REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, JUNE 16, 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_5p1iKjHaSkmZ0Q7oyGE66Q

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 (Councilmember Lam)

PRESENTATIONS

- Parks and Recreation Month (Proclamation)
- Commending Kulwant Singh on National Hall of Fame Recognition (Commendation)

PUBLIC FORUM

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

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR

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

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

Recommendation: Receive City Council Calendar of Meetings for June, July and August 2026.

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

Recommendation: Approve City Council Meeting minutes of June 2 and 9, 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. Consider Recommendations from Mayor Montano for Appointments to City Commissions (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3005)

Recommendation: Receive Mayor Montano's recommendations and approve and confirm recommendations for appointments to City Commissions.

C6. Waive the Second Reading and Adopt Ordinance No. 262.9 Repealing and Replacing Title I, Chapter 310 of the Milpitas Municipal Code Regarding Open Government (Staff Contact: Christian Curtis, City Attorney, 408-586-3040)

Recommendation: Waive the second reading and adopt Ordinance No. 262.9 repealing and replacing Title I, Chapter 310 of the Milpitas Municipal Code regarding open government.

C7. Authorize the City Manager, or Designee, to Negotiate and Execute a Professional Services Agreement with WeHOPE for Homeless Outreach, Assessment, and Mobile Hygiene Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Sarah Balcha, Senior Administrative Analyst, 408-586-3268)

Recommendation: (1) Authorize the City Manager, or designee, to negotiate and execute a Professional Services Agreement with WeHOPE for Homeless Outreach, Assessment, and Mobile Hygiene Services for a five-year term and a maximum compensation not to exceed $849,208, subject to the appropriation of funds; and (2) Approve an increase of $159,952 in the Affordable Housing Grant Fund in FY 2026-27.

C8. Authorize the City Manager, or Designee, to Negotiate and Execute an Agreement for Crossing Guard Services with All City Management Services, Inc. (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Jared Hernandez, Chief of Police, 408-586-2406)

Recommendation: Authorize the City Manager, or designee, to negotiate and execute a Professional Services Agreement for Crossing Guard Services with All City Management Services, Inc. for an initial three-year term of August 1, 2026 through July 31, 2029 with a maximum compensation of $2,920,549 plus one additional option, to be exercised at the City's sole discretion, to extend the agreement for an additional three-year term through July 31, 2032 with a maximum compensation of $3,190,055 for a combined contract not-to-exceed amount of $6,110,604 for the full six years, subject to the appropriation of funds.

C9. Authorize the City Manager, or Designee, to Negotiate and Execute a Purchase Order with JWC Environmental, Inc. for the Purchase and Installation of Two Channel Monster Grinders (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)

Recommendation: Authorize the City Manager, or designee, to negotiate and execute a purchase order with JWC Environmental, Inc. for the purchase and installation of two Channel Monster Grinders for a not-to-exceed amount of $275,722.

C10. Adopt Ordinance No. 38.862 Approving a Development Agreement between the City of Milpitas and Milpitas – District 2 Associates, LLC and Fields CH Owner, LLC (Staff Contact: Jay Lee, Planning Director, 408-586-3077)

Recommendation: Waive the second reading and adopt Ordinance No. 38.862 approving a Development Agreement between the City of Milpitas and Milpitas – District 2 Associates, LLC and Fields CH Owner, LLC to provide certainty as to the applicable development standards for the development of 109 townhomes and 10 ADUs at 1320 McCandless Drive (APNs 086-33-112, -113, and -114).

C11. Authorize the City Manager, or Designee, to Accept the 2025 Bulletproof Vest Partnership Grant (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)

Recommendation: (1) Authorize the City Manager, or designee, to accept the 2025 Bulletproof Vest Partnership Grant in the amount of $7,040.28; and (2) Approve an appropriation of $7,040.28 in BVP grant revenue and a corresponding $7,040.28 in expenditure authority within the Police Department's FY 2026-27 General Fund operating budget.

C12. Approve an Amendment to the Agreement with Bennett Engineering for Street Resurfacing Project 2027, CIP No. 4307 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Recommendation: Approve and authorize the City Manager, or designee, to execute Amendment No. 1 to the Design Services Agreement with Bennett Engineering in an amount not-to-exceed $366,458 for the Street Resurfacing Project 2027, CIP No. 4307.

C13. Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to Joseph J. Albanese, Inc., Approve Agreements with H.T. Harvey & Associates, and Baseline Environmental Consulting, and Approve Amendment to the Agreement with Artik Art & Architecture for the S. Milpitas Boulevard Road Extension, CIP No. 2016 (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) Accept the bid withdrawal request from A&B Construction Inc.; (3) Award the construction contract to Joseph J. Albanese, Inc., the lowest responsible bidder submitting a responsive bid, in the amount of $5,730,000; (4) Authorize the City Manager, or designee, to execute the construction contract with Joseph J. Albanese, Inc.; (5) Establish a construction contingency of $1,146,000 and authorize the Public Works Director to negotiate and execute contract change order(s) in an amount not-to-exceed $1,146,000; (6) Approve and authorize the City Manager, or designee, to execute a Professional Services Agreement with H.T. Harvey & Associates in an amount not-to-exceed $111,498; (7) Approve and authorize the City Manager, or designee, to execute a Professional Services Agreement with Baseline Environmental Consulting in an amount not-to-exceed $197,617; and (8) Approve and authorize the City Manager, or designee, to execute Amendment No. 1 to the Design Services Agreement with Artik Art & Architecture in an amount not-to-exceed $72,400 for S. Milpitas Boulevard Road Extension, CIP No. 2016.

C14. Approve the Improvement Agreement with Shapell Norcal Rental Properties, LLC for a Commercial Building at 145 North Milpitas Boulevard (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Recommendation: Approve and authorize the City Manager, or designee, to execute the Improvement Agreement between the City of Milpitas and Shapell Norcal Rental Properties, LLC with a value of $318,000 for a new commercial building at 145 North Milpitas Boulevard.

C15. Authorize the City Manager, or Designee, to Negotiate and Execute Purchase Orders and Sales-Related Documents to Effectuate the Purchase of Three 2026 Chevrolet Silverado EV Trucks and Two 2025 Dump Trucks (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)

Recommendation: Authorize the City Manager, or designee, to negotiate and execute purchase orders and sales-related documentation with (1) National Auto Fleet Group for the purchase of three 2026 Chevrolet Silverado EV trucks for an amount not to exceed $183,714, inclusive of sales tax and fees; and (2) Golden Gate Truck Center for the purchase of two 2025 dump trucks for an amount not to exceed $314,608, inclusive of sales tax and fees.

C16. Approve a Design Services Agreement with TJKM Transportation Consultants for HSIP Traffic Safety Improvements, CIP No. 4314 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Recommendation: Approve and authorize the City Manager, or designee, to execute a Design Services Agreement with TJKM Transportation Consultants in an amount not-to-exceed $327,732 for the HSIP Traffic Safety Improvements, CIP No. 4314.

C17. Consider Fee Waiver Request from Samuel Ayer High School Alumni Association for the Samuel Ayer High School Annual Alumni Picnic (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recommendation: Approve Fee Waivers for Samuel Ayer High School Alumni Association in the amount of $1,500 for the Samuel Ayer High School Annual Alumni Picnic at Murphy Park on September 19, 2026.

C18. Approve a Limited Waiver of Maximum Rent Limits Under the Milpitas Affordable Housing Ordinance for a 100% Affordable Housing Project Located at 1397 California Circle (Staff Contact: Hanson Hom, Senior Special Projects Associate, 408-586- 3222)

Recommendation: Approve a limited waiver of the maximum rent limits set by the Milpitas Affordable Housing Ordinance to allow affordable units in a previously approved affordable housing development located at 1397 California Circle in Milpitas, California to be rented at an affordable housing cost not to exceed the annual rent limits set by the California Tax Credit Allocation Committee, inclusive of a reasonable utility allowance.

C19. Authorize and Approve Travel Request for Councilmember Hon Lien to Los Angeles, CA for the AAPI Summit (Staff Contact: Willie Hopkins, City Manager, 408-586-3000)

Recommendation: Authorize and approve the travel for Councilmember Hon Lien to Los Angeles, CA for the AAPI Summit to be held on July 17-19, 2026, for an estimated total amount of $1,800, budgeted under the Individual Elected Official allocation for Conferences/ Meetings/Trainings.

C20. Authorize the City Manager, or Designee, to Execute an Agreement Between the County of Santa Clara and the City of Milpitas for Emergency Medical Dispatch Services (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)

Recommendation: Authorize the City Manager, or designee, to execute a one-year agreement between the County of Santa Clara and the City of Milpitas for Emergency Medical Dispatch Services in an amount not to exceed $180,062.

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.

21. Adopt the 2026-2027 Annual Action Plan and Approve the Community Development Block Grant Allocations for 2026-2027 (Staff Contact: Michelle Silva, Administrative Analyst II, 408-586-3244)

Recommendation: (1) Adopt the 2026-2027 Annual Action Plan with recommended allocation amounts; (2) Authorize the City Manager, or designee, to make any necessary changes to the 2026-2027 Annual Action Plan as needed to comply with CDBG submission guidelines and execute necessary forms and certifications for submission; and (3) Authorize the City Manager, or designee, to execute CDBG

agreements with the approved subrecipients, and amend the CDBG agreements as needed to comply with CDBG guidelines.

22. Adopt a Resolution Approving a Site Development Permit, Vesting Tentative Map, Density Bonus Permit, and Environmental Assessment for 134 Townhome Condominiums and one Clubhouse Amenity Building at 600 Valley Way (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 15162 (Subsequent EIRs and Negative Declarations) and 15182 (Residential Projects Pursuant to a Specific Plan); and (2) Adopt a Resolution approving Site Development Permit No. SD24-0005, Vesting Tentative Map No. MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003, subject to the Conditions of Approval.

COMMUNITY DEVELOPMENT

23. Review and Approve the Proposed Storefront Crime Prevention Program (Staff Contact: Madison Nguyen, Interim Economic Development Director, 408-586-3046)

Recommendation: Review and accept the proposed Storefront Crime Prevention Program strategy.

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. Larger font agendas are available upon request.

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	**2** **6:00 PM**-Closed Session **7:00 PM**-City Council	**3** **2:00 PM**-Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara) **5:30 PM**-Veterans Commission (GB)	**4** **5:30 PM**-Milpitas Chamber of Commerce Board (GB) **5:30 PM**-Santa Clara VTA Board of Directors (CM)	**5**	**6**
7	**8** **4:30 PM**-Economic Development and Trade Commission (WL)	**9** **3:00 PM**- Special City Council	**10** **7:00 PM**-Silicon Valley Clean Energy Board of Directors (GB) (Sunnyvale) **7:00 PM**-Planning Commission	**11** **4:00 PM**-Treatment Plant Advisory Committee (CM) (San Jose) **4:00 PM**-Santa Clara VTA Policy Advisory Committee (EC) **6:00 PM**-Youth Advisory Commission (HL) **7:00 PM**-Cities Assoc of SCC (CM)	**12**	**13**
14	**15** **7:00 PM**-Technology Commission (WL)	**16** **5:00 PM**-Closed Session **7:00 PM**-City Council	**17** **4:00 PM**-City Council Finance Subcommittee (CM/EC) **6:00 PM**-Energy and Environmental Sustainability Commission (EC)	**18** **9:00 AM**-ABAG General Assembly Conference (HL) **5:30 PM**-Measure F Oversight Committee	**19**	**20**
21	**22**	**23** **1:30 PM**-Senior Advisory Commission (HL)	**24** **5:30 PM**-Cities Assoc. of SCC - Recycling and Waste Reduction Commission (CM) **7:00 PM**-Planning Commission	**25**	**26**	**27**
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June 2026

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Milpitas City Council Calendar

July 2026

August 2026

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 **2:00 PM**-Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara)	**2** **5:30 PM**-Santa Clara VTA Board of Directors (CM) **5:30 PM**-Milpitas Chamber of Commerce Board (GB)	**3** **INDEPENDENCE DAY Observance** **City Hall Closed** 	**4**
5	**6**	**7**	**8** **7:00 PM**-Silicon Valley Clean Energy Board of Directors (GB) (Sunnyvale)	**9** **4:00 PM**-Santa Clara VTA Policy Advisory Committee (EC) **4:00 PM**-Treatment Plant Advisory Committee (CM) (San Jose) **7:00 PM**-Cities Assoc of SCC (CM)	**10**	**11**
12	**13**	**14**	**15**	**16** **6:30 PM**-Bay Area Water Supply Conserv Agency (CM) (Oak Room - San Mateo Main Library)	**17**	**18**
19	**20**	**21**	**22** **12:00 PM**-Santa Clara Valley Water District - Water Commission (CM)	**23** **4:00 PM**-Silicon Valley Regional Interoperability Authority (SVRIA) (GB)	**24**	**25**
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July 2026

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Milpitas City Council Calendar
August 2026

September 2026

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

MINUTES

TUESDAY, JUNE 2, 2026

The City Council of the City of Milpitas convened in a Special Joint Meeting of the Milpitas City Council, Housing Authority, and Public Financing Authority on June 2, 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 Special City Council meeting to order at 5 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT:	Mayor Montano, Vice Mayor Barbadillo (5:06 PM), Councilmember Chua, Councilmember Lam, Councilmember Lien
ABSENT:	None

ADJOURN TO CLOSED SESSION

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

There being no public speakers, the City Council adjourned to closed session at 5:02 PM.

Vice Mayor Barbadillo arrived at 5:06 PM.

(a) CONFERENCE WITH LEGAL COUNSEL

Pursuant to Government Code Section 54956.9(d)(1)
Existing Litigation: Alexander Prince vs. City of Milpitas, WCAB Case Nos. ADJ17651048, ADJ18892457, and ADJ17651067

CLOSED SESSION ANNOUNCEMENT:

The City Council reconvened at 5:48 PM. City Attorney Curtis had nothing to report from Closed Session.

PLEDGE OF ALLEGIANCE

Vice Mayor Barbadillo led the Pledge of Allegiance.

INVOCATION

Councilmember Lam presented the invocation.

PRESENTATIONS

There were no presentations.

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

Mayor Montano read the City Council Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

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

CONSENT CALENDAR

Vice Mayor Barbadillo asked to pull Item C15 for a brief discussion.

There were no public speakers.

After discussion, motion: to approve the Consent Calendar with Item C15 pulled.

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

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

   Received City Council Calendar of Meetings for June 2026.

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

   Approved City Council Meeting minutes of May 19, 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. **Adopt a Resolution Calling for the General Municipal Election on November 3, 2026 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Adopted **Resolution No. 9514** calling a General Municipal Election for the City of Milpitas on Tuesday, November 3, 2026, requesting consolidation of the election in accordance with California Elections Code Section 10418, and requesting services from the Santa Clara County Registrar of Voters.

6. Authorize the City Manager, or Designee, to Negotiate and Execute the First Amendment to the Agreement for Animal Services between the City of Milpitas and the City of San José (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

(1) Authorized the City Manager, or designee, to negotiate and execute the first amendment to the agreement with the City of San José for the continued provision of animal services, extending the term through June 30, 2035, in a total not-to-exceed amount of $10,282,902 in accordance with the annual payment schedule set forth in the Fiscal Impact section of this Agenda Report; and (2) Authorized the City Manager, or designee, to approve and execute amendments or change orders to the Agreement, subject to the total not-to-exceed contract amount.

7. Adopt a Resolution to Approve Modifications to the Affordable Housing Conditions for Site Development Amendment Permit SA24-0005 and Density Bonus Permit DB24-0002 to Allow an On-site Manager's Unit Within the Previously Approved Residential Apartment Building Located within the "1355 California Project" (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Adopted **Resolution No. 9515** approving modifications to the affordable housing conditions for Site Development Amendment Permit SA24-0005 and Density Bonus Permit DB24-0002 to allow an on-site manager's unit within the previously approved residential apartment building located within the "1355 California Project" in accordance with the City's Affordable Housing Ordinance.

8. Authorize the City Manager, or their Designee, to Execute an Amendment to the Professional Services Agreement with Invoice Cloud, Inc (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Authorized the City Manager, or their designee, to execute an amendment to the Professional Services Agreement for Utility Electronic Bill Presentment and Payment services with Invoice Cloud, Inc. to extend the term for one year through June 30, 2027 and add $77,197 for a revised not-to-exceed compensation of $144,913, subject to the appropriation of funds.

9. Adopt a Resolution Updating and Establishing Various User and Regulatory Fees for 500 of 668 Fees Reviewed as Part of the FY 2026-27 User and Regulatory Fee Study, Effective August 3, 2026 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Adopted **Resolution No. 9516** updating and establishing user and regulatory fees for 500 of 668 fees examined in the FY 2026-27 fee study, effective August 3, 2026, and establishing an annual inflationary adjustment framework subject to City Council confirmation each fiscal year.

10. Authorize the City Manager, or their Designee, to Execute an Amendment to the Cayenta Software Support and Maintenance Agreement with N. Harris Computer Corporation (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Authorized the City Manager, or designee, to execute an amendment to the Cayenta Software Support and Maintenance Agreement with N. Harris Computer Corporation, subject to the appropriation of funds, to: (1) Extend the Agreement for one additional year through June 30, 2027 and increase the contract amount by $317,063, for a revised contract not-to-exceed of $2,051,416, plus a 10% contingency of $31,706 for as-required related services, for a total not-to-exceed of $2,083,122; (2) Add four additional one-year options to extend the Agreement through June 30, 2031 for ongoing maintenance and support of the Cayenta Utility Billing System, at estimated costs not to exceed

$480,794 for the four option terms, plus a 10% contingency of $48,079 for as-required related services, for a total estimated not-to-exceed of $528,873; and (3) Authorize City Manager or designee to exercise those options as appropriate, subject to appropriations.

11. Authorize the City Manager, or Designee, to Execute Amendment No. 3 to the Agreement with Chandler Asset Management, Inc. for Investment Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Authorized the City Manager, or designee, to execute Amendment No. 3 to the Professional Services Agreement with Chandler Asset Management, Inc. for Investment Services (Contract No. 253), extending the term through December 31, 2026 and increasing the not-to-exceed compensation by $100,000, for a revised total not-to-exceed amount of $890,000.

12. Adopt Resolutions to Approve the Continued Investment of Monies in the Local Agency Investment Fund and Designation of Officers Authorized to Sign on the Account (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

(1) Adopted **Resolution No. 9517** of the Milpitas City Council to authorize the continued investment of monies in the Local Agency Investment Fund and designation of officers authorized to sign on the respective accounts; and (2) Adopted **Resolution No. PFA 31** of the Board of Directors of the Milpitas Public Financing Authority to approve continued investment of monies in the Local Agency Investment Fund and designation of officers authorized to sign on the respective accounts.

13. Authorize the City Manager, or Designee, to Negotiate and Execute Two Renewal Options Under the Professional Services Agreement with JPMorgan Chase Bank, N.A. for Comprehensive Banking Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Authorized the City Manager, or designee, to negotiate and execute the two two-year renewal options under the existing Professional Services Agreement with JPMorgan Chase Bank, N.A. for Comprehensive Banking Services, extending the maximum term of the Agreement through June 30, 2030, subject to the appropriation of funds.

14. Authorize the City Manager, or Designee, to Negotiate and Execute a Purchase Order with Golden State Emergency Vehicle Service, Inc. for As-Requested Parts, Service, and Maintenence (Staff Contact: Finance Director, Luz Cofresí-Howe, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)

Authorized the City Manager, or designee, to negotiate and execute a Purchase Order with Golden State Emergency Vehicle Service, Inc. for as-requested parts, service, and maintenance for a not-to-exceed compensation of $530,914 for a five-year term, subject to the appropriation of funds.

15. Adopt a Resolution Approving a Site Development Permit Amendment Permit to Develop a New Single-family Residence on a Vacant 1.1-Acre Lot Located in the R1-H Single-Family Residential Zoning District with a Hillside Combining District at 1321 Terra Vista Court (Staff Contact: Jay Lee, Planning Director, 408-586-3077)

Item pulled from Consent Calendar.

ITEMS PULLED FROM CONSENT CALENDAR

15. Adopt a Resolution Approving a Site Development Permit Amendment Permit to Develop a New Single-family Residence on a Vacant 1.1-Acre Lot Located in the R1-H Single-Family Residential Zoning District with a Hillside Combining District at 1321 Terra Vista Court (Staff Contact: Jay Lee, Planning Director, 408-586-3077)

After discussion, motion: to adopt **Resolution No. 9518** approving Site Development Permit Amendment No. SA25-0003, subject to the attached Conditions of Approval, to develop a new single-family residence on a vacant 1.1-acre lot located in the R1-H Single-family Residential Zoning District with a Hillside Combining District at 1321 Terra Vista Court..

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

PUBLIC HEARINGS

16. Adopt Resolutions to Approve the Fiscal Year 2026-27 Proposed Operating Budget for the City of Milpitas and the Milpitas Housing Authority, Approve the Fiscal Year 2026-27 Gann Appropriations Limit, Authorize Various Financial Actions, Fiscal Policies and Budget Guidelines, and Amend the Classification Plan for Alignment with the FY 2026-27 Proposed Operating Budget, the Minimum Wage Increase, and Salary Schedules Consistent with Previous Council Action (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

City Manager Hopkins introduced the item. Finance Director Cofresí-Howe presented the FY 2026-27 Proposed Operating Budget, joined by Budget Manager Vurich and Assistant City Manager Matt Cano.

Councilmember Chua asked questions regarding changes to projected budget surpluses and the assumptions used in developing revenue and expenditure forecasts. Staff provided clarification regarding updated cost projections and the timing of information received during the budget development process.

Vice Mayor Barbadillo expressed concerns regarding long-term budget projections and future fiscal sustainability. Staff responded to his questions, and Vice Mayor Barbadillo suggested additional measures to address potential future budget shortfalls.

Councilmember Lam asked questions regarding specific items contained in the budget document. Staff provided clarification and responded to his questions.

Councilmember Lien spoke in support of the proposed budget and suggested that staff annotate future budget presentations with explanatory notes adjacent to significant figures to improve clarity for the council and the public.

Councilmember Chua expressed that the council's recurring focus was not solely on achieving a single-year balanced budget, but on demonstrating a credible path to addressing the structural deficit over the next several years and ensuring adequate resources for direct community services.

Councilmember Lam made a motion: to postpone adoption of the budget and hold a special meeting to allow additional time for review, including an opportunity for newly appointed City Manager Willie Hopkins to familiarize himself with the document.

Vice Mayor Barbadillo proposed amending the motion to a three-week continuance to accommodate his schedule, but discussions settled on adding the budget item to the Special Meeting already scheduled on June 9, 2026, with a start time of 3:00 PM to allow adequate time for discussion before the remainder of the June 9 agenda.

Finance Director Cofresí-Howe requested the City Council submit questions in writing in advance of the meeting.

After discussion, motion: to continue the public hearing and postpone adoption of the FY 2026-27 Proposed Operating Budget to a Special Meeting on June 9, 2026, beginning at 3:00 PM.

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

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Mayor Montano noted that the announcements and future agenda items section would be heard at the conclusion of the regular City Council Meeting.

ADJOURNMENT

Mayor Montano adjourned the Joint Special Meeting of the Milpitas City Council, Housing Authority, and Public Financing Authority at 7:48 PM, and called a brief recess before convening the regular City Council meeting.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, JUNE 2, 2026

The City Council of the City of Milpitas convened in a Regular Meeting of the Milpitas City Council June 2, 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 7:58 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT:	Mayor Montano, Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam (7:59 PM), Councilmember Lien
ABSENT:	None

PLEDGE OF ALLEGIANCE

Vice Mayor Barbadillo led the Pledge of Allegiance.

Councilmember Lam joined the meeting at 7:59 PM

PUBLIC FORUM

There were no public speakers.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

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

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

CONSENT CALENDAR

After discussion, motion: to approve the Consent Calendar.

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

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

1. Waive the Second Reading and Adopt Ordinance No. 38.861 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 Department, 408-586-3077)

Determined that the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Government Code Section 65912.160(c)(2) and Title 14, Section 15183 of the California Code of Regulations and adopted the findings therefore in the agenda report and waived the second reading and adopted **Ordinance No. 38.861** approving Zoning Text and Map 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.

2. Conduct a Public Hearing to Adopt the 2026-2027 Annual Action Plan and Approve the Community Development Block Grant Allocations for 2026-2027 (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3222)

Continued to the June 16, 2026 City Council Meeting.

PUBLIC HEARINGS

3. Adopt a Resolution to Confirm the 2026 Weed Abatement Assessment Report (Staff Contact: Arthur Belton, Deputy Fire Chief / Fire Marshal, 408-586-3384)

City Manager Hopkins introduced the item. Deputy Fire Chief / Fire Marshal Belton presented the report.

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

After discussion, motion: to adopt **Resolution No. 9519** confirming the 2026 Weed Abatement Assessment Report and Assessment List to be entered into the tax assessment rolls..

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

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

City Manager Willie Hopkins made brief introductory remarks.

Councilmembers Chua and Lam, and Mayor Montano, offered thanks to outgoing Assistant City Manager Matt Cano, noting his dedication, responsiveness, and service to the City over the past three and a half years. Mr. Cano thanked the Council and expressed confidence in the City's direction under the new City Manager.

ADJOURNMENT

Mayor Montano adjourned the meeting at 8:07 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

JOINT SPECIAL MEETING OF THE MILPITAS CITY COUNCIL AND HOUSING AUTHORITY

MINUTES

TUESDAY, JUNE 9, 2026

The City Council of the City of Milpitas convened in a Joint Special Meeting of the Milpitas City Council and Housing Authority on June 9, 2026, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

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

Mayor Montano called the Regular City Council meeting to order at 3:02 PM. Roll Call was taken by City Clerk Guzzetta.

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

ADJOURN TO CLOSED SESSION

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

There being no public comments, the City Council adjourned to Closed Session at 3:03 PM.

(a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

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

CLOSED SESSION ANNOUNCEMENT:

The City Council reconvened in Open Session at 4:00 PM.

City Attorney Curtis had nothing to report out.

PLEDGE OF ALLEGIANCE

Vice Mayor Barbadillo led the Pledge of Allegiance.

INVOCATION

Councilmember Lam provided the invocation.

PRESENTATIONS

There were no presentations.

PUBLIC FORUM

There were the following public speakers:
1. Rob Means
2. Yolie Garcia
3. Voltaire Montemayor

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

Mayor Montano read the City Council Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

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

CONSENT CALENDAR

Mayor Montano asked to pull Items C4 and C5 from the Consent Calendar for discussion.

There were no public comments.

After discussion, motion: to approve the Consent Calendar, pulling Items C4 and C5.

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

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

Received City Council Calendar of Meetings for June 2026.

2. 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.

3. Adopt a Resolution Delegating Authority to the City Manager, or Designee, to Approve and Execute Project-Related Documents and Urgent Administrative Items During the City Council Summer Recess (Staff Contact: Willie Hopkins, City Manager, 408-586-3000)

Adopted **Resolution No. 9520** delegating authority to the City Manager, or designee, to approve and execute project-related documents, including contract documents and urgent administrative items during the City Council and City of Milpitas Housing Authority summer recess from June 17, 2026 through August 10, 2026.

4. Authorize the City Manager, or Their Designee, to Execute an Amendment to the Professional Services Agreement with Liebert Cassidy Whitmore for Labor Relations and Other Legal Services (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086; and Christian Curtis, City Attorney, 408-586-3041)

Item pulled from Consent Calendar.

5. Adopt a Resolution to Accept the Improvements, and Authorizing the City Engineer to File a Notice of Completion and Issue a Notice of Final Acceptance After the One-Year Warranty for Fire Station No.1 Modular Building (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Item pulled from Consent Calendar.

6. Adopt a Resolution Accepting Completed Public Improvements and Authorizing a Bond Reduction and Release for the McCarthy Parking Lot Project at 1207 N. McCarthy Boulevard (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Adopted **Resolution No. 9521** to (1) accept the completed public improvements; (2) approve a reduction in the faithful performance bond to $156,874; and (3) authorize the City Engineer to release the performance bond after the one-year warranty period without further City Council action, provided all required warranty work has been completed to the satisfaction of the City Engineer for the McCarthy Parking Lot Project at 1207 N. McCarthy Blvd.

7. Adopt a Resolution to Accept the Improvements, Authorizing the City Engineer to File a Notice of Completion and Issue a Notice of Final Acceptance After the One-Year Warranty and Approve Budget Amendment for Bicycle Improvement Project, CIP No. 4299 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Adopted **Resolution No. 9522** to: (1) accept the improvements; (2) authorizing the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty; and (3) approve the Budget Amendment to increase the Caltrans 2022 Priority Legislative Budget Project Earmarks funding in the amount of $72,560.13 for Bicycle Improvement Project, CIP No. 4299.

8. Adopt a Resolution Accepting Completed Public Improvements and Authorizing a Bond Reduction and Release for the Innovation Campus Project at 1331 E Calaveras Blvd (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Adopted **Resolution No. 9523** to (1) accept the completed public improvements; (2) approve a reduction in the faithful performance bond to $780,250; and (3) authorize the City Engineer to release the remaining portion of the bond after the one-year warranty period without further City Council action, provided all required warranty work has been completed to the satisfaction of the City Engineer for the Innovation Campus Project at 1331 E. Calaveras Blvd.

9. Approve an Update to the Donation and Fee Waiver/Reduction City Council Policy (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Approved the updated Donation and Fee Waiver/Reduction City Council Policy.

PUBLIC HEARINGS

10. Adopt Resolutions to Approve the Fiscal Year 2026-27 Proposed Operating Budget for the City of Milpitas and the Milpitas Housing Authority, Approve the Fiscal Year 2026-27 Gann Appropriations Limit, Authorize Various Financial Actions, Fiscal Policies and Budget Guidelines, and Amend the Classification Plan for Alignment with the FY 2026-27 Proposed Operating Budget, the Minimum Wage Increase, and Salary Schedules Consistent with Previous Council Action (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

City Manager Hopkins introduced the item.

Councilmember Lam opened by remarking on the importance of the budget as a reflection of community values and the Council's responsibility for fiscal oversight, noting that the budget spans hundreds of pages and hundreds of millions of tax dollars.

Councilmember Lien noted that all questions from the prior June 2nd study session had been addressed and answered, and made a motion: to adopt the budget without further discussion. There being no second, the motion failed.

Vice Mayor Barbadillo referenced correspondence received from the MPOA and clarified that the Council's discussion was focused on fiscal sustainability rather than service reductions. He expressed concern regarding the use of one-time funds to support ongoing expenditures and asked staff to explain how the City plans to address projected structural deficits over the five-year forecast period through increased revenues or expenditure reductions.

Finance Director Cofresí-Howe provided introductory remarks. Budget Manager Vurich presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:
1. Jacob Stocke
2. Brian Thanh
3. Jason Speckenheuer
4. Mayra Zuniga
5. Rob Means
6. Voltaire Montemayor

Mayor Montano closed the public hearing.

Councilmember Chua asked about the projected FY 2027-28 General Fund shortfall and what actions could be taken to address it. Finance Director Cofresi-Howe discussed potential strategies, including use of budget stabilization reserves, reducing pension-related costs through additional payments toward the City's unfunded pension liability, and anticipated savings from a bond refunding. Budget Manager Vurich noted that current revenues were trending above projections and suggested that any confirmed year-end surplus could be allocated to offset future projected deficits. Councilmember Chua showed interest in presenting that as a motion to the Council.

The City Council recessed at 5:25 PM and reconvened at 6:02 PM.

City Attorney Curtis reported out on the motion developed on behalf of Councilmember Chua:

Motion: to allocate an additional $1,600,000 to the structural surplus item in the FY 2026-27 adopted budget, funded from projected FY 2025-26 General Fund excess revenue, to offset the projected FY 2027-28 General Fund shortfall, with the appropriation to be adopted and reconciled at fiscal year-end

close (December 2026).

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

Vice Mayor Barbadillo asked questions regarding the City's reserve balances, including which reserves would be available during an emergency and how reserve funds could be used to address projected structural deficits. Finance Director Cofresi-Howe explained the composition of the City's reserves and noted that certain funds could potentially be applied toward reducing pension-related liabilities.

Councilmember Lam asked about the increase in the electricity and gas budget. Budget Manager Vurich explained that a portion of the increase reflected a correction to a prior-year budgeting issue involving a one-time utility rebate. Councilmember Lam requested that any resulting savings be directed toward addressing future structural deficits.

Councilmember Lam suggested that management-level vacancies be reviewed by the City Council prior to being filled. City Manager Hopkins and City Attorney Curtis discussed the operational and policy considerations associated with such a process. Councilmembers Lien and Chua did not support the recommendation. No formal action was taken.

Council members individually identified their priorities for allocating one-time funding from the approximately $937,000 in available resources. The following allocations reached consensus:

- Expansion of the Milpitas Youth Force through Summer 2028 — $40,000
- Ring Doorbell Initiative — $60,000
- Care Solace (pilot project) — $80,000
- Choir and Band Support — $3,500
- Community Center Roof — $370,000 for design services (with a full presentation on roof replacement versus new construction to be brought back in August by the Public Works Director)
- Milpitas Police Community Center (additional funds toward the existing $310,000 allocation) — $200,000
- Murphy Park bench — no dollar figure specified

Councilmember Lien also proposed an additional $120,000 for the Milpitas Food Pantry anticipated rent costs if the City Council opted to change their rental agreement. Mayor Montano noted concerns about the Pantry's limited hours of operation and suggested staff conduct further research before any funding commitment, including consideration of an RFP process. The item did not achieve consensus and was deferred for further staff research.

Following the discussion, City Manager Hopkins highlighted the Community Center roof as a pressing facilities concern, noting the condition of the roof could affect the viability of the facility. Public Works Director Di Renzo confirmed that even a modest interim intervention could cost $2–2.5 million, and that a full presentation on options (including possible bonding for a new facility at an estimated $58 million) would be brought to City Council in August. Councilmember Chua requested that staff also examine whether existing CIP projects could be deferred to partially fund the Community Center.

After discussion, motion: to (a) Adopt **Resolution No. 9524** Joint Resolution of the City Council and Milpitas Housing Authority to approve the Fiscal Year 2026-27 Proposed Operating Budget for the City of Milpitas and the Milpitas Housing Authority, approve the Fiscal Year 2026-27 Gann Appropriations

Limit, Fiscal Policies and Budget Guidelines and authorizing various financial actions by the City Manager, including Approving and Authorizing the Execution of Various Contracts and Payments over $100,000, and including the following one-time funding allocations per City Council consensus:

- Expansion of Milpitas Youth Force ($40,000)
- Ring Doorbell Initiative ($60,000)
- Care Solace pilot project
- Choir and Band support
- Community Center roof design ($370,000)
- Police Community space ($200,000)
- Bench for Murphy Park

(c) Adopt **Resolution No. 9525** Amending Resolution No. 1626, the Classification Plan, to authorize additional positions and amend budgeted allocated positions;
(d) Adopt **Resolution No. 9526** Amending Resolution No. 1626, the Classification Plan, to adjust the hourly rate ranges for classifications due to a minimum wage increase pursuant to Ordinance No. 292;
(e) Adopt **Resolution No. 9527** Amending Resolution No. 1626, the Classification Plan, to adjust the Salary Schedules for various classifications to align with the current memorandums of understandings (MOUs).

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

11. Conduct a Public Hearing and Adopt a Resolution Adopting the 2025 Urban Water Management Plan (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

Public Works Division Manager Morales presented the report.

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

Mayor Montano asked for a brief clarification on the water supply zones within the city, specifically regarding the Pines neighborhood. City Engineer Silveira confirmed that the Pines area is served by the Hetch Hetchy system.

After discussion, motion: to adopt **Resolution No. 9528** adopting the 2025 Urban Water Management Plan.

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

12. Conduct a Public Hearing and Adopt a Resolution Adopting the 2025 Water Shortage Contingency Plan, and Introduce Ordinance No. 240.8 Amending Sections of Chapter 6 of Title VIII of the Milpitas Municipal Code Relating to the Water Shortage Contingency Plan and Permanent Water Waste Restrictions including a Ban on Watering of Nonfunctional Turf (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

Deputy Public Works Director Marshall presented the report.

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

Mayor Montano requested that staff proactively communicate the non-functional turf ban to HOAs well in advance, and that the water waste reporting hotline number be included on utility bills and digital signage during drought periods. Deputy Director Marshall confirmed outreach efforts are planned in coordination with Valley Water.

City Attorney Curtis read the ordinance title into the record.

After discussion, motion: to (1) waive the reading beyond the title and introduce **Ordinance No. 240.8** amending Chapter 6 (Water Conservation) of Title VIII (Public Works) of the Milpitas Municipal Code relating to Water Shortage Contingency Plan and permanent water waste restrictions pursuant to California Water Code §0608.14 including a ban on watering of nonfunctional turf; and (2) Adopt a resolution adopting the 2025 Water Shortage Contingency Plan.

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

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

13. Introduce Ordinance No. 232.2 Regarding Backflow Prevention and Cross-Connection Control (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

City Engineer Silveira presented the report.

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

Councilmember Chua emphasized the importance of notifying affected property owners as early as possible. Councilmember Lam concurred with the need for early notifications to ensure residents have sufficient time to prepare, and Mayor Montano expressed concerns about the financial impact on homeowners, advocating for effective communication to help mitigate costs.

City Attorney Curtis read the title of the ordinance.

After discussion, motion: to waive reading beyond the title and introduce **Ordinance No. 232.2**, amending various sections of Chapter 3 (Backflow Prevention and Cross-Connection Control) of Title VIII of the Milpitas Municipal Code.

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

LEADERSHIP AND SUPPORT SERVICES

14. Introduce an Ordinance Amending the Milpitas Municipal Code Regarding Open Governance (Staff Contact: Christian Curtis, City Attorney, 408-586-3040)

City Attorney Curtis presented the report.

There were no public speakers.

After discussion, motion: to Introduce and waive first reading of an ordinance repealing and replacing sections of Title I, Chapter 310 of the Milpitas Municipal Code regarding open governance.

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

ITEMS PULLED FROM CONSENT CALENDAR

4. Authorize the City Manager, or Their Designee, to Execute an Amendment to the Professional Services Agreement with Liebert Cassidy Whitmore for Labor Relations and Other Legal Services (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086; and Christian Curtis, City Attorney, 408-586-3041)

Mayor Montano pulled the item for discussion due to the contract amount. Human Resources Director Parmley clarified that the amendment would increase the agreement's not-to-exceed amount from $600,000 to $900,000 and corrected typographical errors in the staff report. She explained that recent labor negotiations and arbitration proceedings contributed to the increased costs and stated that the City anticipates reducing its reliance on outside counsel with the addition of a new HR Manager and City Attorney. City Attorney Curtis concurred and noted efforts to transition certain functions in-house.

After discussion, motion: to authorize the City Manager, or their designee, to execute an amendment to the Professional Services Agreement with Liebert Cassidy Whitmore for labor relations and other legal services to extend the term through June 30, 2028 and add $300,000 for a revised maximum compensation of $900,000, subject to the appropriation of funds..

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

5. Adopt a Resolution to Accept the Improvements, and Authorizing the City Engineer to File a Notice of Completion and Issue a Notice of Final Acceptance After the One-Year Warranty for Fire Station No.1 Modular Building (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Mayor Montano pulled the item to discuss the condition of the City's fire stations. Fire Chief Schoonover explained that the modular building at Fire Station 1 replaces a condemned structure and supports training operations. He identified Fire Station 3 as the highest priority for replacement, followed by Station 4, and noted that Station 2 was recently replaced. Mayor Montano emphasized the importance of maintaining all fire stations.

After discussion, motion: to (1) Adopt **Resolution No. 9530** to accept the improvements for the Fire Station No. 1 Modular Building, CIP No. 3465; and (2) Authorize the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty..

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

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

City Manager Hopkins extended thanks to staff and the Council for the budget deliberations and congratulated the Council on the budget adoption.

Councilmember Chua thanked staff for their work during the budget process and commented that policy changes can be an effective tool for addressing budget challenges.

Councilmember Lam requested consideration of a citywide emergency preparedness exercise t Fire Chief Schoonover described existing emergency operations training activities and indicated staff could coordinate a future Emergency Operations Center exercise.

Vice Mayor Barbadillo commented regarding a letter issued by the Milpitas Police Officers Association (MPOA) concerning the budget. He expressed concern regarding the contents of the letter and proposed a resolution condemning the letter, the organization, and calling for the resignation of the MPOA President.

Mayor Montano commented on the letter and encouraged communication between the parties involved.

Councilmember Chua noted surprise at the letter and emphasized the importance of communication between the City Council and employee organizations and indicated she would not support the proposed resolution.

Councilmember Lam expressed concerns regarding the MPOA letter and spoke in support of improved communication between the City Council and employee organizations.

Police Chief Hernandez offered to assist in facilitating discussions between the parties.

Councilmember Lien spoke in favor of working toward mutual understanding and welcomed the Chief's assistance in facilitating communication.

Mayor Montano shared an update regarding the completion and distribution of a City promotional brochure and noted ongoing FIFA-related marketing efforts.

ADJOURNMENT

Mayor Montano adjourned the meeting at 10:01 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 06/08/2026

August 11, 2026 – Special Meeting (5:30 PM)

CLOSED SESSION
- Labor Relations

INVOCATION (Councilmember Lien)

PRESENTATION
None

CONSENT CALENDAR
1. Receive City Council calendar for August 2026 (City Clerk)
2. Approve City Council Meeting minutes of June 16, 2026 (City Clerk)
3. Preview list of items for August 18, 2026 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Resolution approving addendum to Metro Specific Plan SEIR for Tango Park, CIP2023 (Public Works / Engineering)
6. Approve Design Service Agreement for SS4A Improvement Project, CIP 4312 (Public Works / Engineering)
7. Approve Improvement Agreement - 1000 Gibraltar Dr. – Amazon (Public Works / Engineering)
8. Approve Final Map for Phase 2, Parcel A of Summerhill Apartments, 1646 Centre Pointe Drive (Public Works / Engineering)
9. Approve Reimbursement Agreement - 675 Trade Zone Blvd - Geomax 1 (Public Works / Engineering)

PUBLIC HEARING
10. Townhomes at 1301 California Circle (Planning)
11. TADIF Update Adoption Hearing (Planning)
12. Tobacco Retail Ordinance Introduction (Planning)
13. Amendment to the Floodplain Ordinance for FEMA-CRS Program (Public Works / Engineering)

COMMUNITY DEVELOPMENT
14. Cardoza / Dixon Landing Park Softball Improvements Presentation (Public Works)
15. Community Center Roof Renovation Presentation (Public Works)

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:	**Consider Recommendations from Mayor Montano for Appointments to City Commissions (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3005)**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	6/16/2026
Recommendation:	Receive Mayor Montano's recommendations and approve and confirm the recommended appointments to City Commissions.

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

Any resident interested in serving on a City Commission must complete a Commission Application and submit the form to the City Clerk. Copies of the applications are provided to the Mayor for her consideration. Per Government Code 40605, in a general law city where the office of Mayor is an elective office, the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute.

On May 19, 2026, the City Council approved the commission realignment to a quarterly structure. Under the approved structure, commissioner term expiration dates are updated only upon appointment to a new term or appointment to fill a vacant seat. The appointments presented in this report are the first to conform to the new appointment structure.

ANALYSIS:
Appointments and removals are as follows:

Youth Advisory Commission:
1. Appoint Kellyn Hu to a full voting seat with an unexpired term ending September 2028.
2. Appoint Olivia Xia as Alternate No. 2 with an unexpired term ending September 2028.

Additional appointments may be provided by the Mayor in a revised report prior to the meeting.

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

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

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

ATTACHMENT(S):
(a) Commission Applications

CITY OF MILPITAS
YOUTH COMMISSION APPLICATION

Youth Advisory Commission
COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

If you are only applying for the Youth Commission, please indicate that on the line that states "Commission Applying for." If you would like to serve as a nonvoting member on another commission, see instruction below. Please note that you may apply for the Youth Commission and nonvoting commissions.

The City allow one nonvoting youth to server on the commissions listed below. Please indicate by checking the boxes below which commissions you would like to serve on as a nonvoting member. Please select all commissions you are interested in. The Mayor will review your application and make appointments as appropriate.

- ☐ **ARTS COMMISSION**
- ☐ **COMMUNITY ADVISORY COMMISSION**
- ☐ **ECONOMIC DEVELOPMENT & TRADE COMMISSION**
- ☐ **LIBRARY & EDUCATION COMMISSION**
- ☐ **PARKS, RECREATION & CULTURAL RESOURCES COMMISSION**
- ☑ **PUBLIC SAFETY & EMERGENCY PREPAREDNESS COMMISSION**
- ☑ **SCIENCE, TECHNOLOGY & INNOVATION COMMISSION**
- ☐ **SENIOR ADVISORY COMMISSION**
- ☐ **VETERANS COMMISSION**

Kellyn Hu
Name: First (middle) Last

[redacted] Milpitas, 95035
Address: Number Street (apt. # if needed) City & Zip Code

[redacted]
Telephone Number(s) **e-mail address**

Education: Please indicate your grade & school: 10th grade, Saint Francis High Sch

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
I have lived in Milpitas my entire life and have a strong connection to the community. From my time at Mipitas, I served as student council president. In this role, I learned how to listen to others, represent a community together. Through this experience, I developed a strong sense of responsibility and care for these skills to contribute to Milpitas, as a whole. I am dedicated, proactive, and passionate about maki

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

[redacted] 3/20/2026
re **Date**

Appointments to Commissions are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.**

PLEASE BE AWARE THAT ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

E-mail, send in US mail or drop off your completed application to:
City Clerk, Milpitas City Hall 3rd floor, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: cityclerk@ci.milpitas.ca.gov

CITY OF MILPITAS – LIST OF COMMISSIONS

ARTS COMMISSION: Founded July 6, 2000. Meetings are held at 7:00 PM on fourth Mondays in alternate months in the City Hall Committee Room. The Arts Commission serves as an advisory body to the City Council on matters pertaining to supporting and promoting the arts in the City, including placement of public art. Seven members and two alternates are appointed to 3-year terms.

COMMUNITY ADVISORY COMMISSION: Founded July 20, 1954. Meetings are held at 7:00 PM on the first Wednesday each month in the City Hall Committee Room. CAC is as an advisory body on matters affecting Milpitas citizens, especially community improvement. CAC evaluates and makes recommendations to the City Council on issues including Citywide beautification, community and neighborhood clean-up and abatement issues. The Commission advises the Council on recommended Community Development Block Grant funds. CAC has 7 members and 2 alternates appointed to 3-year terms.

ECONOMIC DEVELOPMENT & TRADE COMMISSION: Founded February 18, 2003. Meetings are held at 4:30 PM on the second Monday every month at the City Hall Committee Room. EDC was established to advise the Council on business issues and to make recommendations on the design, development, and implementation of a comprehensive economic development program for the City of Milpitas. The Commission consists of 7 members appointed to 3-year terms and 2 alternates appointed to 3-year terms. Members represent specific industries and business community segments in Milpitas.

ENERGY & ENVIRONMENTAL SUSTAINABILTY COMMISSION: Founded February 5, 1991. Meetings are held at 6:00 PM on third Wednesdays monthly (except July) in the City Hall Committee Room. Formerly, Recycling and Source Reduction Advisory Commission (RSRAC). Advises Council on recycling and solid waste management issues. Seven members recommend programs designed to reduce solid waste, and monitor the City's achievement of diversion goals mandated by the state, along with other environmental issues. 7 Members and 2 alternates are appointed to serve in 3-year terms.

LIBRARY & EDUCATION COMMISSION: Founded January 17, 1961. Meetings are held at 7:00 PM on the second Monday of January, and third Monday of March, May, September, and November at the Milpitas Library. Advises the Santa Clara County Library which operates the Milpitas Library under the jurisdiction of a Joint Powers Authority, informs the City Council and County Librarian of community needs, and helps to determine library activities and levels of service. The Commission consists of 7 members and 2 alternates are appointed to 3-year terms.

PARKS, RECREATION & CULTURAL RESOURCES COMMISSION: Founded July 1, 1992. Meetings are held monthly at 7:00 PM on the first Monday at City Hall. PRCRC was formed when the Council combined functions of Parks & Recreation Commission and Cultural Resources Preservation Board into one body. Advises Council on operation of recreation services and historic preservation activities, and advises in the acquisition, planning, and development of new and existing parks and facilities. PRCRC assists activities related to City's cultural heritage. Commission consists of 7 members and 2 alternates appointed to 3-year terms.

PUBLIC SAFETY & EMERGENCY PREPAREDNESS COMMISSION: Founded April 23, 1988. Meetings are held at 7:00 PM on the third Thursday in January, March, May, July, September, and November at Fire Station #1 Training Room. The Commission advises the City Council regarding emergency preparedness and disaster planning. PS&EPC consists of 7 Commissioners plus 2 alternate members in 3-year terms.

SCIENCE, TECHNOLOGY & INNOVATION COMMISSION: Founded September 6, 1994. Meetings are held at 7:00 PM on 3rd Mondays each month at City Hall Committee Room. Information technology, communications and information services offer challenges to Milpitas, so Commissioners advise on matters of technology policy, legislation and implementation at the local, state, and federal levels. 7 Members and 2 alternates are appointed to 3-year terms.

SENIOR ADVISORY COMMISSION: Founded April 20, 1993. Meetings are held at 1:30 PM on 4th Tuesdays of February, April, June, August, October, and December at the Barabara Lee Senior Center. Originally founded as the Senior Advisory Committee on December 14, 1978, it served in an advisory capacity to the Parks, Recreation, & Cultural Resources Commission. SAC advises the Council on matters pertaining to recreation and services for senior citizens in Milpitas. 7 Members and 2 alternates serve 3-year terms.

VETERANS COMMISSION: Founded December 1, 2009. Meetings are held on first Wednesdays at 5:30 PM at City Hall in February, April, June, August, October and December. 7 members and 2 alternates with 3-year terms are appointed by the City Council to advise the Council on matters pertaining to veterans in Milpitas. All Commissioners are current or retired U.S. military service members.

YOUTH ADVISORY COMMISSION: Founded May 21, 1996. Meetings are held at 7:00 PM on the second Thursday of each month excluding June at City Hall Committee Room. Commissioners must be ages 13 to 19 years, in grades 7 through 12, and live in Milpitas. YAC advises the City Council on issues involving youth and teens in Milpitas. 7 Members and 2 alternates are appointed to 3-year terms.

CITY OF MILPITAS COMMISSIONS, ALONG WITH CITY COUNCIL, DO NOT MEET IN THE MONTH OF JULY.

Youth Advisory Commission Supplemental Questionnaire

The City of Milpitas Youth Advisory Commission was founded in April 1996 to advise the City Council on matters pertaining to the youth and teens in Milpitas. All commissioners' must be in grades 7 through 12 and live in Milpitas. There are a total of nine (9) members and four (4) alternate members that serve one year terms (October-September). The Youth Advisory Commission meets the 2nd Thursday of every month at 7:00pm at the Milpitas Sports Center. Please submit the Supplemental Questionnaire with the Commission Application.

1. What type of difference do you want to make for the youth in our community? (Please list two of your ideas. Please use the reverse side if you need more room.)

Having grown up in Milpitas, I've taken an active role in contributing to the community through efforts like Beautify Milpitas, where I participated in clean-up events and worked with a team to propose painting projects for spaces such as the skate park and senior center. These experiences showed me that when youth are given the opportunity, they can create visible and lasting impact in their community.

At school, I'm a part of the President's Circle, where I work closely with our school president on school projects and initiatives, and help lead execution of these projects. Through this, I've gained experience turning ideas into action and working with others to create meaningful results.

The difference I want to make is helping more youth in Milpitas move from being participants to becoming contributors and leaders. I want to create clearer pathways for students to share ideas, take initiative, and see their impact reflected in the community.

I also want to strengthen the connection between youth and the city by expanding opportunities for collaboration, such as connecting student-led projects with local spaces and businesses, so that youth voices are not only heard, but visibly represented throughout Milpitas.

2. How did you hear about the Youth Advisory Commission?

I heard about the Youth Advisory Commission through my interest in community involvement, as well as from a friend who is currently on the commission. Hearing about her experience and the impact she's been able to make encouraged me to explore this opportunity further and consider how I could contribute as well.

3. What have you heard or know about the Youth Advisory Commission?

From what I understand, the Youth Advisory Commission serves as a bridge between the youth of Milpitas and the City Council, bringing forward student perspectives on issues that impact our community. Commissioners not only represent youth voices, but also contribute to community initiatives and help ensure that youth are actively involved in shaping the future of the city.

I also understand that this role carries the responsibility of representing a diverse range of student experiences and thinking beyond individual perspectives to what benefits the broader youth community.

This is especially meaningful to me because I've had the opportunity to work on both school and community projects, and I've seen how impactful it is when youth are given a voice in decisions that affect them. I'm interested in contributing in a way that not only reflects student perspectives, but also supports the city's efforts to build a more connected and engaged community.

4. Have you ever attended a Youth Advisory Commission meeting? If so, explain your experience.

I have not yet attended a Youth Advisory Commission meeting, but I am very interested in participating and learning more about how the commission operates.

I have attended an Art Commission meeting, where I presented with a team on a proposal to beautify Milpitas through public art projects. That experience gave me insight into how city commissions discuss ideas, gather feedback, and evaluate proposals.

I’m excited about the opportunity to bring that perspective into the Youth Advisory Commission, and to contribute, collaborate with others, and become more involved in serving the youth of Milpitas.

CITY OF MILPITAS
YOUTH COMMISSION APPLICATION

youth Advisory commision

PROVIDE COMPLETE INFORMATION (in black ink) **COMMISSION APPLYING FOR ↑**

If you are only applying for the Youth Commission, please indicate that on the line that states "Commission Applying for." If you would like to serve as a nonvoting member on another commission, see instruction below. Please note that you may apply for the Youth Commission and nonvoting commissions.

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- ☑ **ARTS COMMISSION**
- ☐ **COMMUNITY ADVISORY COMMISSION**
- ☐ **ECONOMIC DEVELOPMENT & TRADE COMMISSION**
- ☐ **LIBRARY & EDUCATION COMMISSION**
- ☐ **PARKS, RECREATION & CULTURAL RESOURCES COMMISSION**
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- ☐ **SCIENCE, TECHNOLOGY & INNOVATION COMMISSION**
- ☐ **SENIOR ADVISORY COMMISSION**
- ☐ **VETERANS COMMISSION**

Name: olivia (First) kexin (middle) xia (Last)

Address: [redacted] (Number) (Street (apt. # if needed)) Milpitas 95035 (City & Zip Code)

Telephone Number(s) [redacted] **e-mail address** [redacted]

Education: Please indicate your grade & school: Grade 9 Basis Independent Silicon Valley

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
I am a proud, lifelong Milpitas resident and I would love to make Milpitas a more beautiful and better place. I started painting when I was 4 years old, and have used that skill to lead and paint in the Milpitas Library Mural, which was awarded a commendation from Milpitas. I am also very passionate about community service (117 volunteer hours in 2025), and I have received 2 California state legislature awards for the Clean Energy in Art project, which included sustainability workshops, an art show, hackathons and a concert.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

[redacted] **Signature** Monday, February 2nd **Date**

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City Clerk, Milpitas City Hall 3rd floor, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: cityclerk@ci.milpitas.ca.gov

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Youth Advisory Commission Supplemental Questionnaire

The City of Milpitas Youth Advisory Commission was founded in April 1996 to advise the City Council on matters pertaining to the youth and teens in Milpitas. All commissioners' must be in grades 7 through 12 and live in Milpitas. There are a total of nine (9) members and four (4) alternate members that serve one-year terms (October-September). The Youth Advisory Commission meets the 2nd Thursday of every month at 7:00pm at the Milpitas Sports Center. Please submit the Supplemental Questionnaire with the Commission Application.

1. What type of difference do you want to make for the youth in our community? (Please list two of your ideas. Please use the reverse side if you need more room.)

I want to create more youth-led mural projects that allow young people to work together to make Milpitas more beautiful. I would love to create opportunities for youth to join Mayor Montano's Beautifying Milpitas Initiatives, and I think giving youth the opportunity to paint and design murals will ... & other side

2. How did you hear about the Youth Advisory Commission?

I heard about the Youth Advisory from my friend, who is a comissionner. she introduced me to how the commission gives ideas and feedback to the city council about issues affecting teens and how it plans events and programs, which interest me greatly.

3. What have you heard or know about the Youth Advisory Commission?

I've learned that the Youth Advisory commission plays an important role in connecting young people with the local government. Members help organize events, support community projects and give input. I think it's a really meaningful way for students to make a real impact and help improve the community for other teens.

4. Have you ever attended a Youth Advisory Commission meeting? If so, explain your experience.

No, however, I have presented at the Milpitas Arts commission before. I presented my proposal for a mural at the Milpitas skate park, and it was a great experience.

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- strengthen our community. These mural projects being youth led will allow for us to get in touch with the grant-applying process, working with the city and a future in community work. Another idea is to create more sustainability and environment workshops and volunteering opportunities. Youth can get together and clean up the community, such as trash and graffiti. Teen leaders can get together and educate the future generation on sustainability and recycling. We can work together to come up with sustainable alternatives.

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CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Waive the Second Reading and Adopt Ordinance No. 262.9 Repealing and Replacing Title I, Chapter 310 of the Milpitas Municipal Code Regarding Open Government (Staff Contact: Christian Curtis, City Attorney, 408-586-3040)**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	6/16/2026
Recommendation:	Waive the second reading and adopt Ordinance No. 262.9 repealing and replacing Title I, Chapter 310 of the Milpitas Municipal Code regarding open government.

BACKGROUND:
This Ordinance was introduced at the City Council meeting held on June 9, 2026. The Ordinance is now ready for its second reading and adoption.

The proposed Ordinance will repeal and replace Milpitas Municipal Code Title I, Chapter 310 to:
1. Remove language duplicative of what is already in the Brown Act and Public Records Act.
2. Minimize the need for future amendments to the Ordinance.
3. Reduce potential for conflicts with State Law as it evolves.
4. Better reflect both the City's current structure and the intent of the current City Council.

ANALYSIS:
Waiving the second reading is commonplace for ordinances previously considered by City Council and returning for adoption without substantial changes from the initial introduction. No substantive changes have been made to the Ordinance since its introduction on June 9, 2026.

POLICY ALTERNATIVE(S):
Not applicable.

PROJECT SCHEDULE/KEY MILESTONES
First reading and introduction of Ordinance No. 262.9 occurred on June 9, 2026. Following adoption on June 16, 2026, the Ordinance will take effect 30 days thereafter, on July 16, 2026.

FISCAL IMPACT:
There is no specific fiscal impact to adoption of this ordinance; however, adoption is expected to simplify administrative processes and alleviate challenges to City staff.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The action is an organizational or administrative activity of the City government that will not result in direct or indirect physical changes in the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, §15378. The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, §21065 and Cal. Code Regs., tit. 14, §15378. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, §15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENT(S):
(a) Ordinance No. 262.9

REGULAR

NUMBER: 262.9

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS REPEALING AND REPLACING MILPITAS MUNICIPAL CODE TITLE I, CHAPTER 310 RELATING TO THE OPEN GOVERNMENT ORDINANCE

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of June 9, 2026, upon motion by Councilmember Chua 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, in 2005 the Milpitas City Council adopted Title I, Chapter 310 of the Milpitas Municipal Code, commonly known as the Milpitas Open Government Ordinance; and

WHEREAS, the Milpitas Open Government Ordinance sets forth local rules for such topics as the conduct of public meetings and the provision of public records, and was modeled upon and contained provisions of the Ralph M. Brown Act and the California Public Records Act, as they existed at that time; and

WHEREAS, the Open Government Ordinance has been amended several times since its enactment but has not kept pace with the numerous changes to the Ralph M. Brown Act and the California Public Records Act, interpretive guidance from the California Attorney General, published caselaw from the California Supreme Court and various California Courts of Appeals, technological advancements, changes in the structure of the Milpitas City Government, and a bevy of other legal and practical changes over the last two decades; and

WHEREAS, the outdated structure of the Open Government Ordinance has contributed to confusion and a lack of awareness of the ordinance's requirements by members of the public, city staff, and the officials that the ordinance is intended to govern; and

WHEREAS, the Milpitas City Council believes that the Open Government Ordinance's goals of transparency, public participation, and government accountability are better served by a simplified and revised ordinance that clearly articulates local requirements that go beyond existing state law; and

WHEREAS, the City Council, consistent with California Government Code sections 7920.000-7931.000 and 54950-54963, wishes to replace Title I, Chapter 310 of the Milpitas Municipal Code to update the Open Government Ordinance to provide greater clarity of the intent and purpose of the Ordinance in the interest of the City Council and residents of the City of Milpitas.

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. REPEAL OF EXISTING ORDINANCE

Title I, Chapter 310 of the Milpitas Municipal Code, as it currently exists, is hereby repealed in its entirety.

SECTION 3. ENACTMENT OF MILPITAS MUNICIPAL CODE TITLE I, CHAPTER 310

A new Title I, Chapter 310 of the Milpitas Municipal Code is hereby enacted to read as follows:

Chapter 310 OPEN GOVERNMENT ORDINANCE

Section 1 Title

I-310-1.10 Citation

This Chapter may be cited as the Milpitas Open Government Ordinance.

Section 2 Public Access to Meetings

I-310-2.10 Meetings to be Open and Public; Application of Brown Act

The City of Milpitas is governed by the provisions of the Ralph M. Brown Act (Government Code Sections 54950 et seq.), and the City Council, along with all of the City's boards, commissions, standing committees, or other bodies shall comply with all requirements contained therein. Additionally, the City Council and any other "legislative body" of the City (as that term is defined in Government Code section 54952), shall comply with all additional requirements set forth is this Chapter.

I-310-2.20 Agenda Requirements; Regular Meetings

(a) At least six (6) calendar days before a regular City Council meeting, a preliminary agenda shall be posted in the same manner as the final agenda, except that the purpose of the preliminary agenda is to provide only a list of items tentatively scheduled for consideration at the next regular meeting. Preliminary agendas are "pre-agendas" subject to change that are posted the Wednesday the week preceding the regular City Council meeting and are not the agenda posted in compliance with the Brown Act at least 72 hours before a regular meeting. A preliminary agenda may be amended to include additional items, delete items or may be amended in any other manner prior to the final posting of the agenda at least 72 hours before a regular meeting.

(b) Each legislative body shall ensure that notices and agendas for regular and special meetings shall include the following notice:

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, boards, councils and other agencies of the City exist to conduct the people's business. The Open Government Ordinance assures that deliberations are conducted before the people and that 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 OF THE ORDINANCE, CONTACT THE CITY ATTORNEY'S OFFICE

(c) Each agenda of a legislative body shall include the contact name, address, phone number, and e-mail address for the City Attorney's Office. Information on how to obtain a free copy of the Open Government Ordinance shall be included on each agenda.

I-310-2.30 Additional Public Statements and Comments

Members of the public may submit written statements and/or comments regarding any item on a legislative body's meeting agenda to the City Clerk, who shall transmit those writings to the body. Those statements or comments, while not read aloud at the public meeting, shall become public record, regardless of whether their authors are present when the item at issue is discussed. Written statements and/or comments shall be subject to review and consideration by those bodies if submitted before or during the hearing on the item.

I-310-2.40 Public Participation

Whenever the City Council, a board or commission, or any committee thereof anticipates that the number of persons attending the meeting will exceed the legal capacity of the meeting room, any public address system used to amplify sound in the meeting room shall be extended by supplementary speakers to permit the overflow audience to listen to the proceedings in an adjacent room or passageway, unless such supplementary speakers would disrupt the operation of a City office.

Each legislative body shall provide that each person wishing to speak on an item before the body at a regular or special meeting shall be permitted to be heard once for a maximum of three minutes. However, the Chair of the meeting has discretion to reduce the speaking time as required for orderly and efficient administration of the meeting. The Chair of the policy body shall accept public testimony in a fair and even-handed way, and time limits shall be applied as uniformly as practicable.

I-310-2.50 Minutes

(a) The clerk or secretary of policy bodies shall record the minutes for each regular and special meeting of those bodies.

(b) To the extent feasible, the draft minutes of each meeting are to be made available and approved at the next regularly scheduled meeting of the policy body and be available for inspection and copying upon request after the minutes have been approved.

I-310-2.60 Public Comment by Members of Policy Bodies

Every member of a legislative body retains the full constitutional rights of a citizen to comment publicly on the wisdom or propriety of government actions, including those of the policy body of which he or she is a member. Policy bodies shall not sanction, reprove or deprive members of their rights as elected or appointed officials for expressing their judgments or opinions, including those which deal with the perceived inconsistency of non-public discussions, communications or actions with the requirements of state or federal law or of this chapter. The release of specific factual information made confidential by state or federal law including, but not limited to, closed session discussions or the privilege for confidential attorney-client communications, may be the basis for a request for injunctive or declaratory relief, seeking an accusation of misconduct, or both.

I-310-2.70 Role of City Attorney on Items Before Council

The Milpitas Municipal Code and state law do not explicitly bar the City Attorney from offering unsolicited legal advice either verbally or in writing on matters before the Council. This chapter should be interpreted as such that the City Attorney, in addition to regular duties, should be outspoken in giving advice on the validity of legal compliance on all matters.

I-310-2.80 Conflict Disclosures Required at City Council Meetings

At the beginning of each City Council meeting or upon the arrival of the Mayor or Councilmember, the City Attorney shall ask the Mayor and each member of the City Council to disclose any financial or personal conflict with any item on the City Council's agenda. In addition, pursuant to Government Code section 87105, if the Mayor or a Councilmember discloses that a financial interest is present, immediately prior to consideration of that matter, he or she shall publicly identify the conflict or potential conflict in detail sufficient to be understood by the public, and shall then recuse him or herself in the manner required by law.

I-310-2.90 Compliance Does Not Affect Validity of Action

The provisions of this Chapter are intended to be directory. Failure to follow the requirements of this ordinance shall not invalidate any action taken by the City Council or other legislative body, unless the facts constituting such failure would independently invalidate that action under the Brown Act or other applicable law.

Section 3 Public Information and Public Records

I-310-3.10 Definitions

Whenever in this chapter the following words or phrases are used, they shall mean:

(a) "Public Information" shall mean the content of "public records" as defined in the California Public Records Act, whether provided in documentary form or in oral communication. "Public Information" shall not include "computer software" developed by the City of Milpitas as defined in the California Public Records Act or information that is exempt from disclosure under the Public Records Act.

(b) "Lobbyist" means a person or business entity that receives $250 or more in a calendar year for communicating, using any means, with City officials or employees to influence current or future City legislation, administrative decisions, or City Council elections or local initiative measures. Officials or employees of other government agencies shall not be deemed lobbyists for purposes of this ordinance when communicating with City officials or employees on behalf of such other government agency.

I-310-3.20 Access to Public Records

Release of documentary public information, whether for inspection of the original or by providing a copy, shall be governed by the California Public Records Act. The City of Milpitas shall also comply with those additional requirements set forth in this chapter.

I-310-3.30 Administrative Appeals

(a) Any person requesting public records who believes that their request was improperly denied, was responded to in an incomplete manner, or that some or all records were improperly withheld may within thirty (30) days of the City's final response to the request file a written petition with the City Clerk seeking a determination whether the records requested are public. The petition must specify the basis for the petition, including by clearly stating how the City's response was incomplete, and identify the corrective action requested. Said petition shall be heard by the City Manager or their designee, in consultation with the City Attorney. The City Manager or their designee shall then inform the petitioner, as soon as possible and within ten (10) days, of their determination. If the determination is that the City's response to the request was in any way deficient, the City Manager shall take appropriate action to ensure that a corrected response be provided at the earliest opportunity. Where requested by the petition, and where otherwise desirable, this determination shall be in writing.

(b) The administrative remedy provided under this chapter shall in no way limit the availability of other administrative remedies provided to any person with respect to any officer or employee of any agency, executive office, department or board; nor shall the administrative remedy provided by this section in any way limit the availability of judicial remedies otherwise available to any person requesting a public record.

I-310-3.50 Oral Release of Public Information

Oral release of public information shall be accomplished as follows:

(a) Every department head shall designate a person or persons knowledgeable about the affairs of the department, to provide information, including oral information, to the public about the department's operations, plans, policies and positions. The department head may designate himself or herself for this assignment, but in any event shall arrange that an alternate be available for this function during the absence of the person assigned primary responsibility.

(b) The role of the person or persons so designated shall be to provide information on as timely and responsive a basis as possible to those members of the public who are not requesting information from a specific person. This section shall not be interpreted to curtail existing informal contacts between employees and members of the public when these contacts are occasional, acceptable to the employee and the department, not disruptive of his or her operational duties and confined to accurate information not confidential.

(c) If it would take an employee more than fifteen minutes to obtain the information responsive to an inquiry or inquiries from a member of the public, the employee may instead notify the requestor of the procedures for obtaining public records.

(d) Public employees shall not be discouraged from or disciplined for the expression of their personal opinions on any matter of public concern while not on duty, so long as the opinion (1) is not represented as that of the department and does not misrepresent the department position; and (2) does not disrupt coworker relations, impair discipline or control by superiors, erode a close working relationship premised on personal loyalty and confidentiality, interfere with the employee's performance of his or her duties or obstruct the routine operation of the office in a manner that outweighs the employee's interests in expressing that opinion. In adopting this subsection, the City Council intends merely to restate and affirm court decisions recognizing the First Amendment rights enjoyed by public employees. Nothing in this section shall be construed to provide rights to City employees beyond those recognized by courts, now or in the future, under the First Amendment, or to create any new private cause of action or defense to disciplinary action.

(e) Notwithstanding any other provisions of this chapter, public employees shall not be discouraged from or disciplined for disclosing any information that is public information or a public record to any journalist or any member of the public. Any public employee who is disciplined for disclosing public information or a public record shall have a cause of action against the City and the supervisor imposing the discipline.

I-310-3.100 Withholding Kept to a Minimum

Information that is exempt from disclosure shall be masked, deleted or otherwise segregated so that the nonexempt portion of a requested record may be released and keyed by footnote or other clear reference to the appropriate justification for withholding.

I-310-3.110 Justification of Withholding

Any withholding of information shall be justified, in writing, in the manner required by the Public Records Act. That written justification shall also include the following additional information:

(a) A withholding under a specific permissive exemption in the California Public Records Act, shall cite that authority.

(b) A withholding on the basis that disclosure is prohibited by law shall cite the specific statutory authority, caselaw, or other relevant authority.

(c) A withholding on the basis that disclosure would incur civil or criminal liability shall cite any specific statutory or case law, or any other public agency's litigation experience, supporting that position.

I-310-3.150 Compilation of Records Available On-line

The City shall display in a convenient location on the internet, a compilation of on-line document resources. To the extent it is reasonable, records not available on-line, but otherwise available from the City from other sources, shall be identified on the City's website together with the location where they may be accessed.

I-310-3.160 Internet Access/World Wide Web Minimum Standards

The City shall maintain on a website, or on a comparable, readily accessible location on the Internet, information that it is required to make publicly available, to the extent it is practical to do so and considering whether such information is otherwise available in a different form from the City. To the extent it is reasonable, records not available on-line, but otherwise available from the City from other sources, shall be identified on the Website together with the location where they may be accessed.

Each department is encouraged to make publicly available through its website as much information and as many documents as possible concerning its activities. These include, but are not limited to, campaign report forms, statements of economic interest, operating and capital budgets, meeting agenda, meeting minutes, public notices and, when feasible, staff meeting reports. Each department shall post on its website all meeting notices required under this ordinance, all agendas and the minutes of all previous meetings of its policy bodies for the last three years. Notices and agendas shall be posted no later than the time that the department otherwise distributes this information to the public, allowing reasonable time for posting. Minutes of meetings shall be posted as soon as possible, but in any event within 48 hours after they have been approved. The City shall make reasonable efforts to ensure that its website is regularly reviewed for timeliness and updated on at least a weekly basis. The City shall also make available on a readily accessible location on the Internet, a current copy of the Municipal Code.

The City shall also webcast all City Council and Planning Commission meetings and archive the webcasts of such meetings for a period established by the City's record retention schedule.

I-310-3.200 Calendars of Officials

Members of the City Council (including the Mayor), Planning Commission and the City Manager shall maintain a monthly City Calendar form which includes all City-related appointments, meetings, including regular and special City Council and Planning Commission meetings, public events or speaking engagements, meetings with developers, meetings with consultants, meetings with lobbyists, regional meetings, and meetings of subcommittees or task forces, but not to include social and personal events. The description shall include the meeting's duration and shall include a listing of all principal individuals present at meetings with developers, meetings with consultants, and meetings with lobbyists. The Mayor, City Council, City Manager and Planning

Commission members shall submit the updated calendar forms for the prior month onto their individual on-line calendars which shall be maintained and available to the public on the City website. Councilmembers and Commissioners shall be trained in the operation and procedures for entering or re-entering data into an automated calendaring system maintained on the City's website.

I-310-3.210 Solicitation of Donations by Elected Officials

Solicitation of donations by elected officials for charitable purposes and third-party political campaigns is permitted. Contributions over $100 made at the behest of an elected official must be reported to the City Clerk quarterly by the elected official making such requests. Such report is a public record. Reports must contain the following information:

1. Name of payer.
2. Address of payer.
3. Amount of payment.
4. Date or dates the payment or payments were made.
5. Name and address of the payee.
6. A brief description of the goods or services provided or purchased, if any.
7. A description of the specific purposes or event for which the payment or payments were made

I-310-3.220 Restriction and Prohibition on Certain Activities of Former Elected and Former Appointed Officials

For a period of two years following the expiration of their term, the Mayor and all members of the City Council and Planning Commission shall be prohibited from using the experience or contacts arising from their former office to assist any applicant through the permitting process. This provision is intended to supplement additional restrictions contained in Chapter 300, "Regulations of Certain Activities of Former City Officials."

Section 3.5 Regulation of Lobbying Activities

I-310-3.5.10 Purpose

The purpose of this chapter is to impose registration and disclosure requirements on those engaged in efforts to influence the decisions of City policy makers for compensation. Disclosure of lobbyists' identities and activities fosters public confidence in government officials by making government decision-making more transparent to the public. Additionally, the disclosure and registration requirements ensure that City officials are made aware of the interests that lobbyists represent when the officials are lobbied.

I-310-3.5.20 Interpretation

Unless the term is specifically defined in this chapter or the contrary is stated or clearly appears from the context, the definitions set forth in Government Code section 81000 et seq., shall govern the interpretation of this chapter.

I-310-3.5.30 Definitions

For the purposes of this chapter, the following definitions shall be applicable:

(a) "Activity expense" means any payment made by a lobbyist to or directly benefiting any City official, City official-elect or member of his or her immediate family. Activity expenses include gifts, honoraria, consulting fees, salaries and any other form of compensation, but do not include campaign contributions.

(b) "Administrative action" means the proposal, drafting, development, consideration, advocacy or recommendation of any rule, regulation, agreement or contract, permit, license or hiring action.

(c) "At the behest" means at the specific direction of, or at the personal request or suggestion of, or with the express prior consent of, any elective City official, City official-elect or candidate for elective City office.

(d) "City official" means any public official, or City employee who participates in the consideration of any legislative action or administrative action other than in a purely clerical, secretarial or ministerial capacity. It shall also include any City board or commission member, or City representative to any joint powers authority to which the City is a party, and any consultant to the City.

(e) "Client" means a person who is represented by a lobbyist.

(f) "Compensation" includes, but is not limited to, money of any denomination or origin; goods or services or anything of value, delivered or rendered; commissions related to the purchase or sale of real property, or a contract or promise therefor; or promises to perform or provide services or contractual arrangements or awards.

(g) "Contact" means attendance at a meeting with a City official or City official-elect, or any direct communication with a City official or City official-elect, whether oral, electronic or in writing, including, but not limited to communication through an agent, associate or employee, for the purpose of engaging in lobbying activity.

(h) "Fundraising activity" means soliciting a contribution; hosting or sponsoring a fundraising event; or hiring a fundraiser or contractor to conduct any event designed for political fundraising at which contributions for any City official, candidate for elective City office or any controlled committee of an elected City official or candidate for City office or for any political action committee, political party or candidate for elective office of a governmental organization are solicited, delivered or made.

(i) "Gift" means gift as defined in the California Political Reform Act, Government Code Section 81000 et seq., as amended from time to time.

(j) "Independent expenditure" means an expenditure made by any person, including a payment of public moneys by a state or local governmental agency, in connection with a communication which expressly advocates the election or defeat of a clearly identified candidate or the qualification, passage or defeat of a clearly identified measure, or taken as a whole and in context, unambiguously urges a particular result in an election but which is not made to or at the behest of the affected candidate or committee.

(k) "Influencing" means the purposeful communication, either directly or through agents, promoting, supporting, modifying, opposing, causing the delay or abandonment of conduct, or otherwise intentionally affecting the behavior of a City official or official-

elect, by any means, including, but not limited to, providing or using persuasion, information, incentives, statistics, studies or analyses.

(l) "Intermediary" means a person who makes a campaign or officeholder contribution on behalf of another person. A person is an intermediary for a contribution if the recipient of the contribution would consider that person to be the contributor without the disclosure of the identity of the true source of the contribution. A lobbyist acts as an intermediary if the lobbyist makes a contribution on behalf of another person, and that other person is acknowledged as the contributor, and the lobbyist is reimbursed for the contribution.

(m) "Legislative action" means the drafting, introduction, consideration, modification, enactment or defeat of any resolution, ordinance, amendment thereto, report, nomination, or other action of the Mayor, City Council, any City board, committee, or commission or any joint powers authority of which the City is a party, acting in its official capacity, or the granting, approval, or amendment of contracts or agreements to which the City is a party by any of the foregoing.

(n) "Lobbying" is the influencing or attempting to influence a legislative action or administrative action of the City.

(o) "Lobbyist," unless exempt under subsection (p) of this section, means:

(1) Contract lobbyist: A person who engages in lobbying on behalf of one or more clients (acting individually or through agents, associates, employees or contractors) and who has received or has entered into an agreement for compensation of $1,000.00 or more, or equivalent nonmonetary compensation ("threshold Compensation") for engaging in lobbying during any consecutive three-month period;

(2) Business or organization lobbyist: Any business or organization, whose owner(s), officer(s) or employee(s) carry out lobbying on its behalf, in an aggregate amount of ten hours or more within any consecutive 12-month period, whether or not such officers or employees are specifically compensated to engage in lobbying; provided, that the activities of officers shall be considered lobbying only if those officers receive compensation by the business or organization beyond reimbursement for their reasonable travel, meals or incidental expenses; or

(3) Expenditure lobbyist: A person who makes payments or incurs expenditures of $5,000.00 or more during any calendar year in connection with carrying out public relations, advertising or similar activities with the intent of soliciting or urging, directly or indirectly, other persons to communicate directly with any City official in order to attempt to influence legislative action or administrative action. The $5,000.00 threshold shall not include: (A) Compensation paid to contract lobbyists or employees for lobbying; or (B) dues payments, donations, or other economic consideration paid to an organization, regardless of whether the dues payments, donations or other economic consideration are used in whole or in part to lobby.

(p) Exemptions to "lobbyist" include:

(1) Any public official acting in his or her official capacity or acting within the scope of his or her employment or appointment;

(2) The media, when limiting its action to the ordinary course of news gathering or editorial activity, as carried out by members of the press. "Media" shall mean newspapers or any other regularly published periodical, radio or television station or network or information published on the Internet. This exemption does not apply to

individuals conducting media activities when that individual would otherwise qualify as a contract lobbyist under this chapter;

(3) Persons reimbursed for only their reasonable travel, meals or incidental expenses, including, but not limited to, uncompensated members or directors of nonprofit organizations, such as chambers of commerce;

(4) Persons whose communications regarding any legislative action or administrative action are solely limited to appearing at or submitting testimony for any public meeting held by the City or any of its agencies, offices, or departments, as long as the communications thereto are public records available for public review. Persons who appear or testify at public meetings and who otherwise qualify as lobbyists due to other activities must register and disclose their lobbying activities directed toward City officials, and must identify themselves and their clients at public meetings, in the same manner and to the same extent such registration, disclosure, and identification is required of all other lobbyists;

(5) Persons submitting bids or responding to requests for proposals, provided the provision of such information is limited to direct conversation or correspondence with the official or department specifically designated to receive such information;

(6) Persons providing oral or written information pursuant to a subpoena or otherwise compelled by law or regulation, or in response to an official request; provided, that the request and response thereto are public records available for public review;

(7) Designated representatives of a recognized employee organization whose activities are limited to communicating with City officials or their representatives regarding (A) wages, hours and other terms or conditions of employment, or (B) the administration, implementation or interpretation of an existing employment agreement;

(8) Persons who are professionally licensed by a State licensing organization pursuant to the California Business and Professions Code, including, but not limited to, attorneys, architects and engineers; provided however, the exemption for attorneys shall only be applicable if the attorney is engaged in the practice of law with respect to the subject of the employment;

(9) Board members or employees of nonprofit 501(c)(3) corporations, unless the nonprofit organization is lobbying for a specific project, issue or person for which the organization has received compensation or a contribution to lobby for or against a specific project, issue or person;

(10) Members of neighborhood associations;

(11) A person hired by the City for work performed on behalf of the City, or a person who prepares documents for consideration by the City under the California Environmental Quality Act;

(12) The owner of a business whose attempts to influence governmental action are on behalf of the business and:

(i) The owner or business has not retained a person to engage in lobbying activity on behalf of the owner or business; or

(ii) Officers or employees of the business (not including the owner) have not engaged in lobbying activity on behalf of the owner or business.

(iii) This exemption applies only to the threshold for becoming a business or organization lobbyist as defined under section I-310-3.5.30(o), subsection (2). An owner of a business who meets this exemption is subject to the requirements of this chapter if he or she meets the definition of contract lobbyist or expenditure lobbyist as defined under subsections (1) and (3) of section I-310-3.5.30(o), respectively;

(13) Persons who meet with City officials solely to lodge "whistleblower" complaints relating to alleged improper governmental activity such as mismanagement, waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety;

(14) Persons whose communications with City officials are solely in connection with the administration of an existing contract or agreement between the person and the City; or

(15) Persons who meet with the City Attorney, or City staff regarding any claim or litigation matter, negotiation of any agreements or contracts where the City is a party, or the requirements or interpretation of this chapter.

(q) "Organization" means any person that is not an individual.

(r) "Person" means any individual, domestic or foreign corporation, for-profit or nonprofit entity, firm, association, syndicate, union, chamber of commerce, joint-stock company, partnership of any kind, limited liability company, common-law trust, society, or any other group of persons acting in concert.

I-310-3.5.40 Registration

Lobbyists shall register with the City Clerk within 15 days after qualifying as a lobbyist under Milpitas Municipal Code section I-310-3.5.30. Should a lobbyist have a change to its registration information, including, but not limited to, the city legislative action or administrative action as to which the lobbyist has been engaged, after the annual registration period, such lobbyist shall file an amended registration with the City Clerk within 15 days of such change with the changed information.

I-310-3.5.50 Annual Registration Renewal

A lobbyist shall renew his or her registration by January 15 of each year unless he or she has terminated their status as a lobbyist pursuant to Milpitas Municipal Code section I-310-3.5.60 by such date.

I-310-3.5.60 Termination of Lobbyist Status

After initial registration, annual registration renewal will not be required if a declaration attesting to the termination of lobbying services within the City has been filed with the City Clerk no later than January 15.

I-310-3.5.70 Active Status

All registrations, renewals and terminations will be deemed filed on the date received by the City Clerk. A lobbyist shall be deemed active for the duration of the year of registration ending December 31, unless a declaration attesting to termination of lobbying services within the City is filed.

I-310-3.5.80 Registration Fees

Persons subject to the registration requirements of this ordinance shall pay an annual fee set by resolution of the City Council.

(a) The applicable registration fee is due at the time of registration or registration renewal. Payment will be deemed delinquent thereafter. Delinquency fees may be assessed as specified in subsection (c) below, if payment occurs after the due date.

(b) In addition to the annual fee, each registrant shall pay a fee set by resolution of the City Council per client for whom lobbying is undertaken for compensation in excess of $500.00. The fees for clients as of the date of initial registration shall be submitted with the registration. The fees for subsequent clients shall be due and submitted within 15 days of such change with the changed information pursuant to section I-310-3.5.30.

(c) A fine of $25.00 per day for delinquent fees, up to a maximum of $500.00, will be assessed until in compliance with the registration provisions herein.

I-310-3.5.90 Required Registration Information

The initial registration shall contain the name, business address, telephone, email addresses and if applicable, business license of all persons required to register pursuant to this Chapter, including the names of all owners of sole proprietorships and partnerships of fewer than ten persons. If the registrant is a corporation, limited liability company, or limited liability partnership, it shall also include the names of the president, secretary, chief financial officer, managing members, and agent for service of process, if any. Any business or organization registering under this act shall also briefly describe the nature of its business or organization and contact individual. In addition to this information, the report shall contain the following:

(a) Contract lobbyists: The name, business address, telephone number of each client, the nature of each client's business and the item(s) of legislative action or administrative action the lobbyist is seeking to influence on behalf of the client; and the name of each person employed or retained by the lobbyist to lobby on behalf of each client.

(b) Business or organization lobbyists: The names of owners, officers or employees conducting lobbying activities and the item(s) of legislative action or administrative action the lobbyist is seeking to influence.

(c) Expenditure lobbyists: The item(s) of municipal legislative action or administrative action the lobbyist is seeking to influence.

(d) Payment received by the reporting lobbyist for services as a consultant or in any other capacity for services rendered to a City agency, any City official or any City official-elect or their controlled committees, or ballot measure committee within the previous calendar year. The dates of payment and name of each payer shall be included.

(e) Campaign and officeholder contributions that a lobbyist made, delivered or acted as an intermediary for, to an elected City official or candidate for City office made during the preceding calendar year. A person is an intermediary for a contribution if the recipient of the contribution would consider that person to be the contributor without the disclosure of the identity of the true source of the contribution. Also, a lobbyist acts as an intermediary if the lobbyist makes a contribution on behalf of another person, and that

other person is acknowledged as the contributor, and the lobbyist is reimbursed for the contribution.

(f) Campaign and officeholder contributions made at the behest of an elected City official or candidate to any other elected public official or candidate for public office during the preceding calendar year.

(g) All independent expenditures made for or on behalf of a City official or candidate for City office made during the preceding calendar year.

(h) Fundraising activity for any City official, candidate for elective City office or any controlled committee of the elected City official or candidate for City office or for any political action committee, political party or candidate for elective office of a governmental organization made at the behest of a City official during the preceding calendar year. Required information and disclosures must include the name of the City official, candidate, committee or party on whose behalf the lobbyist engaged in fundraising activities, or delivered or acted as intermediary for one or more contributions. The information and disclosures must also include the name of the City official requesting the fundraising activity, the date of the fundraising activity, the name of the contributors and the amount of contributions raised, delivered and/or made in connection with which the lobbyist acted as an intermediary.

(i) Donations to for-profit or nonprofit organizations made at the behest of a City official or candidate for elective City office of any contribution or payment of more than $1,000.00 in the aggregate made during the preceding calendar year.

(j) Contacts made with City officials or City officials-elect during the preceding calendar year for the purpose of influencing or attempting to influence legislative action or administrative action. Contact information must include a brief description of the item(s) of legislative action or administrative action the lobbyist is seeking to influence, the date(s) of contact, the method(s) of contact, and the number of contacts in the following ranges: (one), (two to five), (six to ten) or (11 or more).

(k) Activity expenses such as payments that directly benefit any City official, City official-elect or member of his or her immediate family or domestic partner made during the preceding calendar year. Activity expenses include gifts, honoraria, consulting fees, salaries and other forms of compensation, but do not include campaign contributions.

(l) The name, address, title and telephone number of the person responsible for preparing the report, together with that individual's signature attesting to the authority of the signatory and the accuracy and truthfulness of the information submitted.

I-310-3.5.100 Quarterly Reports

Quarterly reports for the prior three-month period are to be filed with the City Clerk on or before July 15, October 15, January 15, and April 15 of each year, whether or not any lobbying activities have occurred during such period. Electronic reporting may also be permitted by the City Clerk. Each quarterly report shall contain the same information as required to be disclosed in the initial registration, for those activities occurring in that period. If a lobbyist has terminated all lobbying activities during such period, the lobbyist may file a declaration of termination with the quarterly report. The final quarterly report shall include disclosure of any lobbying activities during the period of termination.

I-310-3.5.110 Records Retention

All information, reports and statements required to be filed under the provisions of this chapter shall be compiled and preserved by the City pursuant to the City's records retention schedule and shall be open to public inspection. Copies of the records pertaining to the above-required reports shall be preserved by the lobbyist for inspection and audit for a period of four years from date of production.

I-310-3.5.120 Lobbyist Identification

When appearing in a lobbying capacity at any meeting with a City official or at a public meeting of the City Council or any other City board, commission or hearing, a contract lobbyist shall identify himself/herself and the client(s) on whose behalf he/she is appearing, and a business or organization lobbyist shall identify himself/herself and the business or organization he/she represents.

I-310-3.5.130 Prohibitions

It shall be unlawful for any lobbyist to commit any of the following acts:

(a) Unregistered lobbying: Acting as a lobbyist in the City without having registered in compliance with this chapter, or knowingly to employ a person or entity to serve as a lobbyist when such person is not registered pursuant to this chapter.

(b) Unauthorized communications: Sending or causing any communication to be sent to any City official in the name of any nonexistent person or in the name of an existing person without the express or implied consent of such person.

(c) Indirect violations: Attempting to evade the requirements of this chapter through indirect efforts or through the use of agents, associates, intermediaries or employees.

(d) Creation of obligations: Performing or sponsoring any act with the purpose and intent of placing any City official under personal obligation to the lobbyist.

I-310-3.5.140 Gifts

It shall be unlawful for any lobbyist to deliver or cause to be delivered any gift to any City official, and for any City official to accept any gift from a lobbyist.

I-310-3.5.150 Enforcement

Persons or entities that violate this chapter may be subject to penalties as set forth in Milpitas Municipal Code sections I-1-4.09-1 to I-1-4.09-11.

I-310-3.5.160 Injunction

The City Attorney or his designee may seek injunctive relief in the courts to enjoin violations of or to compel compliance with the provisions of this chapter.

I-310-3.5.170 Practice Restrictions

No person who the City finds to have violated this chapter may act as a lobbyist or otherwise attempt to influence municipal legislative actions or administrative actions for compensation for one year after such finding of violation.

I-310-3.5.180 Exemptions

Any person who in good faith and on reasonable grounds believes that he or she is not required to comply with the provisions of Milpitas Municipal Code section I-310-3.5.40 by reason of his or her being exempt under Milpitas Municipal Code section I-310-3.5.30(p) shall not be deemed to have violated the provisions of Milpitas Municipal Code section I-310-3.5.40 if, within 15 days after notice from the City, he or she either complies or furnishes satisfactory evidence to the City that he or she is exempt from registration.

I-310-3.5.190 Lobbyists on Behalf of the City

(a) Any lobbyist who contracts for economic consideration with the City of Milpitas to represent the City in matters before any local, regional, state, or federal administrative or legislative body shall file a public records report of their activities on a quarterly basis with the City Clerk's office. This report shall be maintained by the City Clerk's office and not be exempt from disclosure. Each quarterly report shall identify all financial expenditures by the lobbyist, the individual or entity to which each expenditure was made, the date the expenditure was made, and specifically identify the local, state, regional or national legislative or administrative action the lobbyist supported or opposed in making the expenditure. The failure to file a quarterly report with the required disclosures shall be a violation of this chapter.

(b) No person shall be deemed a lobbyist on behalf of the City under subsection (a) of this section, unless that person receives or becomes entitled to receive at least $250.00 total compensation in any month for influencing legislative or administrative action on behalf of the City of Milpitas. No business or organization shall be deemed as a lobbyist under subsection (a) of this section unless it compensates its employees or members for their lobbying activities on behalf of the City of Milpitas, and the compensated employees or members have at least 25 separate contacts with local, state, regional or national officials for the purpose of influencing legislative or administrative action within any two consecutive months. "Total compensation" shall be calculated by combining all compensation received from the City of Milpitas during a month of lobbying activities on matters at the local, state, regional or national level. "Total number of contacts" shall be calculated by combining all contacts made during a two-month period on behalf of the City of Milpitas for all lobbying activities on matters at the local, state, regional or national level.

(c) Funds of the City of Milpitas shall not be used to support any lobbying efforts to restrict public access to records, information, or meetings, except where such effort is solely for the purpose of protecting the identity and privacy rights of private citizens.

SECTION 4. 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 5. 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:	**Authorize the City Manager, or Designee, to Negotiate and Execute a Professional Services Agreement with WeHOPE for Homeless Outreach, Assessment, and Mobile Hygiene Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Sarah Balcha, Senior Administrative Analyst, 408-586-3268)**
Category:	Consent Calendar-Community Development
Meeting Date:	6/16/2026
Recommendation:	(1) Authorize the City Manager, or designee, to negotiate and execute a Professional Services Agreement with WeHOPE for Homeless Outreach, Assessment, and Mobile Hygiene Services for a five-year term and a maximum compensation not to exceed $849,208, subject to the appropriation of funds; and (2) Approve an increase of $159,952 in the Affordable Housing Grant Fund in FY 2026-27.

BACKGROUND:

On October 6, 2020, City staff, in coordination with Destination: Home and Santa Clara County, presented the 2020-2025 Regional Community Plan to End Homelessness to the Milpitas City Council as a roadmap for how to address and end homelessness in Santa Clara County. At a special City Council meeting on October 15, 2020, City Council directed staff to return to City Council with a proposal for a comprehensive strategy to prevent and respond to homelessness in Milpitas. On November 10, 2020, City Council approved and authorized staff to enter into an agreement with Santa Clara County for homeless outreach, assessment, and street-based case management services. On December 1, 2020, City Council adopted a resolution endorsing the 2020-2025 Santa Clara County Community Plan to End Homelessness, which included a six-month pilot program for weekly hot shower, laundry, and case management services for unhoused residents in Milpitas.

On February 21, 2021, staff entered into an agreement with WeHOPE, a nonprofit agency based in Santa Clara County, for the pilot program. The agreement was for 26 sessions of services for a not-to-exceed amount of $21,372. Mobile hygiene services provided a mobile shower and laundry trailer at no charge to the unhoused residents. At each session, WeHOPE also provided supplies such as towels, laundry pods, hair and body wash, and hygiene kits. On September 7, 2021, City Council received a report from staff on the pilot program and directed staff to extend the pilot for an additional 12 months. The pilot agreement was subsequently extended two more times and ended on June 30, 2023. On June 6, 2023, City Council approved a new three-year agreement with WeHOPE for mobile shower and laundry services for unhoused individuals. The agreement was executed on July 5, 2023 with a term of July 1, 2023 to June 30, 2026.

In April 2024, the City issued a Request for Proposals (RFP 24-088) for homeless outreach. Based on the results of the RFP, WeHOPE was determined to be the best value proposer. On June 18, 2024, City Council authorized staff to enter into a one-year agreement with WeHOPE for homeless outreach and assessment services for an amount not to exceed $199,933. On June 17, 2025, City Council authorized staff to extend the term of the agreement through June 30, 2026 and add an additional $203,033 for a revised maximum compensation of $402,966.

Between September 2024 and September 2025, WeHOPE responded to 173 referrals from the City in addition to referrals identified through outreach. Additionally, from March 2021 through December 2025, WeHOPE provided 247 mobile hygiene sessions equating to 4,964 showers and 2,559 loads of laundry for 2,675 individuals, with an average of 50 unduplicated individuals per month. The agreements for these services both expire June 30, 2026.

ANALYSIS:
On March 17, 2026, the City released a Request for Proposal (RFP 26-181) for Homeless Outreach/Assessment and Mobile Hygiene Services. For Homeless Outreach/Assessment Services, vendors were asked to provide proposals for three levels of frequency: two days per week, three days per week, and five days per week. For Mobile Hygiene, vendors were asked to provide proposals for one location for a four-hour session once a week. Vendors were allowed to submit proposals for one or both services.

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, 6,924 RFP notifications were sent, and 23 firms downloaded the RFP. Three vendors submitted proposal responses by the published RFP closing date of April 21, 2026.

All three vendors submitted proposals for Homeless Outreach/Assessment Services, while only one of them, WeHOPE, also submitted a proposal for Mobile Hygiene Services. Since there was only one responsive proposal for Mobile Hygiene services, evaluators reviewed the Mobile Hygiene submission from WeHOPE and confirmed that the proposer was responsible and able to meet the City's requirements for these services.

For the Outreach/Assessment Services, evaluators scored the proposers in accordance with the evaluation criteria set forth in the RFP. Final scores were as follows:

Evaluation Criteria	Evaluation Criteria Weight (%)	LifeMoves	Pathways for Progress LLC	WeHOPE
Cover Letter and RFP Compliance	5%	3	1	4
Company Profile	10%	8	2	8
Execution Plan	10%	5	4	6
Personnel Assigned	20%	14	4	12
Service Proposal	25%	19	7	18
References	10%	8	2	8
Proposed Compensation	20%	5	19	20
Total Weighted Average	100%	62	39	76

Based on these results, WeHOPE was ranked as the best value proposer in accordance with the evaluation criteria set forth in this RFP. Since WeHOPE is the City's current provider for both of these services and staff have been satisfied with their services to date, reference checks were not conducted for this RFP.

Staff recommend that the City enter a five-year contract with WeHOPE as follows:

- **Homeless Outreach/Assessments**: Services to be provided by two case workers three days per week for an amount not to exceed $99,840 for the first year. Based on this level of service with an annual increase not to exceed 3% per year after the first year of service, subject to vendor's advance request and justification in accordance with an applicable industry index and City's approval, the maximum five-year cost is estimated to not exceed $530,065.
- **Mobile Hygiene**: Services to be provided once per week for a period of four hours for an amount not to exceed $60,112 for the first year. Based on this level of service with an annual increase not to exceed 3% per year, subject to vendor's advance request and justification in accordance with an applicable industry index and City's approval, the estimated maximum five-year cost will not exceed $319,143.
- The combined not to exceed amount for both services for the first year will be $159,952, and the five-year not to exceed amount will be $849,208, subject to the appropriation of funds.

Under the City's standard terms and conditions, the City reserves the right to terminate the Agreement or parts of the Agreement, with or without cause, with 10 calendar days' notice. The Agreement will also include a provision that the Agreement is subject to the appropriation of funds by City Council.

Staff recommend reducing homeless outreach from five times a week to three times a week as WeHOPE has been providing consistent outreach since 2024. WeHOPE has built trust and relationships with the unhoused community. The number of unhoused individuals in the city has also decreased from 143 in 2023 to 79 in 2025 as reported in the Santa Clara County Point-In-Time Count. The Point-In-Time Count is a federal requirement in which members of the community go out and count every single unhoused person on a single morning. This count occurs every other year and has specific methodologies and formulas which allow jurisdictions to get an accurate picture of homelessness. For Milpitas, the data indicates a reduction in unhoused individuals.

Funding for this contract will be through a combination of the 2022 and 2023 Permanent Local Housing Allocation (PLHA) grant of $361,322 which City Council approved for homeless outreach and the approximate $380,000 remaining in the Homeless Prevention and Unhoused Services Grant which can be used for both homeless outreach and mobile shower and laundry services. The combined funding covers over 4 years of homeless outreach at three days per week and mobile shower and laundry services at 1 one day per week. This means between these two grants; funding is secured for FY 26-27 – FY 29-30.

Frequency	2 days/week	3 days/week	5 days/week
Homeless Outreach	$66,560.00	$99,840.00	$166,400.00

	Homeless Outreach 3 days/week	**Funding Source**	**Mobile Shower and Laundry 1 day/week**	**Funding Source**	**Total**
Year 1	$99,840.00	PLHA (as approved by Council on 02/03/2026)	$60,112.00	Homelessness Prevention and Unhoused Services Grant	$159,952.00
Year 2	$102,835.20	PLHA (as approved by Council on 02/03/2026)	$61,915.36	Homelessness Prevention and Unhoused Services Grant	$164,750.56
Year 3	$105,920.26	PLHA (as approved by Council on 02/03/2026)	$63,772.82	Homelessness Prevention and Unhoused Services Grant	$169,693.08
Year 4	$109,097.86	PLHA (as approved by Council on 02/03/2026) + Homelessness Prevention and Unhoused Services Grant	$65,686.01	Homelessness Prevention and Unhoused Services Grant	$174,783.87
Year 5	$112,370.80	TBD	$67,656.59	Homelessness Prevention and Unhoused Services Grant	$180,027.39

* Estimates include an annual fee increase of 3%
* Homelessness Prevention and Unhoused Services Grant may be replaced by an alternate funding source in future years.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve this recommendation and direct staff to cancel the RFP without an award of contract.

Pros: No funds will be expended.

Cons: The City has been providing its unhoused residents with homeless outreach and a mobile shower and laundry trailer since 2021. Discontinuing these vital services would create barriers in assisting unhoused residents with services and providing them with connection points to shelters.

Reason for Not Recommending: Many volunteer organizations partner with WeHOPE at the mobile shower and laundry trailer site. Not having a central location would make it harder for volunteers to provide unhoused individuals with additional services and support offered in addition to the free shower and laundry. This would also prevent City staff from responding to encampment notifications.

Alternative 2: Direct staff to remove, reduce, or maintain services. For Outreach/Assessment Services, they can be reduced to two days per week or less or increased back to five days per week. For Mobile Hygiene, it is already at its lowest level of service so the only way to reduce it further would be to remove it. It could be increased to more days per week, but with the significant reduction in the unhoused population in Milpitas, it is probably not necessary.

Pros: Less funds could be expended if services are reduced or eliminated.

Cons: A reduction in outreach would negatively impact how quickly outreach is deployed once notification is received. Keeping the service at five days a week would require more funding. Eliminating the mobile shower and laundry service would mean unhoused individuals would no longer have free access to these mobile hygiene services.

Reason for Not Recommending: The 2025 Point-In-Time Count reported 79 unhoused individuals in Milpitas which was a reduction from 142 unhoused individuals in 2023. Additionally, WeHOPE has conducted homeless outreach in Milpitas since 2024 and has built trust within the community. Due to the reduction in unhoused individuals in Milpitas, the need for these services should likewise be reduced. However, reducing the days of the week to two would be drastic and result in the City not being able to respond to encampment notifications in a timely manner. Removing the mobile hygiene services that have been provided since 2021 would not only remove these services from the unhoused population but would also impact the large number of community volunteers who normally show up every week to provide additional services. The cost of service is relatively inexpensive, and it is a core service the City provides to its unhoused residents.

PROJECT SCHEDULE/KEY MILESTONES

Following approval of this recommendation, staff will execute a new contract with WeHOPE by June 30, 2026 with a start date of July 1, 2026.

FISCAL IMPACT:

For Fiscal Year 2026-27, the appropriation action to increase the Affordable Housing Grant Fund (Fund 218) by $159,952 will ensure sufficient funds are available to cover the first year's expense of this contract. Upon City Council approval, this contract will be funded by the 2022 and 2023 Permanent Local Housing Allocation (PLHA) grant and the Homelessness Prevent and Unhoused Services Grant programs. Funding for future fiscal years will be requested and appropriated through the City's annual budget process.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

ATTACHMENT(S):

None.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Authorize the City Manager, or Designee, to Negotiate and Execute an Agreement for Crossing Guard Services with All City Management Services, Inc. (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Jared Hernandez, Chief of Police, 408-586-2406)**
Category:	Consent Calendar-Public Safety
Meeting Date:	6/16/2026
Recommendation:	Authorize the City Manager, or designee, to negotiate and execute a Professional Services Agreement for Crossing Guard Services with All City Management Services, Inc. for an initial three-year term of August 1, 2026 through July 31, 2029 with a maximum compensation of $2,920,549 plus one additional option, to be exercised at the City's sole discretion, to extend the agreement for an additional three-year term through July 31, 2032 with a maximum compensation of $3,190,055 for a combined contract not-to-exceed amount of $6,110,604 for the full six years, subject to the appropriation of funds.

BACKGROUND:

The Milpitas Crossing Guard Program was first adopted in 2006. Its purpose is to provide crossing guard assistance to children and pedestrians at intersections along school routes to enhance public safety. Through the 2022-2023 school year, the program was managed directly by the Milpitas Police Department. However, due to staffing capacity issues, the Police Department was no longer able to provide these services after this time.

On June 20, 2023, City Council authorized staff to enter into a one-year agreement with All City Management Services, Inc. to provide crossing guard services for the 2023-2024 school year, with one additional one-year option to extend the agreement through the 2024-2025 school year. The option was exercised on June 5, 2024 to extend the term of the agreement through July 31, 2025. Additionally, on June 17, 2025, City Council authorized staff to execute an amendment to the agreement to extend it for one additional year through July 31, 2026 to allow staff sufficient time to complete a competitive solicitation for these services.

ANALYSIS:

On March 25, 2026, the City released a Request for Proposal (RFP 25-1195) for Crossing Guard Services. The scope of work included providing crossing guard services for 37 sites during the regular 180-day school year for an estimated 26,325 hours and at selected sites for the 25-day summer school session for an estimated 800 hours.

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, 6,937 notifications were sent to registered users, and 20 users downloaded the RFP. Three vendors submitted proposal responses by the published RFP closing date of April 22, 2026.

Evaluators scored the proposals in accordance with the evaluation criteria set forth in the RFP. Final scores were as follows:

Vendor	Evaluation Criteria Weight (%)	All City Management Services, Inc.	Crossing Guard Services LLC	Unified Protective Services, Inc.
Cover Letter and RFP Compliance	5%	5	4	3
Experience and Qualifications	20%	19	17	5
Execution Plan	20%	19	15	9
Service Capabilities	30%	28	24	13
References	5%	5	4	2
Proposed Compensation	20%	11	12	20
Weighted Average Score	**100%**	**87**	**76**	**52**

Based on these results, All City Management Services, Inc. was ranked as the best value, responsive, and responsible proposer. Since All City Management Services, Inc. is the City's current provider, reference checks were not conducted as staff have been satisfied with the vendor's services to date.

Staff recommend that the City enter into a contract with All City Management Services, Inc. for an initial three-year term for an amount not to exceed $2,920,549, subject to the annual appropriation of funds and in accordance with the City's standard terms and conditions. Staff also recommend including one three-year option to extend the agreement for an amount not to exceed $3,190,055. The combined total contract amount for the full six years of the contract, should the City elect to exercise the option, would be $6,110,604. This cost includes fixed hourly pricing for each year with an increase cap of 3% per year. Under the City's standard terms and conditions, the City reserves the right to terminate all or part of the agreement, with or without cause, with 10 calendar days' notice. The agreement also includes a provision for termination due to non-appropriation of funds.

POLICY ALTERNATIVE(S):

Alternative 1: Do not authorize the City Manager, or designee, to negotiate and execute the agreement.

Pros: The City would not incur costs for these services.

Cons: There would be a gap in crossing guard services that would not be fillable by the Police Department due to current staffing constraints.

Reason for Not Recommending: A gap in crossing guard services jeopardizes public safety.

PROJECT SCHEDULE/KEY MILESTONES

Following approval of this recommendation, staff will negotiate and execute an agreement with All City Management Services, Inc. by July 31, 2026, with a start date of August 1, 2026.

FISCAL IMPACT:

General funds in the amount of $964,971 are included in the Fiscal Year 2026-2027 budget request, which was approved by City Council on June 9, 2026. Funding for future fiscal years is subject to appropriation through the City's annual budget process.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

ATTACHMENT(S):

None.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Authorize the City Manager, or Designee, to Negotiate and Execute a Purchase Order with JWC Environmental, Inc. for the Purchase and Installation of Two Channel Monster Grinders (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	6/16/2026
Recommendation:	Authorize the City Manager, or designee, to negotiate and execute a purchase order with JWC Environmental, Inc. for the purchase and installation of two Channel Monster Grinders for a not-to-exceed amount of $275,722.

BACKGROUND:
The City of Milpitas' municipal sewer collection system consists of 175 miles of gravity pipes and five miles of force main. The system also includes two pump stations: the Venus Station, which lifts sewage out of the low-lying Pines neighborhood, and the Main Lift Station, which pumps all City sewage through dual 2.5-mile force mains to the San José/Santa Clara Regional Wastewater Facility for treatment.

The Main Lift Station is equipped with four JWC Environmental Channel Monster Model CDD6020 grinders. Each grinder is located within an individual concrete channel, and all influent sewage flows through the grinders before being pumped to the wastewater treatment plant. Two of the grinders were installed in 2007 and are now almost 20 years old, which is their estimated useful life. The other two grinders were replaced in 2025. The Public Works Department scheduled replacement of the two 20-year-old grinders over a two-year period as part of the adopted Capital Improvement Program budget.

ANALYSIS:
Because the electrical, mechanical, and hydraulic infrastructure at the Main Lift Station is specifically engineered to accommodate these JWC Environmental Channel Monster Model CDD6020 grinders, use of a different grinder would require significant costs to complete modifications to the existing infrastructure to ensure system compatibility, interoperability, operational reliability, and cost-effective maintenance. Based on this, the Purchasing Agent approved a standardization for JWC Environmental Channel Monster Model CDD6020 grinders on June 3, 2026 pursuant to Municipal Code §I-2-3.14 (Standardization).

While JWC Environmental, Inc. (JWC), the grinder manufacturer, does have an authorized reseller and service provider assigned to our region, the regional vendor has been consistently unresponsive to City staff so JWC agreed to work directly with the City. On June 3, 2026 pursuant to Municipal Code §I-2-3.06 (Sole Source Procurement), the Purchasing Agent approved a sole source designation for JWC for the purchase of grinders and parts as well as related services such as installation, maintenance, and repair.

Staff requests authority to issue a purchase order to JWC for the purchase and installation of two Channel Monster Model CDD6020 grinders for a not-to-exceed amount of $275,722. Another vendor, under a separate contract, will provide crane services to lift the grinders into place, after which JWC will complete the installation process.

POLICY ALTERNATIVE(S):
Alternative 1: Do not approve this purchase order.

Pros: No City funds would be expended.

Cons: The two 20-year-old grinders that are at the end of their estimated useful life could become non-operational.

Reason for Not Recommending: Failure of the existing grinders could result in sewage overflows which would pose significant public health, safety, and environmental hazards.

PROJECT SCHEDULE/KEY MILESTONES
Following approval of this recommendation, staff will negotiate and execute a purchase order with JWC Environmental, Inc. by July 15, 2026.

FISCAL IMPACT:
Sufficient funds for this $275,722 purchase are available in Capital Improvement Project 6124, Sewer Pump Station Rehabilitation Program. As of May 18, 2026, the available balance for CIP No. 6124 is $1,790,553.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
This project is categorically exempt from CEQA under the Class 1 (Existing Facilities) exemption, California Code of Regulations, Title 14, Section 15301, which applies to 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 use.

ATTACHMENT(S):
None.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt Ordinance No. 38.862 Approving a Development Agreement between the City of Milpitas and Milpitas – District 2 Associates, LLC and Fields CH Owner, LLC (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**
Category:	Consent Calendar-Community Development
Meeting Date:	6/16/2026
Recommendation:	Waive the second reading and adopt Ordinance No. 38.862 approving a Development Agreement between the City of Milpitas and Milpitas – District 2 Associates, LLC and Fields CH Owner, LLC to provide certainty as to the applicable development standards for the development of 109 townhomes and 10 ADUs at 1320 McCandless Drive (APNs 086-33-112, -113, and -114).

BACKGROUND:

This Ordinance was introduced at the City Council meeting held on May 19, 2026, following a duly noticed public hearing. The Ordinance is now ready for its second reading and adoption.

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. Nine of the 109 units will be live-work units. The current application proposes a further amendment to Site Development Permit No. SD15-0006 (SA20-0004) through SA25-0002 and Conditional Use Permit (CUP) No. UP15-0010 (through UA25-0003), as amended by SA20-0004. The application also includes Vesting Tentative Tract Map No TM26-0001, Density Bonus Permit No. DB26-0001, and Development Agreement No. 26-0001. On May 19, 2026, the City Council held a duly noticed public hearing to discuss the Project and Development Agreement. After further negotiations, the Council and Applicant agreed on a modified contribution of $700,000 from the Applicant to the City, up from the original $400,00.

ANALYSIS:

Waiving the second reading is commonplace for ordinances previously considered by the Council and returning for adoption without substantive changes from the initial introduction. No substantive changes have been made to the Ordinance since its introduction on May 19, 2026.

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 Seven Hundred Thousand Dollars ($700,000) as a voluntary contribution to the City and community benefit to fund City services and infrastructure improvements at the discretion of the

Council, payable prior to issuance of the Project's final certificate of occupancy, but no later than three years from the Effective Date; 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, with a regulatory agreement to be recorded prior to issuance of the Project's first vertical building permit (or within one year of the Effective Date, whichever is earlier) and the units rented to qualifying households within two years of the Effective Date.

These community benefits are meant to offset the community impacts of the DA, which staff anticipates will at least include additional transportation and other programming 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.

POLICY ALTERNATIVE(S):

Alternative 1: Deny the Ordinance

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 $700,000.

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

Ordinance Introduction (First Reading): 5/19/2026
Ordinance Adoption (Second Reading): 6/16/2026
Ordinance Effective Date: 7/16/2026 (30 days after adoption)
Recordation of DA: within 10 days of the Effective Date per Ordinance Section 5
Estimated Submittal of Building Plan Check/ Construction Drawings: August 2026
Estimated Start of Construction: June 2027
Estimated Substantial Completion: June 2028

FISCAL IMPACT:

If the Ordinance is approved, the Applicant will apply for various building 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 Development Agreement includes a one-time voluntary contribution of $700,000 to the City to fund City services and infrastructure improvements at the discretion of the Council.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

In accordance with the California Environmental Quality Act (CEQA), the City has found the project to be exempt, per CEQA Guidelines Section 15182. On May 22, 2026, the City submitted a Notice of Exemption

(NOE) with the County Clerk.

ATTACHMENT(S):
(a) Ordinance No. 38.862
(b) Exhibit 1 to the Ordinance – Development Agreement

REGULAR

NUMBER: 38.862

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 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 $700,000 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 (31 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 $700,000 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 held a duly noticed public hearing on May 6, 2026 and the City Council considered the Development Agreement and Project for approval at a public hearing 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 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.

RECORD WITHOUT FEE
PURSUANT TO GOVERNMENT CODE § 6103

RECORDING REQUESTED BY **AND** **WHEN RECORDED MAIL TO:** City of Milpitas City Clerk's Office 455 Calaveras Boulevard 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

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1. Legal Description of Property
2. Selected Pages of Development Plan
3. Conditions of Approval
4. Mitigation Monitoring and Reporting Program
5. Insurance Requirements

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 four sheets of plans submitted by Urban Arena Architects dated 4/15/2026. Sheets SP1, L3, TM-01, and TM-02 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 $700,000 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 May 6, 2026, 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. 26-010 (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 May 19, 2026, 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. 38.862, approving this Agreement.

R. On May 19, 2026, the City Council adopted Ordinance No. 38.862, 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 seven hundred thousand dollars ($700,000) 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 Seven Hundred Thousand Dollars ($700,000.00) 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

EXHIBIT A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT ONE:

All that real property situated in the City of Milpitas, County of Santa Clara, State of California, being portions of “Lot 1” and “Lot 2” as shown on the Map entitled “Tract 10476, Gideon & Elion at the Fields”, filed January 24, 2020 in Book 929 of Maps, at Pages 5 through 9, Records of Santa Clara County, California, being more particularly described as follows:

Beginning at an angle point in the Southwest line of Great Mall Parkway, said point being the Northwesterly terminus of the course designated (N62°12’08”W, a distance of 96.02 feet) on said Map; thence along said Southwest line, S62°12'08"E, a distance of 43.22 feet; thence leaving said Southwest line, S31°51'13"W, a distance of 142.20 feet; thence N58°08'47"W, a distance of 23.00 feet; thence S31°51'13"W, a distance of 70.00 feet; thence S58°08'47"E, a distance of 9.98 feet; thence S31°51'13"W, a distance of 47.50 feet; thence S76°51'13"W, a distance of 90.84 feet; thence N58°08'47"W, a distance of 55.14 feet to Southeast line of McCandless Drive, and the beginning of a non-tangent curve to the right, from which the radius point bears S65°19'23"E, a radial distance of 655.97 feet; thence along said Southeast line, Northeasterly along said curve, through a central angle of 07°10'49", a distance of 82.21 feet; thence N31°51'26"E, a distance of 200.98 feet; thence S57°11'41"E, a distance of 3.84 feet to the beginning of a non-tangent curve to the right, from which the radius point bears S57°11'41"E, a radial distance of 35.00 feet; thence Easterly along said curve, through a central angle of 89°33'01", a distance of 54.70 feet to the Southwest line of Great Mall Parkway; thence along said Southwest line, S57°38'40"E, a distance of 20.00 feet; thence continuing along said Southwest line, S32°21'20"W, a distance of 5.00 feet; thence continuing along said Southwest line, S57°38'40"E, a distance of 25.00 feet; thence continuing along said Southwest line, N32°21'14"E, a distance of 9.04 feet; thence continuing along said Southwest line, S57°38'40"E, a distance of 10.24 feet to the Point of Beginning.

Being “Adjusted Lot 1” pursuant to that certain Certificate of Compliance for Voluntary Lot Line Adjustment Lot Line Adjustment Number E-LL20-0002, recorded April 6, 2020, Instrument No. 24448416, of Official Records.

APN: 086-33-112

TRACT TWO:

PARCEL ONE:

All that real property situated in the City of Milpitas, County of Santa Clara, State of California, being portions of "Lot 1" and "Lot 2" as shown on the Map entitled "Tract 10476, Gideon & Elion at the Fields", filed January 24, 2020 in Book 929 of Maps, at Pages 5 through 9, Records of Santa Clara County, California, being more particularly described as follows:

Commencing at an angle point in the Southwest line of Great Mall Parkway, said point being the Northwesterly terminus of the course designated (N62°12'08"W, a distance of 96.02 feet) on said Map; thence along said Southwest line, S62°12'08"E, a distance of 43.22 feet to the Point of Beginning; thence leaving said Southwest line, S31°51'13"W, a distance of 142.20 feet; thence N58°08'47'W, a distance of 23.00 feet; thence S31°51'13'W, a distance of 70.00 feet; thence.S58°08'47"E, a distance of 9.98 feet; thence S31°51'13'W, a distance of 47.50 feet; thence S76°51'13"W, a distance of 90.84 feet; thence N58°08'47"W, a distance of 55.14 feet to the Southeast line of McCandless Drive, and the beginning of a non-tangent curve to the left, from which the radius point bears S65°19'23"E, a radial distance of 655.97 feet; thence along said Southeast line, Southwesterly along said curve, through a central angle of 03°56'39", a distance of 45.16 feet to the North line of "Lot 3", as shown on said Map; thence along said North line, S70°36'01"E, a distance of 533.80 feet; thence continuing along said North line, S82°53'16"E, a distance of 156.91 feet to the Northwest line of Centre Pointe Drive, and the beginning of a non-tangent curve to the right, from which the radius point bears S82°30'18"E, a radial distance of 266.49 feet; thence along said Northwest line, Northerly along said curve, through a central angle of 24°21'24", a distance of 113.28 feet; thence continuing along said Northwest line, N31°51'06"E, a distance of 70.51 feet to the beginning of a non-tangent curve to the left, from which the radius point bears S83°25'03"W, a radial distance of 30.00 feet; thence continuing along said Northwest line, Northwesterly along said curve, through a central angle of 51°33'50", a

distance of 27.00 feet to the Southwest line of Great Mall Parkway; thence along said Southwest line, N58°08'47'W, a distance of 430.00 feet to the beginning of a non-tangent curve to the left, from which the radius point bears S31°57'30'W, a radial distance of 119.00 feet; thence continuing along said Southwest line, Northwesterly along said curve, through a central angle of 04°09'38", a distance of 8.64 feet; thence continuing along said Southwest line, N62°12'08"W, a distance of 52.80 feet to the Point of Beginning.

Being “Adjusted Lot 2” pursuant to that certain Certificate of Compliance for Voluntary Lot Line Adjustment Lot Line Adjustment Number E-LL20-0002, recorded April 6, 2020, Instrument No. 24448416, of Official Records.

PARCEL TWO:

Lot 3 and Parcel B, as shown on that certain Map entitled “Tract 10476 Gideon & Elion at the Fields, a Subdivision for Condominium Purposes, City of Milpitas, Santa Clara County, California”, filed for record in the Office of the Recorder of the County of Santa Clara, State of California on January 24, 2020, in Book 929 of Maps, at Pages 5 through 9.

PARCEL THREE:

A non-exclusive Private Roadway Easement to operate, repair, restore, and maintain a private roadway, utilities, storm drains, sewer and related improvements, upon the terms, provisions and conditions referred to therein, as contained in that certain "Reciprocal Street Easement Agreement" dated April 26, 2016, recorded April 28, 2016 as Instrument No. 23289582, Santa Clara County Records.

PARCEL FOUR:

A non-exclusive Access Easement for pedestrian and vehicular ingress, egress and access, upon the terms, provisions and conditions referred to therein, as contained in that certain "Reciprocal Street Easement Agreement" dated April 26, 2016, recorded April 28, 2016 as Instrument No. 23289582, Santa Clara County Records.

PARCEL FIVE:

Non-exclusive Easements for Private Services and Utilities, including, but not limited to, the construction and maintenance of sidewalks, conduits for storm drains, sanitary sewers, water lines and their appurtenances, over under and across Parcel A, as shown on that certain Map entitled “Tract 10476 Gideon & Elion at the Fields, a Subdivision for Condominium Purposes, City of Milpitas, Santa Clara County, California”, filed for record in the Office of the Recorder of the County of Santa Clara, State of California on January 24, 2020, in Book 929 of Maps, at Pages 5 through 9.

APN: 086-33-113, 086-33-114

EXCEPTIONS

At the date hereof, items to be considered and exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2025-2026.

2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.

5. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District (CFD) as follows:

CFD No.:	2013-1
For:	Mello-Roos Community Facilities Act of 1982
Disclosed by:	Notice of Special Tax Lien
Recording Date:	January 22, 2014
Recording No.:	22502535, Official Records

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City of Milpitas, County of Santa Clara. The tax may not be prepaid.

Further information may be obtained by contacting:
Fiscal Agent of the Santa Clara County Library District Joint Powers
1370 Dell Avenue
Campbell CA 95008
408-293-2326 x3004

THE FOLLOWING MATTERS AFFECT TRACT ONE:

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on

Recording Date:	December 5, 1984
Recording No.:	Book 536, of Maps, Pages 41, 42 and 43
Purpose:	Public service utility
Affects:	As shown upon the Map herein described

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

THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

1"=20'-0" SCALE

NORTH

ILLUSTRATIVE SITE PLAN | SP1

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

CONCEPTUAL PLANTING PLAN | L3

URBAN ARENA

GENERAL NOTES:

1. DEVELOPER: LYON LIVING
4901 BIRCH STREET
NEWPORT BEACH, CA 92660
RILEY PAGNE
(949) 630-1277

2. CIVIL ENGINEER: CARLSON, BARBEE, & GIBSON, INC.
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CA 94583
JASON J. NEIL, RCE 56136
(925) 866-0322

3. GEOTECHNICAL ENGINEER: ENGEO INCORPORATED
2350 MISSION COLLEGE BLVD, SUITE 800
SANTA CLARA, CA 95054
(925) 717-7400
ANDREW N. FIRMAN

4. ARCHITECT: URBAN ARENA
3195 RED HILL AVENUE, LOFT F
COSTA MESA, CA 92626
CHRISTOPHER STEWART
(714) 754-4500

5. LANDSCAPE ARCHITECT: URBAN ARENA
3195 RED HILL AVENUE, LOFT F
COSTA MESA, CA 92626
RM SULLIVAN
(714) 754-4500

6. BASIS OF BEARINGS: THE CALCULATED GRID BEARING OF N38°31'17"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"	1974285.71	6136434.98
"1011"	1977865.34	6153460.98

7. BENCHMARK: THE BENCHMARK IS A 3.5 INCH PUNCHED DISK (LSB809) IN A MONUMENT WELL AT THE INTERSECTION OF MARKET STREET AND CENTER POINTE DRIVE (PL604), AS SET BY WOOD ROGERS & NOT A PART OF THE CITY BENCHMARK SYSTEM. ELEVATION IS TO BE VALIDATED/CONFIRMED

MON ID: BB-504
VERTICAL DATUM: NGVD29
ELEVATION: 34.405'
(DATUM CONVERSION: NAVD88 = NGVD29 + 3.75')

8. APN: 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 (RRHDU)

10. EXISTING ZONING: METRO 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 (LW):	9
ACCESSIBLE 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

20. 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).

21. PUBLIC UTILITIES: PROPOSED WATER, SANITARY SEWER AND STORM DRAIN FACILITIES WILL BE CONSTRUCTED AS PER CITY OF MILPITAS STANDARDS AND DEDICATED TO THE CITY

22. EXISTING WELLS ON SITE: NONE

23. STREET LIGHTS: STREET LIGHTS WILL BE INSTALLED PER CITY OF MILPITAS STANDARDS AND MAINTAINED BY CITY OF MILPITAS.

24. SITE WALLS: ALL WALLS WILL BE PRIVATE FACILITIES MAINTAINED BY THE HOMEOWNERS.

25. 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.

26. PRIVATE STREETS: ALL STREETS WITHIN THE SUBDIVISION WILL BE PRIVATE STREETS AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALL STREETS WILL BE IN PUE'S.

27. PRIVATE STREET TREES: INSTALLED PER CITY STANDARD NO. 448, MAINTAINED BY THE HOMEOWNER'S ASSOCIATION

28. PRIVATE STORM DRAIN: PROPOSED STORM DRAIN FACILITIES WILL BE PRIVATE FACILITIES AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, EXCEPT AS NOTED.

29. PRIVATE STREET LIGHTS: LIGHTS ON PRIVATE STREETS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION

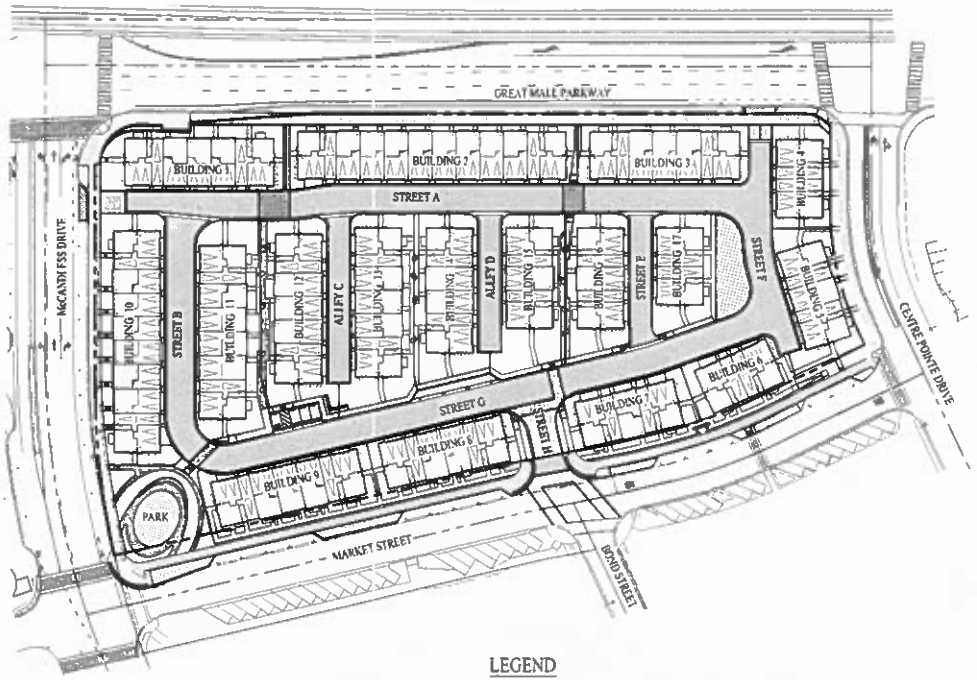
30. LANDSCAPE: ALL LANDSCAPING WITHIN THE PROJECT BOUNDARY WILL BE PRIVATELY OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION (HOA).

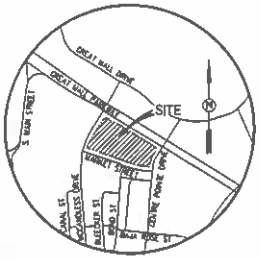
31. GRADING: PROPOSED GRADING AS SHOWN IS PRELIMINARY GRADING AND ELEVATIONS ARE SUBJECT TO FINAL DESIGN

32. EROSION CONTROL: EROSION CONTROL WILL BE PREPARED PER CITY STANDARDS AND STANDARD BMP'S.

33. 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)

34. 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 & SIDEWALK
		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	ACCESSORS 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	PSUSE	PUBLIC SERVICE, 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

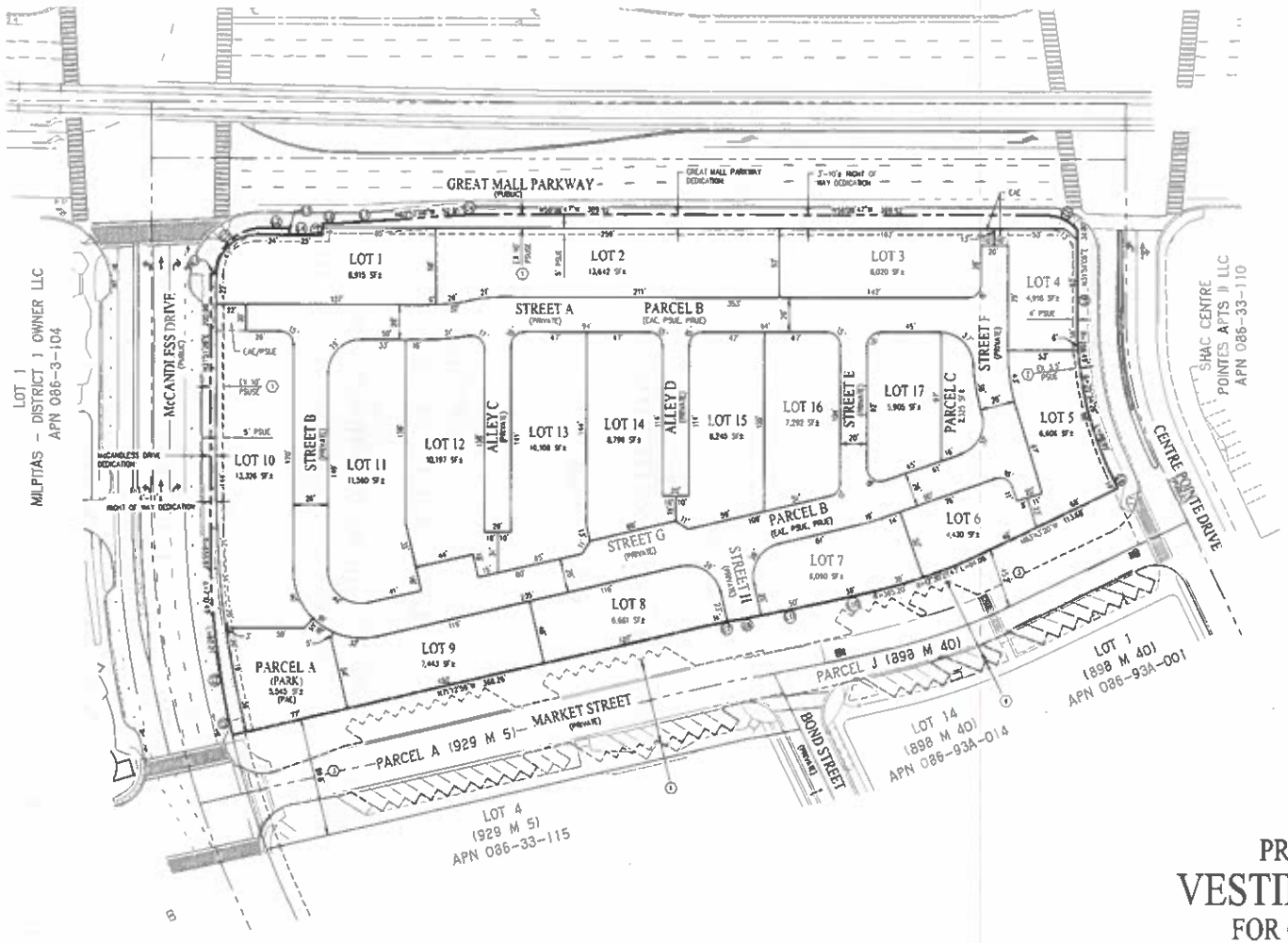
SCALE: 1" = 50' DATE: APRIL 15, 2026

0 50 100 150

cbg CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4468
WWW.CBANDG.COM

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# 23289382) 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	29.00'
L3	N32°21'20"E	5.00'
L4	N57°38'40"W	25.00'
L5	N32°21'14"E	6.84'
L6	N57°38'40"W	10.24'
L7	N89°12'08"W	43.21'
L8	N31°51'08"E	35.71'
L9	N00°16'40"E	8.84'
L10	N71°12'56"W	38.10'
L11	N89°38'34"W	58.70'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	655.97'	1°44'21"	19.91'
C2	655.97'	3°56'39"	45.16'
C3	25.00'	89°33'09"	34.70'
C4	119.00'	4°05'38"	8.64'
C5	30.00'	51°33'53"	27.00'
C6	155.28'	2°27'27"	6.66'
C7	344.66'	4°09'32"	25.06'

PROPOSED LOTTING 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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CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • (925) 866-0322
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WWW.CBANDG.COM

JOB NO.: 4142-000

SHEET NO
TM-02
OF 17 SHEETS

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

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, shall not encroach into public easements, shall not conflict with utility lines and appurtenances, and shall be approved by City prior to building permit issuance. Mailbox locations shall be shown on the improvement plans. 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

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

Mitigation Monitoring and Reporting Program

Introduction

The California Environmental Quality Act (CEQA) requires the adoption of feasible mitigation measures to reduce the severity and magnitude of significant environmental impacts associated with project development. The draft subsequent environmental impact report (draft SEIR) for the Milpitas Metro Specific Plan (Metro Plan) identified all feasible mitigation measures, subject to adoption by decision makers, to reduce the potential environmental effects of the Project.

The Mitigation Monitoring and Reporting Program (MMRP) is formulated based upon the findings of the draft SEIR. The MMRP, found in the table below, lists mitigation monitoring and implementation requirements. This MMRP has been prepared to comply with the requirements of CEQA (Public Resources Code Section 21081.6), which requires Lead Agencies making CEQA findings related to approval of a project for which an EIR was prepared/certified to adopt an MMRP when mitigation measures are required to avoid significant impacts. This MMRP contains mitigation measures that have been required in the Metro Plan to lessen significant effects. The MMRP is designed to aid the City of Milpitas in its implementation and monitoring of measures adopted from the certified SEIR.

The mitigation measures in this MMRP are assigned the same number they had in the SEIR. The MMRP is presented in table format and describes the actions that must take place to implement each mitigation measure, the timing of those actions, the entities responsible for implementing and monitoring the actions, and verification of compliance. Additional information is provided in the SEIR for the Metro Plan.

The MMRP is organized in a matrix format. The first two columns of the table identify the potential impact and corresponding mitigation measures. The third column, entitled “Implementing Party, Action” refers to the party responsible for implementing the mitigation measure and the action itself. The fourth column entitled “Timing,” refers to when monitoring will occur to ensure the mitigating action is completed. The fifth column, entitled “Monitoring Party, Verification,” refers to the party responsible for oversight or ensuring that the mitigation measure is implemented and how they can verify the action was implemented.

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Mitigation Monitoring and Reporting Program

Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
Air Quality				
AQ-1: Require at Least Tier 4 Final Engines on Construction Equipment All applicants proposing development of projects within the Metro Plan Area shall require their contractors, as a condition of contract, to further reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities, shall operate on at least an Environmental Protection Act (EPA)-approved Tier 4 Final or newer engine. Exemptions can be made for specialized equipment where Tier 4 engines are not commercially available within 200 miles of the Metro Plan Area. The construction contract must identify these pieces of equipment, document their unavailability, and ensure that they operate on no less than an EPA-approved Tier 3 engine.	AQ-2a, AQ-3, C-AQ-1	**Applicant/ applicant's contractor** Provide documentation of use of Tier 4 engines or unavailability of pieces of equipment.	During all construction activities	**City of Milpitas** Review documentation.
AQ-2: Require Use of Diesel Trucks with 2010-Compliant Model Year Engines All applicants proposing development of projects within the Metro Plan Area shall require their contractors, as a condition of contract, to use diesel trucks that have 2010 model year or newer engines, but no less than the average fleet mix for the current calendar year as set forth in the CARB's EMFAC database. In the event that 2010 model year or newer diesel trucks cannot be obtained, the contractor must provide documentation to the City showing that a good faith effort to locate such engines was conducted.	AQ-2a, AQ-3, C-AQ-1	**Applicant/ applicant's contractor** Provide documentation of use of engines with 2010 model year or newer engine but no less than average fleet mix for current calendar year per CARB's EMFAC database.	During all construction activities	**City of Milpitas** Review documentation.

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Mitigation Monitoring and Reporting Program

Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
AQ-3: Require Construction Fleet to Use Renewable Diesel All applicants proposing development of projects within the Metro Plan Area shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 hp and operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as high performance renewable diesel).	AQ-2a, AQ-3, C-AQ-1	**Applicant/ applicant's contractor** Provide contract language requiring use of renewable diesel.	During all construction activities	**City of Milpitas** Review contract language.
AQ-4: Require Low-VOC Coatings During Construction All applicants proposing development of projects within the Metro Plan Area shall require their contractors, as a condition of contract, to reduce construction-related fugitive ROG emissions by ensuring that low-VOC coatings that have a VOC content of 10 grams/liter (g/L) or less are used during construction. The project applicant will submit evidence of the use of low-VOC coatings to City prior to the start of construction.	AQ-2a, AQ-3, C-AQ-1	**Applicant/ applicant's contractor** Provide contract language requiring use of low-VOC coatings.	During all construction activities involving coatings	**City of Milpitas** Review contract language.
AQ-5: Require Fugitive Dust Best Management Practices All applicants proposing development of projects within the Metro Plan Area shall require their contractors, as a condition of contract, to reduce construction-related fugitive dust by implementing BAAQMD's basic control measures at all construction and staging areas. The following measures would be implemented. • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day. • All haul trucks transporting soil, sand, or other loose material offsite will be covered.	AQ-2a, AQ-3, C-AQ-1	**Applicant/ applicant's contractor** Provide contract language requiring implementation of fugitive dust best management practices.	During all construction activities to which the basic control measures would apply	**City of Milpitas** Review contract language.

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Mitigation Monitoring and Reporting Program

Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
• All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads, driveways, or driving surfaces shall be limited to 15 miles per hour (mph). • All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used. • A publicly visible sign will be posted with the telephone number and the name of the person to contact at the lead agency regarding dust complaints. This person will respond and take corrective action within 48 hours. The phone number of the BAAQMD will also be visible to ensure compliance.				
AQ-6: Purchase Mitigation Credits for Construction Emissions Exceeding BAAQMD's Daily Pollutant Thresholds Applicants proposing development of projects within the Metro Plan Area shall compare their project size with the BAAQMD screening sizes appropriate to their project for construction criteria pollutants found in Table 3-1 in BAAQMD's current CEQA guidelines (2017). The screening limit for general office buildings, office park, or government office building is 277,000 square feet. There are different screening limits for residential, retail, hotels, and other developments based off specific land use type (e.g., single-family housing, apartments, low-rise, hotels, strip malls). If the project is less than the screening limit for its project type, then applicants shall confirm to the City whether construction-related activities would include any of the following:	AQ-2a, AQ-3, C-AQ-1	**Applicant** Provide documentation that demonstrates the project is below the screening limit or an estimate of average emissions compared to BAAQMD thresholds. If above applicant must show documentation of coordination with a third-party or governmental	Estimates provided with application; payment (if required) is prior to construction, specifically prior to any year in which construction activity is estimated to result in an exceedance of thresholds	**City of Milpitas** Review emissions calculations and, if necessary, review documentation of offset purchase.

Milpitas Metro Specific Plan
Mitigation Monitoring and Reporting Program

Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
• Demolition. • Simultaneous occurrence of more than two construction phases (e.g., paving and building construction would occur simultaneously) or construction would occur simultaneous with other Metro Plan development. • Simultaneous construction of more than one land use type (e.g., project would develop residential and commercial uses on the same site) (not applicable to high density infill development). • Extensive site preparation (i.e., greater than default assumptions used by the CalEEMod model for grading, cut/fill, or earth movement). • Extensive material transport (e.g., greater than 10,000 cubic yards of soil import/export) requiring a considerable amount of haul truck activity. If the project is less than the screening limit for the project type and construction would involve none of the five conditions above, no further action is required. Project applicants not excluded by the conditions above shall estimate annual average emissions for each year of construction and compare the annual average emissions for each year of construction to the applicable BAAQMD thresholds at the time of analysis. The emissions estimate shall be provided as part of the project's initial application to the City. The City will review the estimate and confirm whether offsets are required for construction. Should the City-confirmed estimate indicate that the proposed development estimate would not result in construction emissions exceeding BAAQMD's daily pollutant thresholds, no further action will be required. For proposed developments that are estimated to result in exceedances of thresholds, the applicants shall coordinate with a third-party (e.g., Bay Area Clean Air Foundation) or governmental entity to pay for criteria pollutant offsets for		entity for purchase of construction offsets.		

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Mitigation Monitoring and Reporting Program

Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
every year in which construction emissions are estimated to exceed the BAAQMD thresholds. If the estimate shows exceedances of multiple criteria pollutants above the BAAQMD thresholds, then offsets must be obtained to address each pollutant above the thresholds. Emission reduction projects and fee will be determined in consultation between the applicant and the third-party or governmental entity and will include offset provider administrative costs. The agreement that specifies fees and timing of payment shall be provided to the City for review and signed by the applicant and the third-party or governmental entity. The emission reductions shall be secured prior to any year in which construction activity is estimated to result in an exceedance. The payment for the emissions can either be on an annual basis or done once upfront, prior to construction. To qualify under this mitigation measure, the specific emissions reduction project(s) must result in emission reductions in the SFBAAB that are real, surplus, quantifiable, and enforceable, and that would not otherwise be achieved through compliance with existing regulatory requirements of any other legal requirement.				
AQ-7: Restrict Use of Natural Gas in New Development Future development within the Metro Plan Area shall utilize electric space and water heating to the maximum extent feasible or to the extent required by existing or future local building regulations. Natural gas infrastructure and appliances shall not be installed to the extent feasible as determined by the availability and capacity of electrical power distribution infrastructure.	AQ-2b, AQ-7, C-AQ-1	**Applicant** Provide design documentation that demonstrates exclusion of natural gas from new development or documentation it is infeasible.	During project design and operation	**City of Milpitas** Review documentation.
AQ-8: Purchase Mitigation Credits for Operational Emissions Exceeding BAAQMD's Daily Pollutant Thresholds	AQ-2b, AQ-8, C-AQ-1	**Applicant** Provide documentation that	Estimates provided with application; payment (if	**City of Milpitas** Review documentation

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Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
Applicants proposing development of projects within the Metro Plan Area shall compare their project size with the BAAQMD screening sizes appropriate to their project for operational criteria pollutants found in Table 3-1 in BAAQMD's current CEQA guidelines (2017). The screening limit for general office buildings, office park, or government office building is 346,000 square feet, 323,000 square feet, and 61,000 square feet, respectively. There are different screening limits for residential, retail, hotels, and other developments based off specific land use type (e.g., single-family housing, apartments, low-rise, hotels, strip malls) If the project is less than the screening limit for the project type, then no further action is required. Project applicants not excluded by the condition above shall estimate annual average operational emissions for each operational year over the life of the project (20 years) and compare the annual average emissions for each year of operations to the BAAQMD thresholds used in the EIR for criteria pollutants. The emissions estimate shall be provided as part of the project's initial application to the City for the project. The City will review the estimate and confirm whether offsets are required for operation. Should the City-confirmed estimate indicate that the proposed development estimate would not result in operational emissions exceeding BAAQMD's daily pollutant thresholds, no further action is required. For proposed developments that are estimated to result in exceedances of thresholds during any year of the project's life, the applicants shall coordinate with a third-party (e.g., Bay Area Clean Air Foundation) or governmental entity to pay for criteria pollutant offsets for every year in which operational emissions are estimated to exceed the BAAQMD thresholds. If the estimate shows exceedances of multiple criteria pollutants above the BAAQMD thresholds,		demonstrates the project is below the screening limit or an estimate of average emissions compared to BAAQMD thresholds. If above applicant must c show documentation of coordination with a third-party or governmental entity for operations offsets.	required) is prior to operation or annually during project operation	and, if necessary, review documentation of offset purchase.

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Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
then offsets must be obtained to address each pollutant above the thresholds. Emission reduction projects and fee will be determined in consultation between the applicant and the third-party or governmental entity and will include offset provider administrative costs. The agreement that specifies fees and timing of payment shall be provided to the City for review and signed by the applicant and the third-party or governmental entity. The emission reductions shall be secured prior to any year in which operational activity is estimated to result in an exceedance. The payment for the emissions can either be on an annual basis or done once upfront prior to operation. To qualify under this mitigation measure, the specific emissions reduction project(s) must result in emission reductions in the SFBAAB that are real, surplus, quantifiable, and enforceable, and that would not otherwise be achieved through compliance with existing regulatory requirements of any other legal requirement.				
AQ-9: Prepare a Health Risk Assessment All applicants proposing development of projects in the Metro Plan Area within 1,000 feet of existing sensitive receptors, as defined by BAAQMD (e.g., residential), shall prepare a site-specific construction and operational Health Risk Assessment (HRA). The HRA shall include all reasonably foreseeable sources of TAC, consistent with BAAQMD guidelines. If the HRA demonstrates, to the satisfaction of the City, that the health risk exposures or PM2.5 concentrations for adjacent receptors would be less than BAAQMD project-level thresholds, then additional mitigation would be unnecessary. However, if the HRA demonstrates that health risks or PM2.5 concentrations would exceed BAAQMD project-level thresholds, additional feasible on- and offsite mitigation would be analyzed by the applicant to help reduce risks to the greatest extent	AQ-3, C-AQ-1	**Applicant** Prepare HRA. If health risk is over BAAQMD threshold, analyze mitigation to reduce risks.	With project application	**City of Milpitas** Review HRA and, if necessary, mitigation measures.

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Mitigation Monitoring and Reporting Program

Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
practicable. Mitigation may include installation of indoor air filters (MERV 13 or higher) at sensitive receptor locations and planting of vegetation and trees as pollution buffers.				
Greenhouse Gases				
GHG-1: Require Implementation of BAAQMD-Recommended Construction Best Management Practices All applicants within the Metro Plan Area shall require their contractors, as a condition of contracts, to reduce construction-related GHG emissions by implementing BAAQMD's recommended BMPs, including the following measures (based on BAAQMD's 2017 CEQA Guidelines): • Ensure alternative fueled (e.g., biodiesel, electric) construction vehicles/equipment make up at least 15 percent of the fleet. • Use at least 10 percent local building materials (sourced from within 100 miles of the Metro Plan Area). • Recycle and reuse at least 50 percent of construction waste or demolition materials.	GHG-1, C-GHG-1	**Applicant/ applicant's contractor** Provide contract language requiring implementation of fugitive dust best management practices.	During all construction activities	**City of Milpitas** Review contract language.
GHG-2: Implement Operational GHG Reduction Measures or Their Equivalent Applicants of future projects within the Metro Plan Area shall implement the following operational GHG emissions reduction strategies where feasible or demonstrate why a measure is not feasible, and implement equivalent GHG reductions to the foregone measure, or pay a mitigation fee per Mitigation Measure GHG-3 (see below) to compensate for any foregone GHG reductions not implemented. Applicants of future projects that do not propose to implement all of the strategies described below shall prepare a feasibility study outlining why the declined strategies were not implemented (e.g., feasibility, not	GHG-1, C-GHG-1	**Applicant** Provide documentation of integration or reduction strategies into project design and operational plans or demonstrating infeasibility and alternative measures.	With project application, prior to issuance of building permits	**City of Milpitas** Review project designs and, as needed, documentation of infeasibility or alternative measures.

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Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
applicable, etc.), estimating the foregone GHG reductions, and identifying any equivalent GHG reduction measures proposed (or proposal to pay a mitigation fee instead) for the City's review and concurrence prior to the issuance of building permits. • **LEED Certification.** The United States Green Building Council (USGBC) is a private 501(c)3, non-profit organization that promotes sustainability in building design, construction, and operation. The USGBC developed the LEED program, which provides a rating system that awards points for new construction based on energy use, materials, water efficiency, and other sustainability criteria. LEED has certification systems for both commercial and residential use. While LEED allows some flexibility in choice of measures to meet LEED criteria, new construction shall be required to include specific committed measures in use of recycled and sustainable materials in construction, water efficiency, and efficiency of energy use. New development in the Metro Plan Area shall be required to achieve LEED Silver certification or equivalent, or a higher certification, or provide equivalent GHG reductions through proposed new measures or payment of a fee per Mitigation Measure GHG-3. • **Natural Gas Infrastructure.** Future development within the Metro Plan Area shall utilize electric space and water heating to the maximum extent feasible or to the extent required by existing or future regulations. Natural gas infrastructure and appliances shall not be installed to the extent feasible as determined by the availability and capacity of electrical power distribution infrastructure. • **Solar Roofs.** Mounted rooftop electricity-generating solar panels convert solar energy to electricity for use in commercial and residential buildings.				

Milpitas Metro Specific Plan
Mitigation Monitoring and Reporting Program

Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
• New construction in the Metro Plan Area shall be required to either employ solar roofs on at least 30 percent of roof square footage or provide equivalent GHG reductions through proposed new measures or pay a mitigation fee per Mitigation Measure GHG-3. The inclusion of solar roofs may be part of meeting LEED Silver or equivalent requirements. • **Waste Minimization Programs.** For waste that is generated by non-residential uses, recycling, composting of food waste and other organics, and the use of reusable products instead of disposal products diverts solid waste from the landfill stream. New non-residential uses in the Metro Plan Area shall be required to implement recycling (including organics recycling) and reusable product use programs or provide equivalent GHG reductions through proposed new measures or pay a mitigation fee per Mitigation Measure GHG-3. The inclusion of these measures may be part of meeting LEED Silver or equivalent requirements.				
GHG-3: Purchase GHG Mitigation Credits Where a future project in the Metro Plan Area does not propose to implement all of the GHG reduction measures in Mitigation Measure GHG-2 and does not propose equivalent reduction measures to compensate for the measures not implemented, the project applicant shall be required to pay on a pro rata basis for net operational GHG emissions to compensate for emissions foregone from not implementing all measure in Mitigation Measure GHG-2 or providing equivalent reductions. Applicants may purchase GHG credits from a voluntary GHG credit provider that has an established protocol that requires projects generating GHG credits to demonstrate that the reduction of GHG emissions are real, permanent, quantifiable, verifiable, enforceable, and additional (per the	GHG-1, C-GHG-1	**Applicant** Provide documentation of GHG mitigation credit purchase.	With project application, and then prior to January 1 of each calendar year for the following year for up to 30 years of operations	**City of Milpitas** Review documentation.

Milpitas Metro Specific Plan
Mitigation Monitoring and Reporting Program

Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
definition in California Health and Safety Code Sections 38562(d)(1) and (2)). Definitions for these terms are as follows. • **Real:** Estimated GHG reductions should not be an artifact of incomplete or inaccurate emissions accounting. Methods for quantifying emission reductions should be conservative to avoid overstating a project's effects. The effects of a project on GHG emissions must be comprehensively accounted for, including unintended effects (often referred to as "leakage"). To ensure that GHG reductions are real, the reduction must be a direct reduction within a confined project boundary. • **Additional:** GHG reductions must be additional to any that would have occurred in the absence of the Climate Action Reserve, or of a market for GHG reductions generally. "Business as usual" reductions (i.e., those that would occur in the absence of a GHG reduction market) should not be eligible for registration. • **Permanent:** To function as offsets to GHG emissions, GHG reductions must effectively be "permanent." This means, in general, that any net reversal in GHG reductions used to offset emissions must be fully accounted for and compensated through the achievement of additional reductions. • **Quantifiable:** GHG reductions or GHG removal enhancements must be able to be accurately measured and calculated relative to a project baseline in a reliable and replicable manner for all GHG emission sources, GHG sinks, or GHG reservoirs included within the offset project boundary, while accounting for uncertainty and activity-shifting leakage and market-shifting leakage. • **Verified:** GHG reductions must result from activities that have been verified. Verification requires third-party				

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Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
review of monitoring data for a project to ensure the data are complete and accurate. • **Enforceable:** The emission reductions from offset must be backed by a legal instrument or contract that defines exclusive ownership and the legal instrument can be enforced within the legal system in the country in which the offset project occurs or through other compulsory means. Please note that per this mitigation measure, only credits originating within the United States are allowed. GHG credits must also meet the following requirements: • GHG credits may be in the form of GHG offsets for prior reductions of GHG emissions verified through protocols or forecasted mitigation units for future committed GHG emissions meeting protocols. • All credits shall be documented per protocols functionally equivalent in terms of stringency to CARB's protocol for offsets in the cap and trade program. The applicant must provide the protocols from the credit provider and must document why the protocols are functionally equivalent. • Applicants shall identify GHG credits in geographies closest to Santa Clara County first and only turn to larger geographies (i.e., California, United States, global) if adequate credits cannot be found in closer geographies, or the procurement of such credits would create an undue financial burden. Applicants shall provide the following justification for not using credits in closer geographies in terms of either availability or cost prohibition: ○ Lack of enough credits available in closer geographies. ○ Prohibitively costly credits in closer geographies are defined as credits costing more than 300 percent the				

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Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
amount of the current costs of credits in the regulated CARB offset market. ○ Documentation submitted supporting GHG credit proposals shall be prepared by individuals qualified in GHG credit development and verification and such individuals shall certify the following: (1) proposed credits meet the definitions for the criteria provided in this measure; and (2) the protocols used for the credits meet or exceed the standards for stringency used in CARB protocols for offsets under the California cap-and-trade system. This mitigation includes the following specific requirements for applicants of future projects within the Metro Plan Area: • Applicants shall provide the City with a 30-year operational GHG emissions estimate for the final design that includes two scenarios: (1) project operations including all Mitigation Measure GHG-2 reduction measures; and (2) project operations only including those Mitigation Measure GHG-2 reduction measures the applicant proposes to implement and any alternative GHG reduction measures proposed by the applicant. The emissions estimate can be focused exclusively on the sectors where Mitigation Measure GHG-2 measures will not be fully implemented. The difference between the Scenario 1 and Scenario 2 operational emissions will define the amount of needed annual GHG reductions to be addressed through purchase of GHG mitigation credits. The City shall review the emission estimates to ensure they are representative and determine the total amount of annual GHG emissions required to be addressed through purchase of mitigation credits. • Applicants shall purchase GHG mitigation credits meeting the above requirements and provide				

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Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
documentation to the City of how the credits meet the above requirements. Applicants shall provide the City with documentation of the retirement of sufficient GHG credits to meet the annual GHG reduction amount prior to January 1 of each calendar year for the following year. This requirement shall apply to operations for up to 30 years. Applicants may purchase credits up front or in advance as they choose.				
Noise				
NOI-1: Mechanical Equipment Noise Reduction Plan To reduce potential noise impacts resulting from mechanical equipment (including but not limited to HVAC equipment and emergency generators), the applicants of future projects under the Metro Plan shall conduct a noise analysis to estimate noise levels of project-specific mechanical equipment. The noise analysis shall be based on the selected equipment models and design features. The applicant for the project shall create a Noise Reduction Plan to ensure noise levels of equipment, once installed, are below the applicable criteria described below. The Noise Reduction Plan shall include any necessary noise reduction measures required to reduce project-specific mechanical equipment noise to a less-than-significant level. The plan shall also demonstrate that with the inclusion of selected measures, noise from equipment would be below the significance thresholds. Feasible noise reduction measures to reduce noise below the significance thresholds include, but are not limited to, selecting quieter equipment, utilizing silencers and acoustical equipment at vent openings, siting equipment farther from the roofline, and/or enclosing all equipment in a mechanical equipment room designed to reduce noise. Regarding emergency generators, additional noise reduction options include, but are not limited to, installing quieter model generators,	NOI-2, C-NOI-1	**Applicant** Prepare a noise analysis for mechanical equipment and a Noise Reduction Plan with reduction measures to reduce project noise to below a level of significance.	During project design	**City of Milpitas** Review noise analysis and Noise Reduction Plan.

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Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
incorporating noise-reducing emergency generator weather enclosures, and installing exhaust mufflers or silences. The results of the noise analysis and the final Noise Reduction Plan shall be provided to the City prior to the issuance of building permits. The noise analysis and Noise Reduction Plan shall be prepared by persons qualified in acoustical analysis and/or engineering. The Noise Reduction Plan shall demonstrate with reasonable certainty that noise from mechanical equipment selected for the project, including the attenuation features incorporated into the project design, will not exceed the City of Milpitas property plane thresholds of 55 dBA during daytime hours or 45 dBA during nighttime hours for nearby residential land uses. The applicants of future projects under the Metro Plan shall incorporate all feasible methods to reduce noise and any other feasible recommendations from the acoustical analysis and Noise Reduction Plan into the building design and operations, as necessary, to ensure that noise sources meet applicable requirements of the respective noise ordinances at receiving properties.				
NOI-2: Protect Potentially Susceptible Structures from Construction-Generated Vibration If a future development project in the Metro Plan requires any of the following construction activities, then this measure would apply: • Pile driving within approximately 100 feet of an existing structure. • Construction with other ground-disturbing equipment (e.g., jackhammers, bulldozers, excavators, etc.) within 25 feet of an existing structure. The construction contractor shall consult with the City to determine whether adjacent or nearby structures could be	NOI-3, C-NOI-1	**Applicant/ applicant's contractor** Consult with the City about potential impacts to nearby structure and implement measures to avoid damage to structures in coordination with the City.	During construction involving pile driving within 100 feet of a structure or other ground-disturbing equipment within 25 feet of a structure	**City of Milpitas** Review documentation of consultation and that measures have been required, if needed, to reduce impacts.

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Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
adversely affected by construction-generated vibration. If buildings adjacent to construction activity are identified that could be adversely affected, the project applicant will incorporate into construction specifications for their project a requirement that the construction contractor(s) use all feasible means to avoid damage to adjacent and nearby buildings. Such methods to help reduce vibration-related damage effects may include maintaining a safe distance between the construction site and the potentially affected building (e.g., at least 100 feet for "historic and some old buildings") or using "quiet" pile-driving technologies (such as predrilling piles or using sonic pile drivers). Should pile driving be required within 100 feet of a building in the "historic or some old building" category, within 75 feet of buildings in the "older residential structures" category, and within 55 feet of buildings in the "modern industrial/commercial" category, the City will work with the construction contractor to implement a monitoring program to minimize damage to adjacent buildings and ensure that any such damage is documented and repaired. If required, the monitoring program will include the following components: • Prior to the start of any ground-disturbing activity, the project applicant will engage a historic architect or qualified historic preservation professional to undertake a preconstruction survey of nearby affected buildings that may be considered historic. For buildings that are not potentially historic, a structural engineer or other professional with similar qualifications will document and photograph the existing conditions of potentially affected buildings within 100 feet of pile-driving activity. • Based on the construction and condition of the resource(s), the consultant will also establish a standard				

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Mitigation Monitoring and Reporting Program

Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
maximum vibration level that will not be exceeded at any building, based on existing conditions, character-defining features, soil conditions, and anticipated construction practices. Common standards are a peak particle velocity of 0.25 inch per second for "historic and some old buildings," a peak particle velocity of 0.3 inch per second for "older residential structures," and a peak particle velocity of 0.5 inch per second for "new residential structures" and "modern industrial/commercial buildings," as shown in Table 3.4-2. • To ensure that vibration levels do not exceed the established standard, the project applicant will monitor vibration levels at each structure and prohibit vibratory construction activities that generate vibration levels in excess of the standard. • Should vibration levels be observed in excess of the selected standard, construction will be halted, and alternative construction techniques put in practice, to the extent feasible (e.g., predrilled piles could be substituted for driven piles, if feasible, based on soil conditions, or smaller, lighter equipment could be used in some cases). • The historic preservation professional (for effects on historic buildings) and/or structural engineer (for effects on non-historic structures) will conduct regular periodic inspections (every 3 months) of each building during ground-disturbing activity on the project site. Should damage to any building occur, the building(s) will be remediated to their preconstruction condition at the conclusion of ground-disturbing activity on the site.				
NOI-3: Implement Nighttime Construction Vibration Control Plan to Reduce Vibration-Related Annoyance Impacts on Adjacent Land Uses Should vibration-generating construction activities for future development under the Metro Plan be proposed	NOI-3, C-NOI-1	**Applicant/ applicant's contractor** Develop a nighttime	Prior to and during vibration-generating construction activities outside of	**City of Milpitas** Review nighttime construction vibration control plan.

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Mitigation Measure	Impacts	Implementing Party, Action	Timing	Monitoring Party, Verification
outside of the daytime hours of 7:00 a.m. to 7:00 p.m., and should non-pile driving equipment be proposed within 25 feet of occupied residences or buildings where people sleep, the construction contractor for a project in the Metro Plan Area shall develop a nighttime construction vibration control plan. In addition, should nighttime pile driving activities be proposed within 100 feet of such buildings, the construction contractor for a project in the Metro Plan Area shall similarly develop a nighttime construction vibration control plan. The construction vibration control plan shall demonstrate that vibration levels at the residential land uses during nighttime hours will not exceed 0.1 PPV in/sec. In addition, the construction contractor will appoint a project vibration coordinator who will serve as the point of contact for vibration-related complaints during project construction. The contact information for the project vibration coordinator shall be posted at the project site and on a publicly available project website for future development projects under the Metro Plan. Should residents in the project area submit complaints to the project vibration coordinator for nighttime construction vibration concerns, the project vibration coordinator shall work with the construction team to adjust activities to reduce vibration or to reschedule activities for a less sensitive time.		construction vibration control plan.	daytime hours within 100 feet of residences/ sleeping quarters (pile driving) or 25 feet of residences/ sleeping quarters (non-pile driving)	

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

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Authorize the City Manager, or Designee, to Accept the 2025 Bulletproof Vest Partnership Grant (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)**
Category:	Consent Calendar-Public Safety
Meeting Date:	6/16/2026
Recommendation:	(1) Authorize the City Manager, or designee, to accept the 2025 Bulletproof Vest Partnership Grant in the amount of $7,040.28; and (2) Approve an appropriation of $7,040.28 in BVP grant revenue and a corresponding $7,040.28 in expenditure authority within the Police Department's FY 2026-27 General Fund operating budget.

BACKGROUND:

The Bulletproof Vest Partnership (BVP) Grant Act of 1998 is a U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The BVP program's purpose is to reimburse state and local law enforcement up to fifty percent of body armor costs. The Milpitas Police Department has been participating in the BVP Grant Program consecutively since 2008.

On May 22, 2026, the United States Department of Justice, Office of Justice Programs and Bureau of Justice Assistance awarded the Milpitas Police Department a BVP grant in the amount of $7,040.28. The grant will reimburse the City of Milpitas fifty (50) percent of the cost for each ballistic vest purchased between April 1, 2025, and August 31, 2027.

ANALYSIS:

The Milpitas Police Officers' Association Memorandum of Understanding (MOU) section 22.11 compels all uniformed officers to wear a ballistic vest and requires the City of Milpitas to provide each officer with a ballistic vest, and three ballistic vest covers. Officers not in a uniformed assignment are required to wear a ballistic vest when circumstances dictate the need for the equipment. The life span of a ballistic vest is five years. After five years, ballistic vests must be replaced as soon as reasonably possible.

The Police Department anticipates purchasing approximately fifteen (15) ballistic vests during this award period and the total expense will be approximately $14,080.56. Under this grant, the Department of Justice will reimburse the City of Milpitas fifty (50) percent of this cost, up to the grant award of $7,040.28.

Wearing ballistic vests offers life-saving protection. The Chief of Police will continue to require officers to maintain this equipment in good working order and use the equipment consistent with the MOU, department policy, and sound officer safety practice.

POLICY ALTERNATIVE(S):

Alternative 1: Refuse the 2025 Bulletproof Vest Partnership Grant.
Pros: There are no identified benefits to this alternative.
Cons: The City would not be reimbursed for fifty (50) percent of the cost for each ballistic vest purchased by the Police Department through August 31, 2027.

Reason for Not Recommending: The City will incur the cost of bulletproof vests for sworn Police Department employees regardless of acceptance of the grant, therefore; refusal of the grant would result in the City incurring one hundred (100) percent of the cost of the needed bulletproof vests as opposed to fifty (50) percent of the cost.

PROJECT SCHEDULE/KEY MILESTONES
Upon acceptance of the grant, the Police Department will begin utilizing the grant funding as soon as feasible and through the end date designated by the granting agency, August 31, 2027.

FISCAL IMPACT:
The City will receive $7,040.28 in BVP grant funding on a reimbursement basis, to be applied to the General Fund. The grant reimburses fifty (50) percent of the cost of each ballistic vest purchased during the award period (April 1, 2025 – August 31, 2027); the City is responsible for the remaining fifty (50) percent as the required local match.

Approval of this report appropriates $7,040.28 in BVP grant revenue and a corresponding $7,040.28 in expenditure authority within the Police Department's FY 2026-27 General Fund operating budget. The City's fifty (50) percent match, estimated at $7,040.28, will be absorbed within the Department's adopted FY 2026-27 operating budget with no additional General Fund appropriation.

As the award period spans multiple fiscal years, any vest purchases and associated reimbursements occurring outside FY 2026-27 will be budgeted in the applicable fiscal year. Funding for those subsequent fiscal years will be included in the Police Department's base operating budget request, subject to appropriation by the City Council through the annual budget adoption process.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
This item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b)(5).

ATTACHMENT(S):
(a) 2025 BVP Award List

FY 2025 BVP Awards		
State	**Jurisdiction Name**	**Award Amount**
AK	HOMER CITY	$3,872.71
AK	JUNEAU CITY AND BOROUGH	$21,714.93
AK	KENAI CITY	$5,215.91
AK	NORTH SLOPE BOROUGH	$7,008.99
AK	PALMER CITY	$2,713.16
AK	SEWARD CITY	$3,848.25
AK	SITKA CITY AND BOROUGH	$3,172.27
AK	SOLDOTNA CITY	$1,295.23
AK	WASILLA CITY	$11,923.12
	Totals for AK(9 Jurisdictions):	**$60,764.57**
AL	ALABASTER CITY	$4,405.65
AL	ALBERTVILLE CITY	$7,847.79
AL	ALEXANDER CITY	$4,932.59
AL	ANNISTON CITY	$5,390.32
AL	ARAB CITY	$5,537.05
AL	ATHENS CITY	$11,760.33
AL	BAY MINETTE CITY	$3,045.38
AL	CALERA CITY	$3,922.31
AL	CHICKASAW CITY	$9,215.73
AL	COTTONWOOD TOWN	$438.35
AL	CULLMAN CITY	$10,797.25
AL	CULLMAN COUNTY	$5,121.50
AL	DALEVILLE CITY	$4,794.17
AL	DAPHNE CITY	$9,565.26
AL	DAUPHIN ISLAND TOWN	$1,586.88
AL	DE KALB COUNTY	$5,803.02
AL	DECATUR CITY	$9,957.47
AL	DOTHAN CITY	$31,007.48
AL	ENTERPRISE CITY	$4,202.63
AL	FAIRHOPE CITY	$4,614.21
AL	FLORENCE CITY	$9,874.34
AL	FOLEY CITY	$8,295.20
AL	FORT PAYNE CITY	$5,787.98
AL	GADSDEN CITY	$10,538.39
AL	GARDENDALE CITY	$8,305.58
AL	GILBER TOWN TOWN	$2,768.53
AL	GORDO TOWN	$457.60
AL	GUNTERSVILLE CITY	$3,774.89
AL	HARTSELLE CITY	$2,857.71
AL	HELENA CITY	$2,399.39
AL	HOOVER CITY	$24,879.81
AL	HUEYTOWN CITY	$4,677.52
AL	JACKSONVILLE CITY	$4,102.04
AL	JEMISON TOWN	$5,707.04
AL	MADISON CITY	$9,136.14
AL	MONTEVALLO CITY	$3,691.37

Milpitas is on page 5.

State	Jurisdiction Name	Award Amount
AL	MOUNTAIN BROOK CITY	$3,691.37
AL	NORTHPORT CITY	$5,945.41
AL	ONEONTA CITY	$2,237.90
AL	OPELIKA CITY	$21,829.82
AL	PELHAM CITY	$8,691.79
AL	PHENIX CITY	$5,355.25
AL	PRATTVILLE CITY	$2,451.53
AL	RAINBOW CITY	$4,999.50
AL	SARALAND CITY	$2,691.01
AL	SPANISH FORT CITY	$3,225.34
AL	TALLAPOOSA COUNTY	$1,681.88
AL	THOMASVILLE CITY	$3,857.94
AL	TRUSSVILLE CITY	$3,589.86
AL	VESTAVIA HILLS CITY	$15,734.45
AL	WETUMPKA CITY	$5,398.49
	Totals for AL(51 Jurisdictions):	**$342,580.44**
AR	ALMA CITY	$3,342.31
AR	BENTON CITY	$15,011.70
AR	BENTONVILLE CITY	$39,499.93
AR	BERRYVILLE CITY	$993.93
AR	BRYANT CITY	$11,560.41
AR	CASH TOWN	$1,245.84
AR	CONWAY CITY	$19,272.47
AR	CRITTENDEN COUNTY	$8,437.00
AR	DARDANELLE SCH DIST	$1,796.47
AR	EL DORADO CITY	$7,621.48
AR	ENGLAND CITY	$3,354.01
AR	ETOWAH TOWN	$962.53
AR	FORREST CITY	$3,900.51
AR	FORT SMITH CITY	$36,852.56
AR	GASSVILLE CITY	$1,085.11
AR	GENTRY CITY	$2,526.15
AR	GRAVETTE CITY	$2,206.72
AR	GREENWOOD CITY	$2,137.12
AR	HARRISON CITY	$20,545.50
AR	HEBER SPRINGS CITY	$3,185.05
AR	HOPE CITY	$5,205.25
AR	HOT SPRINGS CITY	$19,354.07
AR	INDEPENDENCE COUNTY	$7,076.46
AR	JACKSONVILLE CITY	$14,627.62
AR	JONESBORO CITY	$42,358.43
AR	LAKEVIEW CITY	$1,354.85
AR	LOGAN COUNTY	$3,449.20
AR	LONOKE COUNTY	$12,753.49
AR	MAGNOLIA CITY	$1,752.48
AR	MARKED TREE CITY	$1,487.37
AR	MONTGOMERY COUNTY	$5,551.65
AR	MOUNTAIN HOME CITY	$4,556.08

State	Jurisdiction Name	Award Amount
AR	MOUNTAIN VIEW CITY	$2,775.91
AR	NORTH LITTLE ROCK CITY	$24,916.73
AR	OZARK CITY	$910.19
AR	PINE BLUFF CITY	$12,237.36
AR	POLK COUNTY	$461.60
AR	POTTSVILLE CITY	$3,839.86
AR	ROGERS CITY	$16,031.61
AR	RUSSELVILLE CITY	$7,187.10
AR	SHANNON HILLS CITY	$4,614.21
AR	SHERIDAN CITY	$8,305.58
AR	SHERWOOD CITY	$13,904.92
AR	SPRINGDALE CITY	$38,708.48
AR	TRUMANN CITY	$830.56
AR	VAN BUREN CITY	$13,357.79
AR	WEST MEMPHIS CITY	$13,093.19
	Totals for AR(47 Jurisdictions):	**$466,238.84**
AZ	APACHE JUNCTION CITY	$11,333.62
AZ	AVONDALE CITY	$12,366.08
AZ	BUCKEYE TOWN	$16,149.73
AZ	BULLHEAD CITY	$9,256.48
AZ	CASA GRANDE CITY	$6,459.90
AZ	CHINO VALLEY TOWN	$6,959.50
AZ	CLARKDALE TOWN	$2,353.25
AZ	COOLIDGE CITY	$5,948.71
AZ	DOUGLAS CITY	$10,295.09
AZ	ELOY CITY	$6,087.82
AZ	FLAGSTAFF CITY	$17,214.36
AZ	FLORENCE TOWN	$3,529.40
AZ	GRAHAM COUNTY	$16,144.68
AZ	KINGMAN CITY	$17,995.42
AZ	LAKE HAVASU CITY	$20,424.35
AZ	MARANA TOWN	$20,825.10
AZ	MARICOPA CITY	$23,539.85
AZ	NOGALES CITY	$10,918.00
AZ	ORO VALLEY TOWN	$17,873.75
AZ	PAGE CITY	$3,974.57
AZ	PAYSON TOWN	$5,156.38
AZ	PINETOP-LAKESIDE TOWN	$805.04
AZ	PRESCOTT CITY	$13,286.74
AZ	PRESCOTT VALLEY TOWN	$27,131.55
AZ	SAHUARITA TOWN	$20,569.48
AZ	SANTA CRUZ COUNTY	$10,072.13
AZ	SIERRA VISTA CITY	$12,004.38
AZ	SPRINGERVILLE TOWN	$3,691.37
AZ	TOMBSTONE CITY	$1,713.68
AZ	TONTO APACHE TRIBE	$1,848.00
AZ	WICKENBURG TOWN	$2,799.28
AZ	WILLIAMS CITY	$5,257.46

State	Jurisdiction Name	Award Amount
	Totals for AZ(32 Jurisdictions):	**$343,985.15**
CA	ALBANY CITY	$2,016.41
CA	AMADOR COUNTY	$12,900.35
CA	ANDERSON CITY	$5,298.56
CA	ARCADIA CITY	$7,151.05
CA	BANNING CITY	$4,678.81
CA	BEAUMONT CITY	$4,227.41
CA	BELMONT CITY	$4,109.92
CA	BEVERLY HILLS CITY	$11,475.48
CA	BUENA PARK CITY	$13,333.96
CA	BURLINGAME CITY	$5,300.45
CA	CALAVERAS COUNTY	$19,680.40
CA	CALIFORNIA CITY	$2,531.54
CA	CAMPBELL CITY	$3,115.98
CA	CERES CITY	$8,713.01
CA	CHOWCHILLA CITY	$9,043.82
CA	CITRUS HEIGHTS CITY	$6,657.26
CA	CLAREMONT CITY	$4,788.40
CA	CLAYTON CITY	$1,539.79
CA	COALINGA CITY	$2,302.49
CA	COLTON CITY	$14,926.99
CA	CORCORAN CITY	$8,585.80
CA	CORONADO CITY	$5,902.54
CA	COVINA CITY	$5,246.36
CA	CULVER CITY	$12,596.45
CA	CYPRESS CITY	$3,964.90
CA	DAVIS CITY	$2,972.48
CA	DEL REY OAKS CITY	$1,947.32
CA	DELANO CITY	$2,174.24
CA	DESERT HOT SPRINGS CITY	$3,498.22
CA	DINUBA CITY	$3,630.10
CA	EL CENTRO CITY	$4,207.08
CA	EL CERRITO CITY	$3,114.60
CA	EL PASO DE ROBLES CITY	$5,663.95
CA	ESCALON CITY	$3,283.54
CA	ETNA CITY	$1,666.66
CA	EUREKA CITY	$5,537.00
CA	FOLSOM CITY	$14,677.74
CA	FORT BRAGG CITY	$1,169.71
CA	FOSTER CITY	$7,651.13
CA	GALT CITY	$2,346.76
CA	GARDENA CITY	$10,179.03
CA	GILROY CITY	$12,156.51
CA	GLENDORA CITY	$8,909.07
CA	GREENFIELD CITY	$3,719.06
CA	GRIDLEY CITY	$4,429.64
CA	GUSTINE CITY	$6,068.79
CA	HAWTHORNE CITY	$17,171.78

State	Jurisdiction Name	Award Amount
CA	HEMET CITY	$6,219.58
CA	HUNTINGTON PARK CITY	$7,956.47
CA	HURON CITY	$7,844.16
CA	INDIO CITY	$6,442.91
CA	KERMAN CITY	$3,947.35
CA	KINGSBURG CITY	$420.01
CA	LA HABRA CITY	$4,604.87
CA	LA MESA CITY	$8,997.71
CA	LAKE COUNTY	$9,176.19
CA	LAKE SHASTINA CMTY SERVICES	$438.35
CA	LAKEPORT CITY	$3,074.01
CA	LARKSPUR CITY	$5,537.05
CA	LASSEN COUNTY	$9,694.56
CA	LEMOORE CITY	$2,352.16
CA	LIVERMORE CITY	$17,653.84
CA	LIVINGSTON CITY	$8,149.16
CA	LOMPOC CITY	$5,871.01
CA	LOS ALAMITOS CITY	$6,650.62
CA	LOS GATOS TOWN	$7,061.07
CA	MANTECA CITY	$14,867.51
CA	MARIPOSA COUNTY	$22,326.92
CA	MENDOCINO COUNTY	$8,028.26
CA	MENDOTA CITY	$3,026.45
CA	MENLO PARK CITY	$6,415.19
CA	MERCED CITY	$30,915.20
CA	MILPITAS CITY	$7,040.28
CA	MONO COUNTY	$9,244.89
CA	MONROVIA CITY	$8,259.98
CA	MONTCLAIR CITY	$5,521.08
CA	MONTEBELLO CITY	$7,294.72
CA	MONTEBELLO UNI SCH DIST	$1,230.04
CA	MORGAN HILL CITY	$12,560.91
CA	MORRO BAY CITY	$2,272.25
CA	MOUNTAIN VIEW CITY	$14,500.19
CA	NAPA CITY	$5,835.86
CA	NATIONAL CITY	$9,868.57
CA	NEWARK CITY	$8,468.14
CA	NEWMAN CITY	$2,380.47
CA	NEWPORT BEACH CITY	$27,673.09
CA	OROVILLE CITY	$2,167.48
CA	PALM SPRINGS CITY	$16,279.11
CA	PECHANGA BAND OF MISSION INDIANS	$5,813.91
CA	PETALUMA CITY	$5,271.97
CA	PIEDMONT CITY	$3,795.49
CA	PITTSBURG CITY	$13,164.96
CA	PLACENTIA CITY	$3,788.75
CA	PLACERVILLE CITY	$3,530.28
CA	PLEASANT HILL CITY	$3,594.47

State	Jurisdiction Name	Award Amount
CA	PLUMAS COUNTY	$6,092.35
CA	RED BLUFF CITY	$8,272.36
CA	REDDING CITY	$15,401.21
CA	REDLANDS CITY	$1,939.75
CA	REDONDO BEACH CITY	$7,929.13
CA	RIPON CITY	$1,913.02
CA	ROCKLIN CITY	$16,590.53
CA	ROHNERT PARK CITY	$20,706.42
CA	SAN FERNANDO CITY	$16,611.15
CA	SAN LEANDRO CITY	$30,122.49
CA	SAN LUIS OBISPO CITY	$5,819.17
CA	SAN MARINO CITY	$6,477.39
CA	SAN RAFAEL CITY	$14,063.29
CA	SANGER CITY	$6,220.78
CA	SANTA BARBARA CITY	$1,220.46
CA	SANTA CRUZ CITY	$23,687.06
CA	SANTA FE SPRINGS CITY	$4,201.97
CA	SANTA MONICA CITY	$63,937.24
CA	SANTA PAULA CITY	$4,583.95
CA	SEAL BEACH CITY	$5,072.87
CA	SIGNAL HILL CITY	$5,592.42
CA	SISKIYOU COUNTY	$8,880.72
CA	SOUTH PASADENA CITY	$5,539.25
CA	SUSANVILLE CITY	$4,960.28
CA	SUTTER COUNTY	$8,844.35
CA	TAFT CITY	$4,413.31
CA	TEHAMA COUNTY	$11,226.95
CA	TRUCKEE TOWN	$7,176.95
CA	TUOLUMNE COUNTY	$20,753.06
CA	TURLOCK CITY	$17,542.65
CA	TUSTIN CITY	$8,066.90
CA	UPLAND CITY	$10,417.59
CA	WATSONVILLE CITY	$7,855.26
CA	WEST SACRAMENTO CITY	$11,629.05
CA	WHEATLAND CITY	$2,551.66
CA	WHITTIER CITY	$13,693.39
CA	WILLITS CITY	$2,766.17
CA	YUBA CITY	$7,288.60
CA	YUBA COUNTY	$19,452.97
	Totals for CA(134 Jurisdictions):	**$1,133,004.16**
CO	ALAMOSA CITY	$4,145.41
CO	ARCHULETA COUNTY	$7,152.03
CO	AVON TOWN	$5,454.00
CO	BASALT TOWN	$941.88
CO	BLACK HAWK CITY	$5,368.17
CO	BRIGHTON CITY	$11,535.52
CO	BROOMFIELD CITY	$15,688.31
CO	CANON CITY CITY	$2,180.22

State	Jurisdiction Name	Award Amount
CO	CASTLE ROCK TOWN	$22,148.20
CO	CORTEZ CITY	$4,173.09
CO	CRESTED BUTTE CITY	$1,523.20
CO	CRIPPLE CREEK CITY	$3,093.83
CO	CUSTER COUNTY	$6,675.38
CO	DILLON TOWN	$5,167.92
CO	DURANGO CITY	$7,630.06
CO	EAGLE COUNTY	$21,551.08
CO	EAGLE TOWN	$2,200.06
CO	ELBERT COUNTY	$8,351.72
CO	ELIZABETH TOWN	$6,482.04
CO	ENGLEWOOD CITY	$8,589.35
CO	ESTES PARK TOWN	$7,352.51
CO	FIRESTONE TOWN	$7,327.37
CO	FORT MORGAN CITY	$3,183.81
CO	FOUNTAIN CITY	$15,697.54
CO	FRISCO TOWN	$3,253.02
CO	GARFIELD COUNTY	$9,228.42
CO	GOLDEN CITY	$8,159.84
CO	GRANBY TOWN	$1,845.69
CO	GRAND COUNTY	$10,680.89
CO	GRAND JUNCTION CITY	$10,520.40
CO	LAFAYETTE CITY	$13,761.97
CO	LAKESIDE TOWN	$8,300.94
CO	LEADVILLE CITY	$1,089.88
CO	LITTLETON CITY	$6,344.54
CO	LOGAN COUNTY	$3,183.81
CO	LONE TREE CITY	$12,919.79
CO	LOUISVILLE CITY	$8,181.56
CO	MANITOU SPRINGS CITY	$6,009.09
CO	MILLIKEN TOWN	$3,114.60
CO	MONTEZUMA COUNTY	$4,152.79
CO	MONTROSE CITY	$8,288.97
CO	MORGAN COUNTY	$9,228.42
CO	NORTHGLENN CITY	$13,251.23
CO	RANGELY TOWN	$739.51
CO	ROCKY FORD CITY	$553.71
CO	ROUTT COUNTY	$6,119.88
CO	STEAMBOAT SPRINGS CITY	$4,979.66
CO	SUMMIT COUNTY	$16,384.13
CO	TELLER COUNTY	$22,148.20
CO	TELLURIDE TOWN	$545.06
CO	WHEAT RIDGE CITY	$6,979.59
CO	WRAY CITY	$1,042.82
CO	YUMA COUNTY	$792.19
	Totals for CO(53 Jurisdictions):	**$385,413.30**
CT	ANSONIA CITY	$10,912.61
CT	AVON TOWN	$2,563.94

State	Jurisdiction Name	Award Amount
CT	BEACON FALLS TOWN	$475.27
CT	BERLIN TOWN	$17,344.81
CT	BETHEL TOWN	$7,073.59
CT	BLOOMFIELD CITY	$5,537.05
CT	BRISTOL CITY	$5,848.51
CT	COVENTRY TOWN	$1,845.69
CT	CROMWELL TOWN	$6,782.89
CT	DARIEN TOWN	$5,878.51
CT	DERBY CITY	$3,226.72
CT	EAST HAMPTON TOWN	$3,311.44
CT	EAST HAVEN TOWN	$20,558.61
CT	EAST LYME TOWN	$4,383.50
CT	EASTON TOWN	$3,017.70
CT	FAIRFIELD TOWN	$7,128.96
CT	FARMINGTON TOWN	$7,364.74
CT	GLASTONBURY TOWN	$9,663.54
CT	GREENWICH TOWN	$19,843.41
CT	GROTON CITY	$4,485.02
CT	GROTON TOWN	$6,459.90
CT	GUILFORD TOWN	$6,014.99
CT	HAMDEN TOWN	$13,482.72
CT	MADISON TOWN	$2,376.32
CT	MANCHESTER TOWN	$13,023.95
CT	MERIDEN CITY	$20,081.04
CT	MIDDLEBURY TOWN	$2,678.55
CT	MILFORD CITY	$8,760.54
CT	MONROE TOWN	$4,925.21
CT	NAUGATUCK BOROUGH	$7,382.74
CT	NEW BRITAIN CITY	$8,767.00
CT	NEW CANAAN TOWN	$15,209.36
CT	NEW LONDON CITY	$13,842.63
CT	NEWINGTON TOWN	$14,299.37
CT	NORWALK CITY	$18,456.84
CT	NORWICH CITY	$12,721.84
CT	NEW MILFORD	$3,229.95
CT	NEWTOWN	$9,082.61
CT	PLAINFIELD TOWN	$8,312.22
CT	PLAINVILLE TOWN	$4,614.21
CT	PLYMOUTH TOWN	$2,874.43
CT	RIDGEFIELD TOWN	$6,409.83
CT	SEYMOUR TOWN	$8,167.15
CT	SIMSBURY TOWN	$14,903.90
CT	SOUTH WINDSOR TOWN	$3,988.99
CT	SOUTHBURY TOWN	$5,638.57
CT	SOUTHINGTON TOWN	$19,061.18
CT	SUFFIELD TOWN	$8,388.17
CT	TRUMBULL TOWN	$10,944.91
CT	WATERFORD TOWN	$6,427.60

State	Jurisdiction Name	Award Amount
CT	WATERTOWN TOWN	$4,812.95
CT	WEST HARTFORD TOWN	$5,444.77
CT	WEST HAVEN CITY	$14,161.01
CT	WESTPORT TOWN	$9,228.42
CT	WETHERSFIELD TOWN	$1,522.69
CT	WILTON TOWN	$7,965.97
CT	WINDHAM TOWN	$13,842.63
CT	WOODBRIDGE TOWN	$2,768.53
	Totals for CT(58 Jurisdictions):	**$487,520.20**
DE	BETHANY BEACH TOWN	$4,152.79
DE	CHESWOLD TOWN	$1,384.27
DE	CLAYTON TOWN	$3,269.17
DE	DELAWARE RIVER AND BAY AUTHORITY	$7,654.13
DE	ELSMERE TOWN	$1,854.92
DE	GREENWOOD TOWN	$432.18
DE	LAUREL TOWN	$5,125.24
DE	MIDDLETOWN TOWN	$12,383.62
DE	MILFORD CITY	$2,729.77
DE	MILLSBORO TOWN	$2,371.71
DE	NEW CASTLE CITY	$2,057.68
DE	NEWARK CITY	$11,074.10
DE	REHOBOTH BEACH CITY	$1,191.17
DE	SEAFORD CITY	$2,314.03
DE	SMYRNA TOWN	$3,391.45
DE	WILMINGTON CITY	$31,877.77
	Totals for DE(16 Jurisdictions):	**$93,264.00**
FL	ALTAMONTE SPRINGS CITY	$11,906.21
FL	APOPKA CITY	$8,121.01
FL	ATLANTIC BEACH CITY	$5,364.40
FL	ATLANTIS CITY	$1,271.68
FL	AUBURNDALE CITY	$7,613.45
FL	BAKER COUNTY	$11,422.48
FL	BELLEAIR TOWN	$3,366.53
FL	BELLEVIEW CITY	$6,914.40
FL	BLOUNTSTOWN CITY	$2,310.80
FL	BOYNTON BEACH CITY	$22,608.44
FL	BRADENTON CITY	$17,791.84
FL	BRADFORD COUNTY	$3,149.48
FL	CASSELBERRY CITY	$4,843.59
FL	CHIPLEY CITY	$1,703.31
FL	CLERMONT CITY	$13,704.20
FL	CLEWISTON CITY	$3,229.95
FL	COCOA CITY	$12,901.33
FL	COCONUT CREEK CITY	$22,794.19
FL	COLUMBIA COUNTY	$4,588.40
FL	DADE CITY	$17,874.52
FL	DAYTONA BEACH CITY	$27,059.57
FL	DAYTONA BEACH SHORES CITY	$5,464.61

State	Jurisdiction Name	Award Amount
FL	DE FUNIAK SPRINGS CITY	$4,630.23
FL	DEERFIELD BEACH CITY	$80,730.19
FL	DELAND CITY	$6,277.63
FL	DELRAY BEACH CITY	$67,374.41
FL	DESOTO COUNTY	$2,798.06
FL	EDGEWATER CITY	$2,741.62
FL	EDGEWOOD CITY	$1,335.82
FL	FLAGLER BEACH CITY	$2,204.64
FL	FLORIDA CITY	$7,255.85
FL	FORT MYERS CITY	$20,154.87
FL	FORT WALTON BEACH CITY	$4,258.27
FL	FT PIERCE CITY	$15,226.89
FL	GREEN COVE SPRINGS CITY	$4,973.24
FL	GROVELAND CITY	$4,329.53
FL	GULF STREAM TOWN	$851.05
FL	HAVANA TOWN	$5,906.19
FL	HOLMES BEACH CITY	$3,460.66
FL	INDIALANTIC CITY	$653.54
FL	INDIAN HARBOUR BEACH CITY	$2,644.13
FL	JACKSONVILLE AVIATION AUTHORITY	$16,149.73
FL	JACKSONVILLE BEACH CITY	$27,505.32
FL	JUNO BEACH TOWN	$1,986.42
FL	JUPITER TOWN	$9,216.98
FL	KEY WEST CITY	$16,593.04
FL	KISSIMMEE CITY	$24,215.37
FL	LADY LAKE TOWN	$4,360.43
FL	LAKE CITY	$2,990.93
FL	LAKE MARY CITY	$13,295.20
FL	LARGO CITY	$13,178.18
FL	LAUDERHILL CITY	$26,577.84
FL	LEESBURG CITY	$10,508.86
FL	LIGHTHOUSE POINT CITY	$2,335.83
FL	LONGWOOD CITY	$1,496.83
FL	LYNN HAVEN CITY	$5,998.48
FL	MAITLAND CITY	$10,151.26
FL	MARGATE CITY	$27,918.41
FL	MARIANNA CITY	$1,811.08
FL	MELBOURNE CITY	$21,949.80
FL	MICCOSUKEE TRIBE	$3,322.23
FL	MILTON CITY	$5,274.89
FL	MOUNT DORA CITY	$9,777.05
FL	NAPLES CITY	$6,886.71
FL	NEW SMYRNA BEACH CITY	$4,680.64
FL	NORTH PORT CITY	$20,660.12
FL	OAKLAND TOWN	$2,076.40
FL	OCALA CITY	$22,854.18
FL	OKEECHOBEE COUNTY	$24,870.59
FL	ORANGE CITY	$3,599.09

State	Jurisdiction Name	Award Amount
FL	ORANGE PARK TOWN	$405.77
FL	ORMOND BEACH CITY	$18,164.30
FL	PALATKA CITY	$4,409.27
FL	PALM BEACH GARDENS CITY	$40,605.03
FL	PALM BEACH TOWN	$7,627.18
FL	PALMETTO CITY	$3,229.95
FL	PANAMA CITY	$8,645.37
FL	PANAMA CITY AIRPORT	$8,617.02
FL	PANAMA CITY BEACH CITY	$10,465.03
FL	PINECREST VILLAGE	$6,613.90
FL	PINELLAS PARK CITY	$19,933.38
FL	PLANT CITY	$4,983.35
FL	PLANTATION CITY	$27,569.90
FL	PONCE INLET TOWN	$1,506.08
FL	PORT ORANGE CITY	$6,327.63
FL	PORT RICHEY CITY	$2,613.95
FL	PUNTA GORDA CITY	$4,614.21
FL	PEMBROKE PARK CITY	$2,712.19
FL	ROCKLEDGE CITY	$12,740.76
FL	SANFORD CITY	$17,234.53
FL	SARASOTA CITY	$10,694.82
FL	SEBASTIAN CITY	$9,987.46
FL	SOUTH DAYTONA CITY	$7,765.81
FL	ST CLOUD CITY	$26,300.99
FL	STUART CITY	$7,798.02
FL	SUNRISE CITY	$22,976.55
FL	TARPON SPRINGS CITY	$5,425.62
FL	TAVARES CITY	$4,194.32
FL	TEMPLE TERRACE CITY	$6,012.32
FL	TITUSVILLE CITY	$12,273.80
FL	TREASURE ISLAND CITY	$5,678.48
FL	UMATILLA CITY	$1,788.47
FL	VENICE CITY	$4,061.62
FL	VERO BEACH CITY	$4,710.47
FL	WAKULLA COUNTY	$19,787.17
FL	WALTON COUNTY	$53,758.33
FL	WASHINGTON COUNTY	$4,684.10
FL	WAUCHULA CITY	$2,990.59
FL	WEST MELBOURNE CITY	$6,909.87
FL	WILDWOOD CITY	$3,691.37
FL	WILTON MANORS CITY	$2,553.14
FL	WINDERMERE TOWN	$5,836.79
FL	WINTER GARDEN CITY	$14,507.07
FL	WINTER HAVEN CITY	$10,981.82
FL	WINTER PARK CITY	$16,853.86
	Totals for FL(115 Jurisdictions):	**$1,277,294.76**
GA	ACWORTH CITY	$5,767.76
GA	ADAIRSVILLE CITY	$1,527.66

State	Jurisdiction Name	Award Amount
GA	ADEL CITY	$5,910.81
GA	ALMA CITY	$1,146.64
GA	ALPHARETTA CITY	$16,993.21
GA	ALTO TOWN	$1,845.69
GA	AMERICUS CITY	$4,275.90
GA	AVONDALE ESTATES CITY	$2,564.12
GA	BAINBRIDGE CITY	$11,362.49
GA	BALDWIN CITY	$2,157.15
GA	BANKS COUNTY	$4,614.21
GA	BRANTLEY COUNTY	$10,292.00
GA	BYRON CITY	$4,452.72
GA	CAMDEN COUNTY	$14,059.50
GA	CANDLER COUNTY	$3,022.31
GA	CANTON CITY	$4,048.97
GA	CATOOSA COUNTY	$10,741.88
GA	CEDARTOWN CITY	$4,425.03
GA	CHARLTON COUNTY	$5,449.38
GA	CHATSWORTH CITY	$11,285.43
GA	CLARKSTON CITY	$1,984.11
GA	CLAXTON CITY	$1,700.34
GA	CONYERS CITY	$7,798.02
GA	CORDELE CITY	$11,044.11
GA	CORNELIA CITY	$3,179.19
GA	CRISP COUNTY	$8,340.19
GA	DADE COUNTY	$3,552.95
GA	DALLAS CITY	$8,539.98
GA	DALTON CITY	$13,782.64
GA	DECATUR CITY	$18,579.11
GA	DECATUR COUNTY	$9,020.78
GA	DORAVILLE CITY	$4,649.18
GA	DOUGHERTY COUNTY	$19,527.34
GA	DOUGLAS CITY	$5,779.30
GA	DOUGLASVILLE CITY	$23,000.35
GA	DUBLIN CITY	$3,022.31
GA	DULUTH CITY	$6,644.46
GA	EAST ELLIJAY CITY	$2,014.11
GA	EAST POINT CITY	$6,046.46
GA	ECHOLS COUNTY	$4,606.83
GA	ELLIJAY CITY	$2,482.45
GA	ETON CITY	$1,587.29
GA	FAIRBURN CITY	$5,415.24
GA	FANNIN COUNTY	$7,428.88
GA	FLOWERY BRANCH CITY	$4,956.40
GA	FOLKSTON CITY	$1,845.69
GA	FORT OGLETHORPE	$3,585.24
GA	FRANKLIN COUNTY	$6,769.05
GA	FULTON CO SCHOOL DIST	$8,801.33
GA	GILMER COUNTY	$8,554.05

State	Jurisdiction Name	Award Amount
GA	GORDON CITY	$2,305.26
GA	HABERSHAM COUNTY	$47,805.51
GA	HAMILTON CITY	$626.61
GA	HARRIS COUNTY	$19,738.51
GA	HINESVILLE CITY	$7,382.74
GA	JASPER CITY	$8,100.71
GA	JASPER COUNTY	$7,105.89
GA	JEFF DAVIS COUNTY	$7,382.74
GA	JOHNS CREEK CITY	$22,916.47
GA	KINGSLAND CITY	$5,583.20
GA	LAURENS COUNTY	$6,697.53
GA	LAVONIA CITY	$1,395.80
GA	LIBERTY COUNTY	$13,651.14
GA	LILBURN CITY	$8,970.03
GA	LOCUST GROVE CITY	$5,537.05
GA	LUMPKIN COUNTY	$8,467.08
GA	MADISON CITY	$3,061.53
GA	MARIETTA CITY	$22,095.14
GA	MILNER CITY	$1,733.56
GA	MONROE COUNTY	$14,027.20
GA	MORGAN COUNTY	$7,096.66
GA	MORROW CITY	$2,307.11
GA	MURRAY COUNTY	$6,690.61
GA	NEWNAN CITY	$12,984.39
GA	NORCROSS CITY	$4,771.10
GA	OAKWOOD CITY	$3,472.20
GA	PERRY CITY	$1,726.55
GA	POLK COUNTY	$9,703.68
GA	PORTERDALE TOWN	$1,845.69
GA	POWDER SPRINGS CITY	$5,306.34
GA	RABUN COUNTY	$6,893.63
GA	ROME CITY	$4,826.24
GA	ROSWELL CITY	$14,597.19
GA	SMYRNA CITY	$10,589.61
GA	SNELLVILLE CITY	$6,856.72
GA	SOCIAL CIRCLE CITY	$2,297.88
GA	SPALDING COUNTY	$26,993.12
GA	ST MARYS CITY	$9,263.49
GA	STATESBORO CITY	$2,814.67
GA	STEPHENS COUNTY	$922.85
GA	STOCKBRIDGE CITY	$4,844.92
GA	SUMMERVILLE CITY	$4,473.80
GA	SUMTER COUNTY	$1,926.44
GA	SUWANEE CITY	$3,340.69
GA	SYLVANIA CITY	$7,844.16
GA	THOMAS COUNTY	$1,658.35
GA	THOMASVILLE CITY	$3,114.60
GA	TIFTON CITY	$7,622.68

State	Jurisdiction Name	Award Amount
GA	TRENTON CITY	$3,657.92
GA	TYRONE TOWN	$1,695.73
GA	VALDOSTA CITY	$27,232.14
GA	VARNELL CITY	$6,921.32
GA	WALKER COUNTY	$12,550.65
GA	WARE COUNTY	$4,222.01
GA	WARNER ROBINS CITY	$13,953.60
GA	WATKINSVILLE CITY	$1,162.79
GA	WAYCROSS CITY	$3,922.08
GA	WHITE COUNTY	$6,084.24
GA	WINDER CITY	$11,863.13
	Totals for GA(109 Jurisdictions):	**$824,814.92**
IA	AMES CITY	$4,927.98
IA	ANKENY CITY	$13,704.20
IA	ATLANTIC CITY	$2,840.95
IA	BETTENDORF CITY	$2,480.57
IA	BREMER COUNTY	$5,998.48
IA	BURLINGTON CITY	$5,305.50
IA	CARROLL CITY	$3,971.40
IA	CEDAR FALLS CITY	$17,703.34
IA	CHARLES CITY	$1,591.91
IA	CHICKASAW COUNTY	$1,178.46
IA	CLARINDA CITY	$899.78
IA	CLAY COUNTY	$3,009.38
IA	CLAYTON COUNTY	$1,651.89
IA	CLEAR LAKE CITY	$1,753.40
IA	CLINTON CITY	$3,448.89
IA	CLINTON COUNTY	$4,972.16
IA	CORALVILLE CITY	$2,492.31
IA	COUNCIL BLUFFS CITY	$49,496.61
IA	CRESTON CITY	$2,648.56
IA	DAVIS COUNTY	$4,614.21
IA	DE WITT CITY	$4,631.29
IA	DUBUQUE CITY	$15,296.10
IA	DUBUQUE COUNTY	$5,002.50
IA	DYERSVILLE CITY	$3,308.39
IA	FAYETTE COUNTY	$8,074.87
IA	FORT DODGE CITY	$6,921.32
IA	FORT MADISON CITY	$2,141.00
IA	FREMONT COUNTY	$4,926.13
IA	GREENE COUNTY	$3,529.87
IA	GREENFIELD CITY	$1,568.84
IA	GRINNELL CITY	$4,072.04
IA	GRUNDY COUNTY	$4,933.01
IA	GUTHRIE COUNTY	$1,670.81
IA	HAMPTON CITY	$1,735.87
IA	HOWARD COUNTY	$1,098.19
IA	IDA COUNTY	$6,164.59

State	Jurisdiction Name	Award Amount
IA	INDEPENDENCE CITY	$4,764.17
IA	IOWA CITY CITY	$7,382.78
IA	IOWA COUNTY	$10,146.65
IA	JASPER COUNTY	$2,842.36
IA	JEFFERSON CITY	$3,529.87
IA	JOHNSTON CITY	$5,467.84
IA	KEOKUK CITY	$3,183.81
IA	KNOXVILLE CITY	$1,384.27
IA	LAKE MILLS CITY	$1,845.69
IA	LE MARS CITY	$4,152.79
IA	LOUISA COUNTY	$4,930.81
IA	LYON COUNTY	$3,170.38
IA	MAHASKA COUNTY	$1,785.96
IA	MAQUOKETA CITY	$4,867.28
IA	MARION COUNTY	$2,383.22
IA	MARSHALL COUNTY	$7,475.02
IA	MARSHALLTOWN CITY	$6,556.79
IA	MASON CITY	$10,145.17
IA	MCGREGOR CITY	$2,768.53
IA	MONONA COUNTY CONSERVATION BOARD	$650.61
IA	MONTICELLO CITY	$899.78
IA	MOUNT VERNON CITY	$1,531.46
IA	MUSCATINE CITY	$3,538.64
IA	MUSCATINE COUNTY	$14,509.84
IA	MUSCATINE COUNTY CONSERVATION BOARD	$1,209.16
IA	NEWTON CITY	$9,274.56
IA	NORWALK CITY	$8,499.38
IA	OELWEIN CITY	$872.09
IA	OSKALOOSA CITY	$4,429.64
IA	OTTUMWA CITY	$5,167.92
IA	PELLA CITY	$1,997.48
IA	PLYMOUTH COUNTY	$2,768.53
IA	POCAHONTAS CITY	$2,491.68
IA	POLK CITY	$1,202.01
IA	PRESTON CITY	$391.29
IA	SIOUX CENTER CITY	$624.77
IA	SIOUX CITY	$11,051.89
IA	STRAWBERRY POINT CITY	$1,187.70
IA	TAMA COUNTY	$1,084.32
IA	URBANDALE CITY	$10,465.03
IA	WASHINGTON CITY	$1,028.97
IA	WAUKEE CITY	$4,717.65
IA	WAUKON CITY	$1,961.50
IA	WEST DES MOINES CITY	$36,633.57
IA	WINDSOR HEIGHTS CITY	$1,497.68
IA	WINTERSET CITY	$1,661.12
	Totals for IA(82 Jurisdictions):	**$429,896.46**
ID	ADAMS COUNTY	$6,882.42

State	Jurisdiction Name	Award Amount
ID	BANNOCK COUNTY	$12,227.55
ID	BINGHAM COUNTY	$15,624.13
ID	BLACKFOOT CITY	$2,990.01
ID	BLAINE COUNTY	$6,644.46
ID	BONNER COUNTY	$5,465.49
ID	CARIBOU COUNTY	$2,356.92
ID	COEUR D ALENE CITY	$9,087.17
ID	FRANKLIN COUNTY	$5,075.63
ID	FRUITLAND CITY	$4,651.13
ID	HOMEDALE CITY	$1,845.69
ID	IDAHO COUNTY	$7,475.02
ID	IDAHO FALLS CITY	$12,865.91
ID	JEROME CITY	$5,496.45
ID	LEMHI COUNTY	$1,245.84
ID	LEWISTON CITY	$1,982.38
ID	MADISON COUNTY	$21,613.42
ID	MCCALL CITY	$2,337.10
ID	MOSCOW CITY	$4,409.91
ID	MOUNTAIN HOME CITY	$967.14
ID	NEZ PERCE COUNTY	$2,597.57
ID	OWYHEE COUNTY	$7,475.02
ID	PAYETTE CITY	$2,957.81
ID	POCATELLO CITY	$12,412.22
ID	PONDERAY CITY	$1,061.27
ID	POST FALLS CITY	$6,155.88
ID	REXBURG CITY	$3,266.86
ID	SHOSHONE COUNTY	$12,722.58
ID	TWIN FALLS CITY	$10,722.51
ID	TWIN FALLS COUNTY	$12,001.56
	Totals for ID(30 Jurisdictions):	**$202,617.05**
IL	ADDISON VILLAGE	$2,159.45
IL	ALBERS VILLAGE	$1,654.20
IL	ALSIP VILLAGE	$11,074.10
IL	ALTON CITY	$10,335.83
IL	ARLINGTON HEIGHTS VILLAGE	$11,936.96
IL	AVISTON VILLAGE	$1,384.27
IL	BANNOCKBURN VILLAGE	$1,836.46
IL	BARRINGTON HILLS VILLAGE	$2,754.69
IL	BARRINGTON VILLAGE	$4,540.39
IL	BARTLETT VILLAGE	$5,038.72
IL	BEECHER VILLAGE	$2,041.79
IL	BELVIDERE CITY	$5,813.91
IL	BERKELEY VILLAGE	$2,768.53
IL	BLOOMINGDALE VILLAGE	$3,105.33
IL	BLOOMINGTON CITY	$27,712.68
IL	BLUE ISLAND CITY	$10,889.54
IL	BOURBONNAIS VILLAGE	$2,676.25
IL	BRADLEY VILLAGE	$2,076.40

State	Jurisdiction Name	Award Amount
IL	BREESE CITY	$1,363.94
IL	BROOKFIELD VILLAGE	$1,568.84
IL	BUFFALO GROVE VILLAGE	$3,968.22
IL	CAMPTON HILLS VILLAGE	$3,061.02
IL	CARBONDALE CITY	$2,246.85
IL	CAROL STREAM VILLAGE	$12,949.32
IL	CARPENTERSVILLE VILLAGE	$7,751.69
IL	CASEY CITY	$1,990.85
IL	CHAMPAIGN CITY	$34,711.77
IL	CHARLESTON CITY	$3,455.53
IL	CHATHAM VILLAGE	$4,334.25
IL	CHENOA CITY	$1,355.20
IL	CICERO TOWN	$9,228.42
IL	CLINTON CITY	$2,768.53
IL	COAL VALLEY VILLAGE	$1,180.35
IL	COLES COUNTY	$424.10
IL	COLLINSVILLE CITY	$4,129.72
IL	COUNTRY CLUB HILLS	$3,451.43
IL	CRAWFORD COUNTY	$1,464.09
IL	CRESTWOOD VILLAGE	$6,445.13
IL	CRYSTAL LAKE CITY	$3,820.57
IL	DANVILLE CITY	$5,537.05
IL	DARIEN CITY	$2,488.91
IL	DE KALB CITY	$7,382.74
IL	DECATUR CITY	$9,191.51
IL	DOUGLAS COUNTY	$5,537.05
IL	DOWNERS GROVE VILLAGE	$13,459.44
IL	DURAND VILLAGE	$426.44
IL	EAST DUNDEE VILLAGE	$3,751.33
IL	EAST HAZEL CREST VILLAGE	$1,873.37
IL	EAST MOLINE CITY	$2,588.11
IL	EAST PEORIA CITY	$4,555.57
IL	EFFINGHAM CITY	$5,292.50
IL	ELBURN VILLAGE	$2,126.67
IL	ELK GROVE VILLAGE	$9,182.28
IL	ELMHURST CITY	$12,504.51
IL	ELMWOOD PARK VILLAGE	$4,983.35
IL	FAIRVIEW HEIGHTS CITY	$4,648.82
IL	FISHER VILLAGE	$549.69
IL	FLORA CITY	$1,310.44
IL	FLOSSMOOR VILLAGE	$4,258.00
IL	FOREST PARK VILLAGE	$6,459.90
IL	FOREST VIEW VILLAGE	$4,614.21
IL	FOX LAKE VILLAGE	$5,998.48
IL	FRANKLIN PARK VILLAGE	$8,305.58
IL	FREEPORT CITY	$2,994.21
IL	FULTON CITY	$4,769.25
IL	GALESBURG CITY	$2,953.05

State	Jurisdiction Name	Award Amount
IL	GENEVA CITY	$4,383.50
IL	GLEN CARBON VILLAGE	$4,140.33
IL	GLEN ELLYN VILLAGE	$13,164.34
IL	GLENCOE VILLAGE	$2,356.99
IL	GLENDALE HEIGHTS VILLAGE	$6,233.80
IL	GRANITE CITY	$3,467.84
IL	GRANTFORK VILLAGE	$1,661.12
IL	GRAYSLAKE VILLAGE	$16,611.15
IL	GREENVILLE CITY	$2,237.90
IL	GRUNDY COUNTY	$10,298.92
IL	GURNEE VILLAGE	$15,641.71
IL	HANOVER PARK VILLAGE	$6,089.38
IL	HARWOOD HEIGHTS VILLAGE	$2,284.04
IL	HENRY COUNTY	$958.61
IL	HEYWORTH VILLAGE	$1,401.80
IL	HIGHLAND PARK CITY	$9,400.42
IL	HINSDALE VILLAGE	$3,520.65
IL	HOFFMAN ESTATES VILLAGE	$10,202.02
IL	HOMEWOOD VILLAGE	$4,933.47
IL	HUNTLEY VILLAGE	$7,261.85
IL	ISLAND LAKE VILLAGE	$858.25
IL	ITASCA VILLAGE	$1,578.06
IL	JACKSON COUNTY	$5,444.77
IL	JUSTICE VILLAGE	$9,228.42
IL	KANKAKEE CITY	$4,067.63
IL	KEWANEE CITY	$3,691.37
IL	KILDEER VILLAGE	$1,836.46
IL	KNOX COUNTY	$7,939.18
IL	LA GRANGE VILLAGE	$5,998.48
IL	LA SALLE CITY	$3,158.86
IL	LADD VILLAGE	$3,229.95
IL	LAKE BLUFF VILLAGE	$2,122.54
IL	LAKE IN THE HILLS VILLAGE	$1,614.98
IL	LAKE VILLA VILLAGE	$3,428.36
IL	LAKE ZURICH VILLAGE	$8,636.49
IL	LAKEMOOR VILLAGE	$1,550.38
IL	LANSING VILLAGE	$5,333.57
IL	LE ROY CITY	$3,096.78
IL	LEE COUNTY	$7,008.99
IL	LENA VILLAGE	$3,229.95
IL	LIBERTYVILLE VILLAGE	$10,811.09
IL	LINCOLNWOOD VILLAGE	$6,146.13
IL	LINDENHURST VILLAGE	$4,614.21
IL	LISLE VILLAGE	$3,552.95
IL	LOCKPORT CITY	$6,229.19
IL	LOVES PARK CITY	$2,456.61
IL	LYNWOOD VILLAGE	$1,600.21
IL	MANTENO VILLAGE	$4,055.85

State	Jurisdiction Name	Award Amount
IL	MARENGO CITY	$1,476.55
IL	MARSHALL CITY	$1,135.09
IL	MARSHALL COUNTY	$1,522.69
IL	MARYVILLE VILLAGE	$1,961.04
IL	MASON COUNTY	$2,745.46
IL	MAYWOOD VILLAGE	$15,672.62
IL	MCHENRY CITY	$5,509.37
IL	MCLEANSBORO CITY	$2,214.82
IL	MELROSE PARK VILLAGE	$5,537.05
IL	MIDLOTHIAN VILLAGE	$6,091.68
IL	MILLSTADT VILLAGE	$1,384.27
IL	MINOOKA VILLAGE	$4,614.21
IL	MOKENA VILLAGE	$4,521.93
IL	MOLINE CITY	$4,318.90
IL	MONTGOMERY VILLAGE	$2,431.69
IL	MORGAN COUNTY	$1,184.93
IL	MORRIS CITY	$2,194.06
IL	MORRISON CITY	$1,765.87
IL	MORTON GROVE VILLAGE	$4,286.54
IL	MORTON VILLAGE	$2,632.39
IL	MOUNT PROSPECT VILLAGE	$17,908.21
IL	MOUNT VERNON CITY	$7,290.45
IL	MUNDELEIN VILLAGE	$5,075.63
IL	NEW ATHENS VILLAGE	$412.98
IL	NEW LENOX VILLAGE	$3,079.99
IL	NEWTON CITY	$926.06
IL	NILES VILLAGE	$13,842.63
IL	NORTH AURORA VILLAGE	$7,936.44
IL	NORTH RIVERSIDE VILLAGE	$2,307.11
IL	O FALLON CITY	$5,368.64
IL	OAK BROOK VILLAGE	$4,512.70
IL	OAK PARK VILLAGE	$11,464.00
IL	OAKBROOK TERRACE CITY	$5,075.63
IL	OGLE COUNTY	$6,367.61
IL	OGLESBY CITY	$4,927.98
IL	ORLAND PARK VILLAGE	$23,417.11
IL	OSWEGO VILLAGE	$3,159.81
IL	OTTAWA CITY	$2,854.65
IL	PALATINE VILLAGE	$4,734.18
IL	PALOS HEIGHTS CITY	$2,774.99
IL	PALOS HILL CITY	$6,921.32
IL	PALOS PARK VILLAGE	$2,768.53
IL	PARK FOREST VILLAGE	$4,798.78
IL	PARK RIDGE CITY	$8,065.64
IL	PEKIN CITY	$7,451.95
IL	PEOTONE VILLAGE	$3,166.74
IL	PERU CITY	$4,844.92
IL	PIATT COUNTY	$1,453.46

State	Jurisdiction Name	Award Amount
IL	PINGREE GROVE VILLAGE	$456.81
IL	PLAINFIELD VILLAGE	$6,482.97
IL	PLANO CITY	$2,463.99
IL	PRAIRIE GROVE VILLAGE	$119.67
IL	PROSPECT HEIGHTS CITY	$3,691.37
IL	RICHLAND COUNTY	$2,523.98
IL	RICHMOND VILLAGE	$2,307.11
IL	RIDGE FARM VILLAGE	$978.21
IL	RIVER FOREST VILLAGE	$5,998.48
IL	RIVER GROVE VILLAGE	$5,537.05
IL	RIVERSIDE VILLAGE	$2,547.05
IL	RIVERWOODS VILLAGE	$2,537.82
IL	ROCHELLE CITY	$3,303.78
IL	ROCHESTER VILLAGE	$1,364.87
IL	ROCK ISLAND CITY	$8,462.37
IL	ROLLING MEADOWS CITY	$9,228.42
IL	ROMEOVILLE VILLAGE	$3,922.08
IL	ROSCOE VILLAGE	$2,785.14
IL	ROSELLE VILLAGE	$3,875.94
IL	ROSEMONT VILLAGE	$13,842.63
IL	ROUND LAKE BEACH VILLAGE	$719.41
IL	SALEM CITY	$3,400.61
IL	SAUGET VILLAGE	$5,075.63
IL	SAVANNA CITY	$966.91
IL	SCHAUMBURG VILLAGE	$22,535.80
IL	SCHILLER PARK VILLAGE	$8,402.69
IL	SESSER CITY	$1,161.12
IL	SHILOH VILLAGE	$1,568.84
IL	SHOREWOOD VILLAGE	$2,583.96
IL	SKOKIE VILLAGE	$15,704.00
IL	SLEEPY HOLLOW VILLAGE	$2,197.40
IL	SOUTH HOLLAND VILLAGE	$4,524.24
IL	SPRING GROVE VILLAGE	$1,709.80
IL	SPRING VALLEY CITY	$3,737.51
IL	STERLING CITY	$4,360.43
IL	STICKNEY VILLAGE	$13,842.63
IL	STONE PARK VILLAGE	$9,228.42
IL	SUMMIT VILLAGE	$7,175.10
IL	SYCAMORE CITY	$4,452.72
IL	TRENTON CITY	$2,768.53
IL	TUSCOLA CITY	$650.13
IL	UNION VILLAGE	$461.43
IL	URBANA CITY	$3,405.26
IL	VERNON HILLS VILLAGE	$6,919.93
IL	VIENNA CITY	$772.42
IL	VILLA PARK VILLAGE	$10,589.61
IL	VILLAGE OF LAGRANGE PARK	$3,730.59
IL	VILLAGE OF ATWOOD	$580.56

State	Jurisdiction Name	Award Amount
IL	WASHINGTON CITY	$9,016.57
IL	WASHINGTON COUNTY	$2,687.78
IL	WAUKEGAN CITY	$21,156.15
IL	WAYNE VILLAGE	$3,362.84
IL	WEST CHICAGO CITY	$5,901.12
IL	WEST DUNDEE VILLAGE	$3,519.23
IL	WESTCHESTER VILLAGE	$8,767.00
IL	WESTERN SPRINGS VILLAGE	$1,993.34
IL	WHEATON CITY	$7,895.84
IL	WHEELING VILLAGE	$3,213.80
IL	WILLOW SPRINGS VILLAGE	$10,483.55
IL	WILLOWBROOK VILLAGE	$2,778.68
IL	WILMETTE VILLAGE	$6,323.78
IL	WINNEBAGO VILLAGE	$1,384.27
IL	WOOD DALE CITY	$10,445.19
IL	WOODRIDGE VILLAGE	$5,329.42
IL	YORKVILLE CITY	$3,848.25
	Totals for IL(227 Jurisdictions):	**$1,187,852.86**
IN	ADAMS COUNTY	$9,680.61
IN	ANDERSON CITY	$9,574.49
IN	ANGOLA CITY	$3,253.02
IN	ARCADIA TOWN	$3,091.06
IN	AUBURN CITY	$12,807.20
IN	AVON TOWN	$7,218.61
IN	BARTHOLOMEW COUNTY	$2,076.40
IN	BATESVILLE CITY	$3,056.92
IN	BOURBON TOWN	$1,240.30
IN	BRISTOL TOWN	$2,048.71
IN	BROWNSBURG TOWN	$4,203.09
IN	CEDAR LAKE TOWN	$3,629.08
IN	CHARLESTOWN CITY	$2,925.41
IN	CICERO TOWN	$1,562.62
IN	CLINTON CITY	$5,841.59
IN	COLUMBUS CITY	$12,921.17
IN	CONNERSVILLE CITY	$3,229.95
IN	CROWN POINT CITY	$1,020.14
IN	DE KALB COUNTY	$8,490.15
IN	DYER TOWN	$2,835.87
IN	ELBERFELD TOWN	$1,384.25
IN	ELKHART CITY	$15,051.55
IN	FERDINAND TOWN	$1,659.74
IN	FRANKFORT CITY	$7,848.77
IN	FRANKLIN CITY	$2,953.10
IN	FRANKLIN COUNTY	$2,722.39
IN	GOSHEN CITY	$11,317.73
IN	GREENSBORO TOWNSHIP	$13,832.48
IN	GREENSBURG CITY	$6,229.19
IN	GREENTOWN TOWN	$922.85

State	Jurisdiction Name	Award Amount
IN	GREENWOOD CITY	$9,412.99
IN	GRIFFITH TOWN	$2,724.97
IN	HANCOCK COUNTY	$455.66
IN	HIGHLAND TOWN	$408.36
IN	HOBART CITY	$2,048.71
IN	HOMECROFT TOWN	$3,872.25
IN	JACKSON COUNTY	$4,148.18
IN	JASPER CITY	$7,198.17
IN	JEFFERSON COUNTY	$10,123.58
IN	JEFFERSONVILLE CITY	$13,496.56
IN	KNOX COUNTY	$4,701.88
IN	KOKOMO CITY	$11,535.52
IN	LAPEL TOWN	$3,236.87
IN	LAPORTE CITY	$5,444.77
IN	LAWRENCE CITY	$6,817.50
IN	LIGONIER CITY	$4,521.93
IN	LOWELL TOWN	$3,924.39
IN	MISHAWAKA CITY	$25,608.86
IN	MONTGOMERY COUNTY	$5,189.15
IN	MOORESVILLE TOWN	$7,682.66
IN	MUNCIE CITY	$13,927.53
IN	MUNSTER TOWN	$1,038.20
IN	MOUNT VERNON CITY	$1,543.46
IN	NASHVILLE TOWN	$484.50
IN	NEW HAVEN CITY	$7,861.69
IN	NEW PROVIDENCE TOWN	$1,885.37
IN	NEWBURGH TOWN	$3,114.60
IN	NEWTON COUNTY	$2,214.82
IN	NOBLESVILLE CITY	$12,435.30
IN	NORTH VERNON CITY	$1,764.94
IN	PAOLI TOWN	$2,560.89
IN	PENDLETON TOWN	$6,836.42
IN	PERU CITY	$5,410.16
IN	PLYMOUTH CITY	$1,274.45
IN	POSEY COUNTY	$4,485.02
IN	RICHMOND CITY	$6,575.25
IN	ROME CITY TOWN	$299.01
IN	SCHERERVILLE TOWN	$13,984.28
IN	SCOTTSBURG CITY	$2,417.85
IN	SEYMOUR CITY	$2,762.97
IN	SHELBY COUNTY	$4,677.88
IN	SPENCER COUNTY	$853.63
IN	TOWN OF NEW PALESTINE	$3,506.80
IN	TOWN OF UTICA	$3,229.95
IN	TOWN OF INGALLS	$2,720.36
IN	VALPARAISO CITY	$5,272.20
IN	WAYNE COUNTY	$10,105.12
IN	WEST LAFAYETTE CITY	$5,027.65

State	Jurisdiction Name	Award Amount
IN	WEST TERRE HAUTE TOWN	$5,537.05
IN	YORKTOWN TOWN	$2,587.65
IN	ZIONSVILLE TOWN	$3,414.52
	Totals for IN(81 Jurisdictions):	**$436,990.92**
KS	ABILENE CITY	$1,170.35
KS	ANDOVER CITY	$3,933.62
KS	ARKANSAS CITY	$3,114.60
KS	ATCHISON CITY	$11,535.52
KS	BONNER SPRINGS CITY	$1,414.26
KS	BURDEN CITY	$1,936.74
KS	BUTLER COUNTY	$23,047.97
KS	CHEROKEE COUNTY	$4,452.72
KS	CLARK COUNTY	$2,554.43
KS	COFFEY COUNTY	$8,121.01
KS	COLBY CITY	$2,205.47
KS	COMANCHE COUNTY	$2,128.31
KS	CRAWFORD COUNTY	$4,115.88
KS	DERBY CITY	$5,325.82
KS	DICKINSON COUNTY	$4,005.32
KS	ELLIS COUNTY	$6,600.17
KS	ELLSWORTH CITY	$1,522.69
KS	EMPORIA CITY	$5,920.32
KS	FINNEY COUNTY	$5,640.87
KS	FORD COUNTY	$4,128.80
KS	FRANKLIN COUNTY	$5,877.12
KS	FRONTENAC CITY	$4,614.21
KS	GARDNER CITY	$9,182.28
KS	GARNETT CITY	$2,233.15
KS	GEARY COUNTY	$6,930.55
KS	GIRARD CITY	$2,237.42
KS	GOODLAND CITY	$1,607.75
KS	GRANT COUNTY	$2,345.54
KS	HAMILTON COUNTY	$2,110.08
KS	HAYS CITY	$2,933.83
KS	HAYSVILLE CITY	$6,358.38
KS	HIAWATHA CITY	$1,407.34
KS	HUTCHINSON CITY	$13,374.29
KS	IOLA CITY	$644.21
KS	JACKSON COUNTY	$10,426.92
KS	JUNCTION CITY	$10,307.26
KS	LANSING CITY	$1,700.45
KS	LAWRENCE CITY	$14,132.40
KS	LEAVENWORTH CITY	$2,342.64
KS	LEAWOOD CITY	$4,453.64
KS	LENEXA CITY	$14,304.05
KS	LIBERAL CITY	$7,475.02
KS	LINDSBORG CITY	$3,633.69
KS	LOGAN COUNTY	$1,774.63

State	Jurisdiction Name	Award Amount
KS	LOUISBURG CITY	$4,130.18
KS	LYNDON CITY	$532.95
KS	LYON COUNTY	$6,630.61
KS	LYONS CITY	$3,691.37
KS	MAIZE CITY	$2,834.29
KS	MARSHALL COUNTY	$3,448.42
KS	MCPHERSON CITY	$2,030.26
KS	MCPHERSON COUNTY	$2,307.11
KS	MEDICINE LODGE CITY	$2,353.25
KS	MERRIAM CITY	$3,131.67
KS	MISSION CITY	$3,247.48
KS	MITCHELL COUNTY	$4,614.21
KS	MONTGOMERY COUNTY	$14,779.31
KS	NEMAHA COUNTY	$3,639.51
KS	NEWTON CITY	$8,828.28
KS	OSAGE CITY	$2,757.46
KS	OTTAWA CITY	$1,943.05
KS	OTTAWA COUNTY	$3,654.92
KS	PAWNEE COUNTY	$8,582.43
KS	POTTAWATOMIE COUNTY	$8,582.43
KS	PRATT CITY	$3,606.49
KS	RAWLINS COUNTY	$2,307.11
KS	RENO COUNTY	$6,511.58
KS	RICE COUNTY	$6,404.60
KS	RILEY COUNTY	$7,437.28
KS	ROELAND PARK CITY	$1,729.87
KS	ROOKS COUNTY	$876.70
KS	ROSE HILL CITY	$2,708.94
KS	ROSSVILLE CITY	$2,307.11
KS	SALINA CITY	$10,017.45
KS	SALINE COUNTY	$14,764.55
KS	SHAWNEE CITY	$16,475.50
KS	SHERMAN COUNTY	$3,964.99
KS	STANTON COUNTY	$1,790.78
KS	TONGANOXIE CITY	$6,459.90
KS	VALLEY CENTER CITY	$1,753.40
KS	WINFIELD CITY	$7,312.60
	Totals for KS(81 Jurisdictions):	**$423,429.76**
KY	BEREA CITY	$4,604.98
KY	CAMPBELL COUNTY	$3,259.94
KY	CHRISTIAN COUNTY	$8,296.35
KY	COVINGTON CITY	$19,702.67
KY	DAYTON CITY	$1,218.75
KY	ERLANGER CITY	$5,188.68
KY	GEORGETOWN CITY	$16,978.05
KY	HENDERSON CITY	$3,529.87
KY	MAYSVILLE CITY	$3,097.86
KY	MURRAY CITY	$5,287.89

State	Jurisdiction Name	Award Amount
KY	OWENSBORO CITY	$13,394.18
KY	PADUCAH CITY	$7,923.09
KY	RADCLIFF CITY	$6,136.90
KY	RICHMOND CITY	$3,772.90
KY	SCOTT COUNTY	$5,922.34
	Totals for KY(15 Jurisdictions):	**$108,314.45**
LA	ACADIA PARISH	$17,616.13
LA	ALLEN PARISH	$6,746.84
LA	ASSUMPTION PARISH	$2,998.98
LA	BEAUREGARD PARISH	$8,963.10
LA	BERWICK TOWN	$4,491.00
LA	BOGALUSA CITY	$3,080.45
LA	BROUSSARD TOWN	$3,843.66
LA	CAMERON PARISH	$10,903.06
LA	CARENCRO CITY	$2,129.14
LA	CONCORDIA PARISH	$18,436.07
LA	EUNICE CITY	$6,538.52
LA	EVANGELINE PARISH	$15,030.79
LA	GREENWOOD TOWN	$2,786.80
LA	GRETNA CITY	$12,486.05
LA	GROSSE TETE VILLAGE	$781.42
LA	HAMMOND CITY	$11,074.10
LA	HARAHAN CITY	$14,534.76
LA	HOUMA CITY	$16,802.92
LA	JEANERETTE CITY	$3,779.37
LA	KENNER CITY	$14,866.98
LA	LAKE CHARLES CITY	$25,117.45
LA	MANY TOWN	$1,845.69
LA	MONROE CITY	$17,770.61
LA	MOREHOUSE PARISH	$5,357.10
LA	MORGAN CITY	$5,223.73
LA	NATCHITOCHES CITY	$9,228.42
LA	NATCHITOCHES PARISH	$10,602.07
LA	PEARL RIVER TOWN	$5,077.13
LA	PINEVILLE CITY	$6,210.73
LA	POINTE COUPEE PARISH	$8,255.27
LA	PONCHATOULA CITY	$4,208.62
LA	SLIDELL CITY	$40,796.99
LA	ST JOHN THE BAPTIST PARISH SHERIFF'S OFFICE	$13,399.66
LA	ST LANDRY PARISH SHERIFF DEPARTMENT	$14,896.05
LA	ST MARTIN PARISH	$10,845.01
LA	ST MARY PARISH	$13,373.32
LA	SULPHUR CITY	$13,473.49
LA	THIBODAUX CITY	$5,703.17
LA	UNION PARISH	$2,387.86
LA	VERMILION PARISH	$33,353.03
LA	WALKER TOWN	$1,803.70
LA	ZACHARY CITY	$20,763.94

State	Jurisdiction Name	Award Amount
	Totals for LA(42 Jurisdictions):	**$447,583.18**
MA	ABINGTON TOWN	$16,149.73
MA	ACTON TOWN	$10,324.30
MA	ACUSHNET TOWN	$4,955.66
MA	ADAMS TOWN	$4,879.53
MA	AGAWAM CITY	$4,671.89
MA	AMESBURY TOWN	$2,768.53
MA	ASHBY TOWN	$3,217.03
MA	ATTLEBORO CITY	$13,628.07
MA	AYER TOWN	$1,782.93
MA	BARRE TOWN	$1,311.90
MA	BEDFORD TOWN	$1,891.83
MA	BELLINGHAM TOWN	$5,050.26
MA	BELMONT TOWN	$10,612.68
MA	BLACKSTONE TOWN	$7,176.02
MA	BOXFORD TOWN	$2,064.86
MA	BRAINTREE TOWN	$22,946.46
MA	BRIDGEWATER TOWN	$6,054.35
MA	BROOKLINE TOWN	$5,708.70
MA	BURLINGTON TOWN	$28,562.87
MA	CANTON TOWN	$5,458.61
MA	CARVER TOWN	$2,307.11
MA	CHELMSFORD TOWN	$11,379.46
MA	CHELSEA CITY	$23,996.05
MA	CHESTERFIELD TOWN	$461.43
MA	CHICOPEE CITY	$28,192.82
MA	CONCORD TOWN	$10,371.36
MA	DARTMOUTH TOWN	$8,368.35
MA	DEDHAM TOWN	$3,783.66
MA	DEERFIELD TOWN	$3,033.85
MA	DOVER TOWN	$4,505.78
MA	DRACUT TOWN	$9,498.35
MA	DUDLEY TOWN	$2,548.89
MA	DUXBURY TOWN	$4,310.04
MA	EASTON TOWN	$1,651.89
MA	EGREMONT TOWN	$1,384.27
MA	EVERETT CITY	$11,936.89
MA	FAIRHAVEN TOWN	$5,368.64
MA	FALL RIVER CITY	$33,974.42
MA	FITCHBURG CITY	$14,457.24
MA	FOXBOROUGH TOWN	$12,039.40
MA	FRAMINGHAM TOWN	$29,134.11
MA	GARDNER CITY	$11,452.47
MA	GEORGETOWN TOWN	$3,303.78
MA	GILL TOWN	$1,130.49
MA	GLOUCESTER CITY	$4,111.73
MA	GRANBY TOWN	$2,733.92
MA	GRANVILLE TOWN	$826.18

State	Jurisdiction Name	Award Amount
MA	GREAT BARRINGTON TOWN	$1,836.46
MA	HALIFAX TOWN	$2,768.53
MA	HAMILTON TOWN	$2,126.78
MA	HAVERHILL CITY	$24,657.18
MA	HINGHAM TOWN	$9,643.70
MA	HOLLISTON TOWN	$3,008.47
MA	HOLYOKE CITY	$20,763.94
MA	HOPEDALE TOWN	$2,693.95
MA	HOPKINTON TOWN	$5,160.07
MA	HUBBARDSTON TOWN	$1,016.44
MA	HUDSON TOWN	$10,589.61
MA	HULL TOWN	$7,829.02
MA	LANCASTER TOWN	$6,919.01
MA	LEVERETT TOWN	$1,425.80
MA	LEXINGTON TOWN	$4,129.72
MA	LONGMEADOW TOWN	$1,633.43
MA	LUDLOW TOWN	$13,000.54
MA	MANSFIELD TOWN	$11,150.24
MA	MARBLEHEAD TOWN	$1,384.27
MA	MAYNARD TOWN	$7,844.16
MA	MEDFORD CITY	$9,228.42
MA	MELROSE CITY	$5,998.48
MA	MENDON TOWN	$1,845.69
MA	METHUEN CITY	$27,999.02
MA	MIDDLEBOROUGH TOWN	$2,823.90
MA	MIDDLETON TOWN	$4,682.50
MA	MILFORD TOWN	$12,389.15
MA	MILLBURY TOWN	$11,291.89
MA	MILLIS TOWN	$3,282.37
MA	MILLVILLE TOWN	$2,064.86
MA	MILTON TOWN	$12,403.00
MA	MONSON TOWN	$2,676.25
MA	NAHANT TOWN	$2,410.93
MA	NEEDHAM TOWN	$6,607.55
MA	NEWTON CITY	$20,071.81
MA	NORFOLK TOWN	$2,076.40
MA	NORTH ANDOVER TOWN	$4,034.67
MA	NORTH ATTLEBOROUGH TOWN	$7,433.49
MA	NORTH BROOKFIELD TOWN	$922.85
MA	NORTHAMPTON CITY	$9,459.13
MA	NORTON TOWN	$3,503.30
MA	NORWELL TOWN	$6,921.32
MA	NORTH READING	$10,151.26
MA	OAK BLUFFS TOWN	$7,188.94
MA	OAKHAM TOWN	$5,202.52
MA	ORLEANS TOWN	$3,783.66
MA	OXFORD TOWN	$4,706.50
MA	PALMER TOWN	$6,598.32

State	Jurisdiction Name	Award Amount
MA	PAXTON TOWN	$4,521.93
MA	PEABODY CITY	$16,611.15
MA	PEMBROKE TOWN	$11,300.66
MA	PETERSHAM TOWN	$2,307.11
MA	PITTSFIELD CITY	$10,589.61
MA	PLYMOUTH TOWN	$21,686.78
MA	PLYMPTON TOWN	$6,905.72
MA	PRINCETON TOWN	$1,845.69
MA	PROVINCETOWN TOWN	$1,651.89
MA	RAYNHAM TOWN	$2,769.05
MA	READING TOWN	$6,018.14
MA	REHOBOTH TOWN	$4,129.72
MA	ROCHESTER TOWN	$2,078.20
MA	ROCKLAND TOWN	$4,568.07
MA	SALEM CITY	$9,680.98
MA	SANDWICH TOWN	$9,464.67
MA	SCITUATE TOWN	$3,816.88
MA	SEEKONK TOWN	$11,535.52
MA	SHARON TOWN	$6,195.96
MA	SHELBURNE TOWN	$3,615.24
MA	SHREWSBURY TOWN	$5,421.32
MA	SOMERVILLE CITY	$9,809.81
MA	SOUTH HADLEY TOWN	$10,459.03
MA	SOUTHBOROUGH TOWN	$6,139.92
MA	SOUTHWICK TOWN	$6,510.65
MA	STONEHAM TOWN	$6,305.93
MA	STOUGHTON TOWN	$8,661.80
MA	STURBRIDGE TOWN	$4,376.49
MA	SUDBURY TOWN	$5,976.33
MA	SWANSEA TOWN	$14,041.04
MA	TAUNTON CITY	$11,069.03
MA	TEWKSBURY TOWN	$7,523.47
MA	TOLLAND TOWN	$1,845.69
MA	TOPSFIELD TOWN	$5,781.61
MA	TYNGS BOROUGH TOWN	$2,576.58
MA	WALPOLE TOWN	$7,433.49
MA	WAREHAM TOWN	$12,779.05
MA	WARREN TOWN	$1,418.87
MA	WATERTOWN CITY	$13,658.06
MA	WAYLAND TOWN	$3,067.53
MA	WEBSTER TOWN	$3,529.83
MA	WENHAM TOWN	$5,890.04
MA	WEST SPRINGFIELD TOWN	$6,847.03
MA	WEST TISBURY TOWN	$2,906.96
MA	WESTBOROUGH TOWN	$6,432.21
MA	WESTFIELD CITY	$17,845.45
MA	WESTFORD TOWN	$8,342.41
MA	WESTMINSTER TOWN	$516.33

State	Jurisdiction Name	Award Amount
MA	WESTPORT TOWN	$12,967.77
MA	WESTWOOD TOWN	$3,303.78
MA	WEYMOUTH TOWN	$24,778.30
MA	WILBRAHAM TOWN	$2,169.14
MA	WILLIAMSTOWN TOWN	$3,783.66
MA	WILMINGTON TOWN	$11,711.33
MA	WINCHESTER TOWN	$6,024.58
MA	WOBURN CITY	$1,405.79
MA	WRENTHAM TOWN	$8,568.87
MA	YARMOUTH TOWN	$3,687.68
	Totals for MA(153 Jurisdictions):	**$1,159,678.12**
MD	BEL AIR TOWN	$2,402.53
MD	BRUNSWICK CITY	$2,746.32
MD	CALVERT COUNTY	$15,356.09
MD	CAROLINE COUNTY	$4,715.73
MD	CHESTERTOWN TOWN	$1,782.93
MD	CHEVERLY TOWN	$2,200.98
MD	CHEVY CHASE VILLAGE TOWN	$1,130.49
MD	CUMBERLAND CITY	$4,565.96
MD	DELMAR TOWN	$2,386.47
MD	DENTON TOWN	$1,901.06
MD	DISTRICT HEIGHTS CITY	$3,922.08
MD	EASTON TOWN	$5,260.20
MD	FREDERICK CITY	$23,653.36
MD	FRUITLAND CITY	$3,997.75
MD	GAITHERSBURG CITY	$7,844.16
MD	GARRETT COUNTY	$3,691.37
MD	GREENBELT CITY	$4,614.21
MD	HAGERSTOWN CITY	$19,496.42
MD	HURLOCK TOWN	$1,107.41
MD	HYATTSVILLE CITY	$23,806.92
MD	LAPLATA TOWN	$4,162.73
MD	LAUREL CITY	$7,426.11
MD	MOUNT AIRY TOWN	$489.48
MD	OCEAN CITY TOWN	$16,777.26
MD	PITTSVILLE CITY	$922.85
MD	QUEEN ANNES COUNTY	$3,624.47
MD	SALISBURY CITY	$15,896.87
MD	SYKESVILLE TOWN	$1,048.17
MD	TAKOMA PARK CITY	$7,006.77
MD	TALBOT COUNTY	$6,383.60
MD	UNIVERSITY PARK TOWN	$3,543.72
MD	UPPER MARLBORO TOWN	$1,107.41
MD	WESTMINSTER CITY	$2,244.82
MD	WORCESTER COUNTY	$11,535.52
	Totals for MD(34 Jurisdictions):	**$218,752.22**
ME	AROOSTOOK COUNTY	$2,948.48
ME	AUBURN CITY	$10,399.51

State	Jurisdiction Name	Award Amount
ME	AUGUSTA CITY	$6,021.55
ME	BANGOR CITY	$5,399.60
ME	BAR HARBOR TOWN	$3,089.68
ME	BATH CITY	$2,316.22
ME	BERWICK CITY	$2,586.27
ME	BIDDEFORD CITY	$3,691.37
ME	BRIDGTON TOWN	$1,566.53
ME	BRUNSWICK TOWN	$9,586.02
ME	CAPE ELIZABETH TOWN	$1,764.48
ME	CARIBOU CITY	$6,016.93
ME	CUMBERLAND TOWN	$3,626.26
ME	CARRABASSETT VALLEY POLICE	$1,635.65
ME	DEXTER TOWN	$5,981.86
ME	ELIOT TOWN	$2,791.60
ME	ELLSWORTH CITY	$10,151.21
ME	FARMINGTON TOWN	$2,013.23
ME	FORTFAIRFIELD TOWN	$2,240.66
ME	FRYEBURG TOWN	$5,029.09
ME	GARDINER CITY	$1,500.87
ME	GORHAM	$10,151.26
ME	HANCOCK COUNTY	$4,275.33
ME	HOULTON TOWN	$4,922.44
ME	KENNEBUNK TOWN	$2,911.57
ME	KITTERY TOWN	$6,979.57
ME	KNOX COUNTY	$2,470.91
ME	KENNEBUNKPORT TOWN	$2,122.54
ME	LEWISTON CITY	$9,147.67
ME	LINCOLN TOWN	$2,637.99
ME	MECHANIC FALLS TOWN	$1,207.08
ME	MOUNT DESERT TOWN	$1,544.84
ME	OLD TOWN CITY	$4,335.85
ME	ORONO TOWN	$1,799.55
ME	PORTLAND CITY	$16,186.42
ME	RICHMOND TOWN	$2,307.11
ME	ROCKLAND CITY	$2,375.27
ME	RUMFORD TOWN	$4,854.15
ME	SACO CITY	$6,506.04
ME	SAGADAHOC COUNTY	$5,135.62
ME	SOMERSET COUNTY	$6,727.52
ME	SOUTH PORTLAND CITY	$9,228.42
ME	TOPSHAM	$4,503.47
ME	VEAZIE TOWN	$3,119.92
ME	WATERVILLE CITY	$7,272.80
ME	WELLS TOWN	$2,635.07
ME	WESTBROOK CITY	$8,455.08
ME	WINDHAM TOWN	$6,344.54
ME	WISCASSET TOWN	$1,611.89
ME	YARMOUTH TOWN	$2,087.93

State	Jurisdiction Name	Award Amount
ME	YORK TOWN	$2,007.19
	Totals for ME(51 Jurisdictions):	**$236,222.11**
MI	ADRIAN CITY	$2,810.06
MI	ALLEN PARK CITY	$3,216.11
MI	ALPENA CITY	$8,305.58
MI	ALPENA COUNTY	$1,965.66
MI	ANTRIM COUNTY	$963.00
MI	ARENAC COUNTY	$9,089.99
MI	AUBURN HILLS CITY	$4,215.08
MI	BAD AXE CITY	$2,400.87
MI	BATTLE CREEK CITY	$21,276.12
MI	BELDING CITY	$1,295.21
MI	BENTON HARBOR CITY	$3,700.60
MI	BENZIE COUNTY	$1,522.69
MI	BLOOMFIELD HILLS CITY	$2,104.08
MI	BLOOMFIELD TOWNSHIP	$8,270.97
MI	BRIDGEPORT CHARTER TOWNSHIP	$3,059.22
MI	BRIDGMAN CITY	$992.06
MI	BRONSON CITY	$1,578.06
MI	BROWNSTOWN CHARTER TOWNSHIP	$5,456.31
MI	CADILLAC CITY	$6,961.92
MI	CANTON CHARTER TOWNSHIP	$6,572.94
MI	CARROLLTON TOWNSHIP	$2,422.46
MI	CASS COUNTY	$6,444.21
MI	CENTER LINE CITY	$3,506.80
MI	CHARLEVOIX CITY	$1,079.72
MI	CHARLEVOIX COUNTY	$11,535.52
MI	CHEBOYGAN CITY	$862.86
MI	CHEBOYGAN COUNTY	$18,255.20
MI	CHELSEA CITY	$1,937.97
MI	CLAWSON CITY	$2,643.95
MI	CLINTON COUNTY	$5,887.73
MI	COLDWATER CITY	$959.76
MI	COLUMBIA TOWNSHIP	$526.49
MI	CRAWFORD COUNTY	$3,841.33
MI	DAVISON TOWNSHIP	$2,544.74
MI	DRYDEN TOWNSHIP	$1,725.86
MI	DURAND CITY	$921.92
MI	EAST GRAND RAPIDS CITY	$3,552.95
MI	EAST LANSING CITY	$11,535.52
MI	EATON RAPIDS CITY	$332.23
MI	EMMETT CHARTER TOWNSHIP	$3,483.50
MI	FARMINGTON CITY	$3,950.23
MI	FLAT ROCK CITY	$3,691.37
MI	FLINT CHARTER TOWNSHIP	$6,870.56
MI	FLUSHING CITY	$8,305.58
MI	FRANKLIN VILLAGE	$438.35
MI	FRUITPORT CHARTER TOWNSHIP	$1,485.78

State	Jurisdiction Name	Award Amount
MI	GARDEN CITY	$2,593.19
MI	GERRISH TOWNSHIP	$710.59
MI	GIBRALTAR CITY	$1,688.81
MI	GRAND BLANC CHARTER TOWNSHIP	$3,691.37
MI	GRAND HAVEN CITY	$2,173.30
MI	GRAND LEDGE CITY	$2,499.06
MI	GRAND TRAVERSE COUNTY	$9,862.87
MI	GRANDVILLE CITY	$3,310.70
MI	GREEN OAK TOWNSHIP	$4,591.14
MI	GREENVILLE CITY	$3,576.02
MI	GROSSE POINTE FARMS CITY	$15,226.89
MI	GROSSE POINTE SHORES VILLAGE	$7,382.74
MI	GROSSE POINTE WOODS CITY	$5,294.81
MI	GUN LAKE TRIBE PUBLIC SAFETY	$1,910.29
MI	HAMBURG TOWNSHIP	$2,496.29
MI	HAMTRAMCK CITY	$7,013.60
MI	HARBOR SPRINGS CITY	$932.07
MI	HOWELL CITY	$846.71
MI	HURON CHARTER TOWNSHIP	$4,152.79
MI	IONIA CITY	$2,293.27
MI	IOSCO COUNTY	$1,910.29
MI	IRONWOOD CITY	$3,506.80
MI	JACKSON CITY	$4,682.65
MI	KALKASKA COUNTY	$4,344.74
MI	KENTWOOD CITY	$13,939.53
MI	LAPEER CITY	$9,509.89
MI	LAPEER COUNTY	$9,842.11
MI	LAURIUM VILLAGE	$1,864.14
MI	LEELANAU COUNTY	$2,025.13
MI	LENAWEE COUNTY	$3,239.18
MI	LINCOLN CHARTER TOWNSHIP	$549.10
MI	LINCOLN PARK CITY	$3,414.52
MI	LIVONIA CITY	$14,050.27
MI	MACKINAC ISLAND CITY	$1,175.24
MI	MACKINAW CITY VILLAGE	$915.93
MI	MARINE CITY	$968.99
MI	MARQUETTE COUNTY	$2,307.11
MI	MARSHALL CITY	$899.78
MI	MARYSVILLE CITY	$978.22
MI	MASON CITY	$1,291.98
MI	MERIDIAN CHARTER TOWNSHIP	$4,976.43
MI	METAMORA TOWNSHIP	$553.71
MI	MIDLAND CITY	$2,477.83
MI	MIDLAND COUNTY	$9,260.72
MI	MILAN CITY	$2,307.11
MI	MONROE CITY	$3,139.51
MI	MONTAGUE CITY	$2,134.08
MI	MONTMORENCY COUNTY	$2,011.80

State	Jurisdiction Name	Award Amount
MI	MOUNT MORRIS CHARTER TOWNSHIP	$5,537.05
MI	MOUNT PLEASANT CITY	$2,307.11
MI	MUNISING CITY	$945.92
MI	MUSKEGON CHARTER TOWNSHIP	$5,260.20
MI	MUSKEGON CITY	$8,070.25
MI	METRO POLICE AUTHORITY OF GENESEE COUNTY	$2,007.19
MI	NAPOLEON TOWNSHIP	$5,075.63
MI	NEW BALTIMORE CITY	$1,753.40
MI	NEWAYGO CITY	$710.59
MI	NEWAYGO COUNTY	$6,016.93
MI	NORTHVILLE CITY	$1,066.18
MI	NORTON SHORES CITY	$2,934.64
MI	NOVI CITY	$9,228.42
MI	NORTHVILLE TOWNSHIP	$3,460.66
MI	OAK PARK CITY	$6,157.67
MI	ORCHARD LAKE VILLAGE CITY	$1,238.92
MI	OTSEGO CITY	$1,776.48
MI	OWOSSO CITY	$1,891.83
MI	PAW PAW VILLAGE	$2,537.82
MI	PINCKNEY VILLAGE	$2,226.36
MI	PITTSFIELD CHARTER TOWNSHIP	$4,642.21
MI	PLAINWELL CITY	$466.04
MI	PLYMOUTH CHARTER TOWNSHIP	$1,384.27
MI	PLYMOUTH CITY	$2,768.53
MI	PORT HURON CITY	$7,475.02
MI	PORTAGE CITY	$12,707.53
MI	PRESQUE ISLE COUNTY	$4,974.12
MI	REDFORD CHARTER TOWNSHIP	$3,235.49
MI	RIVERVIEW CITY	$5,537.05
MI	ROCKFORD CITY	$2,041.79
MI	ROCKWOOD CITY	$2,205.60
MI	ROGERS CITY	$2,567.81
MI	ROMULUS CITY	$3,391.45
MI	ROSCOMMON COUNTY	$9,053.08
MI	ROYAL OAK CITY	$8,637.80
MI	SAGINAW CHARTER TOWNSHIP	$4,558.84
MI	SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN	$3,691.37
MI	SAGINAW CITY	$15,219.51
MI	SANDUSKY CITY	$1,086.65
MI	SAULT STE MARIE CITY	$1,591.91
MI	SHELBY CHARTER TOWNSHIP	$11,254.06
MI	SHIAWASSEE COUNTY	$3,407.60
MI	SOUTH HAVEN CITY	$1,700.34
MI	SOUTHFIELD CITY	$12,250.73
MI	SOUTHGATE CITY	$4,519.99
MI	ST CLAIR CITY	$828.26
MI	ST CLAIR SHORES CITY	$6,609.86
MI	ST JOHNS CITY	$2,468.61

State	Jurisdiction Name	Award Amount
MI	ST JOSEPH CITY	$18,416.23
MI	STURGIS CITY	$2,046.41
MI	SUMPTER TOWNSHIP	$1,836.46
MI	TAYLOR CITY	$5,502.45
MI	TECUMSEH CITY	$586.79
MI	THREE RIVERS CITY	$1,543.46
MI	TRAVERSE CITY	$2,058.50
MI	TROY CITY	$7,491.63
MI	TUSCOLA COUNTY	$1,370.42
MI	UTICA CITY	$3,045.38
MI	VAN BUREN COUNTY	$6,183.04
MI	WALKER CITY	$4,771.10
MI	WATERFORD CHARTER TOWNSHIP	$5,890.04
MI	WATERVLIET CITY	$3,691.37
MI	WAYNE CITY	$2,260.97
MI	WAYNE COUNTY AIRPORT AUTHORITY	$15,988.24
MI	WESTLAND CITY	$17,995.42
MI	WHITE LAKE CHARTER TOWNSHIP	$4,706.50
MI	WILLIAMSTON CITY	$461.43
MI	WYOMING CITY	$7,461.18
MI	ZEELAND CITY	$909.00
	Totals for MI(163 Jurisdictions):	**$719,717.21**
MN	AITKIN COUNTY	$8,527.06
MN	ALBERT LEA CITY	$7,267.38
MN	ALEXANDRIA CITY	$3,866.69
MN	AUSTIN CITY	$4,152.79
MN	BAXTER CITY	$1,450.16
MN	BECKER CITY	$1,655.64
MN	BELGRADE CITY	$1,686.09
MN	BELLE PLAINE CITY	$1,448.87
MN	BELTRAMI COUNTY	$2,768.53
MN	BEMIDJI CITY	$6,644.46
MN	BENTON COUNTY	$6,553.56
MN	BIG STONE COUNTY	$2,661.85
MN	BLOOMINGTON CITY	$26,190.25
MN	BLUE EARTH COUNTY	$2,816.98
MN	BRAHAM CITY	$910.19
MN	BRAINERD CITY	$3,152.25
MN	BREEZY POINT CITY	$888.16
MN	BROOKLYN PARK CITY	$33,596.05
MN	BROWN COUNTY	$1,841.07
MN	BUFFALO CITY	$2,353.25
MN	BURNSVILLE CITY	$29,014.14
MN	CAMBRIDGE CITY	$1,244.46
MN	CANNON FALLS CITY	$2,518.16
MN	CHAMPLIN CITY	$3,767.52
MN	CHISHOLM CITY	$2,970.63
MN	CLAY COUNTY	$3,117.09

State	Jurisdiction Name	Award Amount
MN	CLEARWATER COUNTY	$3,117.09
MN	CLOQUET CITY	$788.00
MN	COLD SPRING CITY	$724.44
MN	COLUMBIA HEIGHTS CITY	$1,716.49
MN	COTTAGE GROVE CITY	$9,839.34
MN	CROW WING COUNTY	$13,925.68
MN	COUNTY OF COTTONWOOD	$2,353.25
MN	DAYTON CITY	$3,992.25
MN	DETROIT LAKES CITY	$3,284.88
MN	DODGE COUNTY	$5,051.25
MN	DOUGLAS COUNTY	$3,691.37
MN	DULUTH CITY	$32,926.02
MN	EAST GRAND FORKS CITY	$2,088.86
MN	EDEN PRAIRIE CITY	$12,698.31
MN	ELY CITY	$922.85
MN	FARMINGTON CITY	$5,848.97
MN	FERGUS FALLS CITY	$2,339.41
MN	FILLMORE COUNTY	$5,032.26
MN	FLOODWOOD CITY	$625.76
MN	FOREST LAKE CITY	$4,983.35
MN	FREEBORN COUNTY	$9,136.14
MN	FRIDLEY CITY	$8,305.58
MN	GOODHUE COUNTY	$5,813.91
MN	GRAND RAPIDS CITY	$1,483.93
MN	HERMANTOWN CITY	$3,643.84
MN	HIBBING CITY	$7,933.21
MN	HILL CITY	$1,245.84
MN	HOPKINS CITY	$3,045.38
MN	HOUSTON CITY	$548.63
MN	HOUSTON COUNTY	$659.33
MN	HUTCHINSON CITY	$2,905.40
MN	INDEPENDENCE CITY	$6,136.90
MN	INTERNATIONAL FALLS CITY	$2,318.64
MN	ITASCA COUNTY	$5,274.60
MN	KASSON CITY	$922.85
MN	KOOCHICHING COUNTY	$4,454.56
MN	LA CRESCENT CITY	$1,867.89
MN	LAKE COUNTY	$2,133.01
MN	LAKE CRYSTAL CITY	$461.43
MN	LAKEFIELD CITY	$1,399.96
MN	LAKEVILLE CITY	$15,767.40
MN	LE SUEUR COUNTY	$2,275.73
MN	LINO LAKES CITY	$5,071.02
MN	LYON COUNTY	$2,768.53
MN	MANKATO CITY	$10,797.25
MN	MAPLE GROVE CITY	$14,925.93
MN	MAPLEWOOD CITY	$15,428.53
MN	MCLEOD COUNTY	$4,369.66

State	Jurisdiction Name	Award Amount
MN	MEDINA CITY	$3,313.15
MN	MEEKER COUNTY	$3,715.09
MN	MINNETONKA CITY	$9,800.58
MN	MOORHEAD CITY	$13,145.75
MN	MOUNTAIN LAKE CITY	$1,845.69
MN	NEW BRIGHTON CITY	$3,691.37
MN	NEW PRAGUE CITY	$732.28
MN	NEW RICHLAND CITY	$880.85
MN	NICOLLET COUNTY	$2,994.88
MN	NOBLES COUNTY	$2,621.80
MN	NORTH BRANCH CITY	$1,845.69
MN	NORTHFIELD CITY	$6,579.20
MN	ORONO CITY	$609.08
MN	OSAKIS CITY	$3,783.66
MN	RAMSEY CITY	$2,337.33
MN	RED WING CITY	$3,691.37
MN	REDWOOD COUNTY	$1,407.41
MN	RICHFIELD CITY	$10,010.41
MN	ROSEVILLE CITY	$11,350.96
MN	SARTELL CITY	$3,765.94
MN	SAUK CENTRE CITY	$2,353.25
MN	SAUK RAPIDS CITY	$2,546.91
MN	SAVAGE CITY	$7,855.00
MN	SHAKOPEE CITY	$12,543.27
MN	SOUTH ST PAUL CITY	$4,332.75
MN	SPRINGFIELD CITY	$4,210.47
MN	SPRINGLAKE PARK CITY	$1,845.69
MN	ST ANTHONY CITY	$804.70
MN	ST CLOUD CITY	$27,520.48
MN	ST JAMES CITY	$865.81
MN	ST JOSEPH CITY	$799.81
MN	ST LOUIS PARK CITY	$11,572.44
MN	STEELE COUNTY	$2,436.31
MN	STEVENS COUNTY	$2,463.02
MN	STILLWATER CITY	$2,472.30
MN	SWIFT COUNTY	$2,072.71
MN	THIEF RIVER FALLS CITY	$1,391.19
MN	TODD COUNTY	$1,495.01
MN	VIRGINIA CITY	$4,112.19
MN	WABASHA CITY	$1,844.26
MN	WABASHA COUNTY	$9,945.24
MN	WAITE PARK CITY	$4,152.79
MN	WASECA CITY	$4,198.93
MN	WAYZATA CITY	$1,523.16
MN	WEST CONCORD CITY	$735.51
MN	WEST ST PAUL CITY	$9,389.92
MN	WHITE BEAR LAKE CITY	$3,691.37
MN	WILLMAR CITY	$6,403.85

State	Jurisdiction Name	Award Amount
MN	WINDOM CITY	$1,775.53
MN	WINONA COUNTY	$18,456.84
MN	WOODBURY CITY	$12,435.30
MN	WORTHINGTON CITY	$9,423.14
MN	ZUMBROTA CITY	$1,384.27
	Totals for MN(127 Jurisdictions):	**$687,284.10**
MO	ARNOLD CITY	$6,194.58
MO	AUXVASSE CITY	$1,845.69
MO	BELTON CITY	$22,823.72
MO	BILLINGS CITY	$1,438.25
MO	BLUE SPRINGS CITY	$11,489.80
MO	BOONVILLE CITY	$3,691.37
MO	BRANSON WEST CITY	$1,672.64
MO	BROOKFIELD CITY	$1,672.66
MO	BUCHANAN COUNTY	$15,543.01
MO	BUFFALO CITY	$2,211.41
MO	BYRNES MILL CITY	$1,651.89
MO	CAMDENTON CITY	$1,983.19
MO	CANTON CITY	$922.85
MO	CAPE GIRARDEAU CITY	$6,120.75
MO	CAPE GIRARDEAU COUNTY	$6,542.95
MO	CARL JUNCTION CITY	$1,128.16
MO	CHESTERFIELD CITY	$7,521.16
MO	CHILLICOTHE CITY	$2,768.53
MO	CHRISTIAN COUNTY	$8,028.73
MO	CLINTON CITY	$833.33
MO	CLINTON COUNTY	$9,216.89
MO	COLE COUNTY	$7,846.47
MO	COOPER COUNTY	$4,141.18
MO	CREVE COEUR CITY	$2,890.81
MO	CRYSTAL CITY	$2,052.80
MO	DESLOGE CITY	$6,292.24
MO	DEXTER CITY	$593.02
MO	DOUGLAS COUNTY	$4,006.06
MO	EDMUNDSON CITY	$2,229.59
MO	EXCELSIOR SPRINGS CITY	$4,367.19
MO	FESTUS CITY	$1,545.27
MO	FRONTENAC CITY	$8,672.41
MO	FULTON CITY	$1,384.27
MO	GLADSTONE CITY	$6,569.35
MO	GLENDALE CITY	$4,152.79
MO	GRAIN VALLEY CITY	$6,694.17
MO	GRANDVIEW CITY	$5,365.87
MO	HANNIBAL CITY	$3,008.47
MO	HAZELWOOD CITY	$9,498.35
MO	HENRY COUNTY	$5,947.66
MO	HOLLISTER CITY	$1,670.58
MO	HOWELL COUNTY	$16,233.78

State	Jurisdiction Name	Award Amount
MO	JEFFERSON CITY	$11,016.43
MO	JOHNSON COUNTY	$25,051.00
MO	JOPLIN CITY	$19,111.13
MO	KIMBERLING CITY CITY	$957.45
MO	KIRKWOOD CITY	$8,273.28
MO	LADUE CITY	$2,890.81
MO	LAKE ST LOUIS CITY	$3,767.51
MO	LAMAR CITY	$1,372.73
MO	LAWRENCE COUNTY	$25,491.07
MO	LAWSON CITY	$2,953.10
MO	LEWIS COUNTY	$1,668.04
MO	LIVINGSTON COUNTY	$4,041.59
MO	MARSHALL CITY	$3,604.62
MO	MARYVILLE CITY	$3,322.23
MO	MILLER COUNTY	$10,082.05
MO	MOBERLY CITY	$4,189.71
MO	MOLINE ACRES CITY	$10,988.47
MO	MONETT CITY	$2,495.78
MO	NEOSHO CITY	$2,403.08
MO	NEVADA CITY	$4,471.17
MO	NEWTON COUNTY	$5,317.60
MO	NIXA CITY	$7,068.97
MO	NORMANDY CITY	$3,716.75
MO	NORTH KANSAS CITY	$6,207.50
MO	O FALLON CITY	$26,998.26
MO	OAK GROVE CITY	$3,565.86
MO	ODESSA CITY	$4,856.46
MO	OLIVETTE CITY	$3,068.45
MO	ORONOGO CITY	$550.48
MO	OSAGE BEACH CITY	$1,557.30
MO	OVERLAND CITY	$4,516.39
MO	OZARK CITY	$5,075.17
MO	PAGEDALE CITY	$10,151.26
MO	PARK HILLS CITY	$9,260.72
MO	PECULIAR CITY	$2,655.94
MO	PERRY COUNTY	$7,105.89
MO	PEVELY CITY	$4,595.76
MO	PHELPS COUNTY	$4,586.53
MO	PLATTE CITY	$1,377.35
MO	PLEASANT HILL CITY	$3,017.70
MO	PLEASANT VALLEY CITY	$3,161.34
MO	RAYMORE CITY	$8,719.64
MO	RAYTOWN CITY	$15,284.09
MO	REPUBLIC CITY	$3,636.00
MO	RICHMOND HEIGHTS CITY	$2,064.86
MO	RIVERSIDE CITY	$3,288.94
MO	ROLLA CITY	$5,813.91
MO	SEDALIA CITY	$6,082.33

State	Jurisdiction Name	Award Amount
MO	SHREWSBURY CITY	$2,256.35
MO	SIKESTON CITY	$7,428.88
MO	ST ANN CITY	$733.22
MO	ST CHARLES CITY	$22,300.47
MO	ST FRANCOIS COUNTY	$12,181.51
MO	ST JAMES CITY	$1,790.30
MO	ST JOSEPH CITY	$855.55
MO	ST PETERS CITY	$7,846.47
MO	ST ROBERT CITY	$7,029.75
MO	ST. JOHN P.D.	$2,064.86
MO	STE GENEVIEVE COUNTY	$6,392.99
MO	TANEY COUNTY	$7,449.18
MO	TEXAS COUNTY	$2,957.55
MO	TRENTON CITY	$2,758.77
MO	TROY CITY	$5,583.20
MO	UNION CITY	$1,238.92
MO	UNIVERSITY CITY	$11,074.10
MO	VERSAILLES CITY	$5,536.75
MO	WARRENSBURG CITY	$5,933.88
MO	WARRENTON CITY	$1,614.98
MO	WASHINGTON CITY	$2,890.81
MO	WEBB CITY	$1,865.53
MO	WEBSTER GROVES CITY	$3,303.78
MO	WENTZVILLE CITY	$10,324.30
MO	WOODSON TERRACE CITY	$1,018.91
	Totals for MO(115 Jurisdictions):	**$666,347.60**
MS	AMORY CITY	$1,995.56
MS	ATTALA COUNTY	$8,305.58
MS	BATESVILLE CITY	$5,813.91
MS	BAY SPRINGS TOWN	$2,735.31
MS	BILOXI CITY	$23,786.25
MS	BUDE TOWN	$402.48
MS	CARTHAGE CITY	$1,845.69
MS	CHICKASAW COUNTY	$8,020.80
MS	CRYSTAL SPRINGS CITY	$6,300.67
MS	D IBERVILLE CITY	$6,229.19
MS	DECATUR TOWN	$922.85
MS	ECRU TOWN	$6,321.47
MS	FOREST CITY	$4,614.21
MS	FORREST COUNTY	$15,233.39
MS	GLUCKSTADT CITY	$1,197.39
MS	GULFPORT CITY	$9,137.80
MS	HERNANDO CITY	$4,614.21
MS	HORN LAKE CITY	$4,614.21
MS	JACKSON PUBLIC SCH DIST	$6,146.59
MS	JONES COUNTY	$10,343.38
MS	LAFAYETTE COUNTY	$7,428.49
MS	LAKE TOWN	$840.92

State	Jurisdiction Name	Award Amount
MS	LAMAR COUNTY	$4,614.21
MS	LAUREL CITY	$4,788.72
MS	LEAKE COUNTY	$2,768.53
MS	LEE COUNTY	$9,228.42
MS	LINCOLN COUNTY	$6,439.59
MS	LOUISVILLE CITY	$1,675.26
MS	LUCEDALE CITY	$7,613.45
MS	LONG BEACH	$5,023.22
MS	MADISON CITY	$16,149.29
MS	MERIDIAN CITY	$13,288.92
MS	MORTON CITY	$4,614.21
MS	NEW ALBANY CITY	$3,324.86
MS	NEWTON CITY	$922.85
MS	OLIVE BRANCH CITY	$9,648.31
MS	PASCAGOULA CITY	$6,090.76
MS	PASS CHRISTIAN CITY	$1,614.98
MS	PHILADELPHIA CITY	$3,691.37
MS	PONTOTOC CITY	$8,513.22
MS	POPLARVILLE CITY	$2,471.74
MS	PRENTISS COUNTY	$18,456.84
MS	RALEIGH TOWN	$2,307.11
MS	RICHLAND CITY	$4,152.79
MS	RIDGELAND CITY	$7,267.38
MS	SIMPSON COUNTY	$8,859.28
MS	STARKVILLE CITY	$8,305.58
MS	STONE COUNTY	$2,119.17
MS	STONEWALL TOWN	$830.56
MS	TUNICA TOWN	$1,845.69
MS	TUPELO CITY	$23,209.47
MS	UNION COUNTY	$11,074.10
MS	UNION TOWN	$2,307.11
MS	VICKSBURG CITY	$4,788.72
MS	WATER VALLEY CITY	$2,992.32
MS	WINONA CITY	$2,054.25
	Totals for MS(56 Jurisdictions):	**$349,902.63**
MT	BOZEMAN CITY	$19,521.33
MT	CASCADE COUNTY	$7,968.74
MT	COLUMBIA FALLS CITY	$3,399.75
MT	GLASGOW CITY	$2,065.12
MT	GREAT FALLS CITY	$8,409.40
MT	HAMILTON CITY	$1,650.05
MT	HAVRE CITY	$5,229.75
MT	HELENA CITY	$7,844.16
MT	HILL COUNTY	$3,945.15
MT	KALISPELL CITY	$10,224.33
MT	LAKE COUNTY	$9,390.38
MT	LEWIS AND CLARK COUNTY	$5,029.49
MT	MANHATTAN TOWN	$666.76

State	Jurisdiction Name	Award Amount
MT	MINERAL COUNTY	$2,296.99
MT	MISSOULA CITY	$12,029.25
MT	RAVALLI COUNTY	$9,053.65
MT	SHERIDAN COUNTY	$967.14
MT	VALLEY COUNTY	$2,076.40
MT	WHITEFISH CITY	$2,636.10
	Totals for MT(19 Jurisdictions):	**$114,403.94**
NC	ANGIER TOWN	$3,221.32
NC	APEX TOWN	$10,218.69
NC	ASHEVILLE CITY	$40,235.90
NC	AVERY COUNTY	$13,000.07
NC	AYDEN TOWN	$3,061.53
NC	BELMONT CITY	$9,205.16
NC	BOILING SPRINGS TOWN	$1,696.43
NC	BOONE TOWN	$10,114.35
NC	BURGAW TOWN	$687.52
NC	BURKE COUNTY	$2,472.49
NC	BURLINGTON CITY	$14,085.67
NC	CALDWELL COUNTY	$13,191.26
NC	CATAWBA TOWN	$5,403.24
NC	CHEROKEE COUNTY	$5,190.99
NC	CHERRYVILLE CITY	$2,122.54
NC	CLAY COUNTY	$9,207.80
NC	CLAYTON TOWN	$4,171.59
NC	CRAMERTON TOWN	$3,266.86
NC	DAVIE COUNTY	$17,711.55
NC	DUCK TOWN	$2,296.36
NC	DUNN CITY	$4,088.01
NC	DUPLIN COUNTY	$19,205.72
NC	ELIZABETH CITY	$6,826.73
NC	ELON COLLEGE TOWN	$2,828.15
NC	EMERALD ISLE TOWN	$5,794.07
NC	FRANKLIN COUNTY	$9,761.36
NC	FUQUAY-VARINA TOWN	$10,909.45
NC	GASTONIA CITY	$27,692.17
NC	GOLDSBORO CITY	$9,507.49
NC	GRAHAM CITY	$7,710.40
NC	GREENVILLE CITY	$19,771.89
NC	HAVELOCK CITY	$3,703.95
NC	HAW RIVER TOWN	$449.59
NC	HAYWOOD COUNTY	$16,791.43
NC	HENDERSON CITY	$8,353.84
NC	HICKORY CITY	$17,149.11
NC	HILLSBOROUGH TOWN	$5,544.99
NC	HUNTERSVILLE TOWN	$29,960.03
NC	JACKSONVILLE CITY	$22,735.19
NC	KERNERSVILLE TOWN	$7,851.08
NC	KILL DEVIL HILLS TOWN	$2,537.82

State	Jurisdiction Name	Award Amount
NC	KINGS MOUNTAIN CITY	$2,880.84
NC	KINSTON CITY	$7,970.13
NC	KNIGHTDALE TOWN	$4,385.35
NC	LELAND TOWN	$9,630.87
NC	LENOIR CITY	$4,460.51
NC	LILLINGTON TOWN	$8,318.96
NC	LUMBERTON CITY	$21,384.55
NC	MACON COUNTY	$10,920.97
NC	MARION CITY	$5,972.80
NC	MAYODAN TOWN	$6,665.23
NC	MCDOWELL COUNTY	$9,669.88
NC	MOORESVILLE TOWN	$23,456.31
NC	MOUNT HOLLY CITY	$2,632.64
NC	NAGS HEAD TOWN	$1,398.11
NC	NASHVILLE TOWN	$5,150.01
NC	NEW BERN CITY	$15,203.13
NC	NEWPORT TOWN	$4,466.56
NC	NEWTON CITY	$4,815.83
NC	NORTH WILKESBORO TOWN	$797.96
NC	PAMLICO COUNTY	$7,172.81
NC	PASQUOTANK COUNTY	$7,844.16
NC	PENDER COUNTY	$13,288.92
NC	PERQUIMANS COUNTY	$4,513.59
NC	PERSON COUNTY	$6,016.81
NC	PINETOPS TOWN	$3,691.37
NC	RICHMOND COUNTY	$28,665.77
NC	RIVER BEND TOWN	$2,247.47
NC	ROCKINGHAM COUNTY	$9,517.90
NC	ROCKY MOUNT CITY	$25,193.58
NC	ROLESVILLE TOWN	$1,020.51
NC	RUTHERFORD COUNTY	$27,357.00
NC	SMITHFIELD TOWN	$2,599.30
NC	SOUTHERN PINES TOWN	$8,440.96
NC	SPARTA TOWN	$654.75
NC	STALLINGS TOWN	$2,902.80
NC	STATESVILLE CITY	$6,921.32
NC	SUNSET BEACH TOWN	$1,941.63
NC	SURRY COUNTY	$25,933.80
NC	SHELBY	$7,636.52
NC	TARBORO TOWN	$4,512.70
NC	WADESBORO TOWN	$2,221.78
NC	WAKE FOREST TOWN	$9,493.56
NC	WAXHAW TOWN	$11,602.35
NC	WENDELL TOWN	$2,307.11
NC	WHISPERING PINES VILLAGE	$2,295.80
NC	WILKESBORO TOWN	$8,625.81
NC	WILSON CITY	$8,767.00
NC	WILSON COUNTY	$4,004.45

State	Jurisdiction Name	Award Amount
NC	WILSON'S MILLS TOWN	$3,989.80
NC	WOODFIN TOWN	$2,941.56
NC	WRIGHTSVILLE BEACH TOWN	$1,249.03
NC	YOUNGSVILLE TOWN	$1,842.12
NC	ZEBULON TOWN	$7,320.70
	Totals for NC(94 Jurisdictions):	**$824,649.17**
ND	BEULAH CITY	$2,461.22
ND	BISMARCK CITY	$19,690.36
ND	BOTTINEAU COUNTY	$2,535.05
ND	DEVILS LAKE CITY	$3,808.11
ND	DICKINSON CITY	$2,665.17
ND	GRAFTON CITY	$840.71
ND	GRAND FORKS CITY	$20,559.81
ND	GRAND FORKS COUNTY	$3,617.54
ND	JAMESTOWN CITY	$9,184.86
ND	MANDAN CITY	$9,521.28
ND	MCKENZIE COUNTY	$2,335.26
ND	MERCER COUNTY	$444.35
ND	MINOT CITY	$9,228.42
ND	RAMSEY COUNTY (DEVILS LAKE)	$2,514.75
ND	RAMSEY COUNTY (DEVILS LAKE)	$2,491.68
ND	SHERIDAN COUNTY	$1,172.01
ND	STARK COUNTY	$7,712.64
ND	WAHPETON CITY	$2,598.73
ND	WALSH COUNTY	$2,995.09
ND	WARD COUNTY	$7,292.30
ND	WATFORD CITY	$4,272.30
ND	WEST FARGO CITY	$25,003.94
	Totals for ND(22 Jurisdictions):	**$142,945.58**
NE	AURORA CITY	$1,947.43
NE	BEATRICE CITY	$2,307.11
NE	BELLEVUE CITY	$13,842.63
NE	BROKEN BOW CITY	$701.36
NE	CHADRON CITY	$2,367.09
NE	COLUMBUS CITY	$3,929.00
NE	FALLS CITY	$4,614.21
NE	GOTHENBURG CITY	$1,056.66
NE	HALL COUNTY	$6,278.57
NE	HASTINGS CITY	$6,128.53
NE	KEARNEY CITY	$11,070.41
NE	NEMAHA COUNTY	$2,740.84
NE	NORFOLK CITY	$4,614.21
NE	NORTH PLATTE CITY	$2,586.16
NE	PAPILLION CITY	$3,691.37
NE	PHELPS COUNTY	$1,730.33
NE	PLATTSMOUTH CITY	$1,822.62
NE	RALSTON CITY	$922.85
NE	RICHARDSON COUNTY	$1,990.57

State	Jurisdiction Name	Award Amount
NE	SCOTTS BLUFF COUNTY	$11,622.42
NE	SCOTTSBLUFF CITY	$2,373.55
NE	SOUTH SIOUX CITY	$1,756.63
NE	YORK CITY	$3,512.80
	Totals for NE(23 Jurisdictions):	**$93,607.35**
NH	ALLENSTOWN TOWN	$3,229.95
NH	ALSTEAD TOWN	$1,845.69
NH	ALTON TOWN	$3,356.26
NH	ANTRIM TOWN	$1,889.52
NH	ATKINSON TOWN	$1,186.78
NH	BEDFORD TOWN	$5,075.63
NH	BELMONT TOWN	$2,474.37
NH	CHESHIRE COUNTY	$2,999.25
NH	CHESTER TOWN	$4,001.91
NH	CLAREMONT CITY	$2,304.80
NH	CONCORD CITY	$9,293.94
NH	COOS COUNTY	$8,473.07
NH	DERRY TOWN	$14,233.34
NH	DOVER CITY	$3,116.90
NH	DUNBARTON TOWN	$824.79
NH	EPPING TOWN	$3,146.99
NH	EXETER TOWN	$1,762.98
NH	FARMINGTON TOWN	$1,151.41
NH	FREMONT TOWN	$2,188.87
NH	GILFORD TOWN	$2,768.53
NH	GOFFSTOWN TOWN	$5,253.28
NH	GRAFTON COUNTY	$2,202.96
NH	HAMPTON FALLS TOWN	$1,839.11
NH	HAVERHILL TOWN	$3,847.10
NH	HILLSBORO TOWN	$3,043.08
NH	HOOKSETT TOWN	$5,430.93
NH	HUDSON TOWN	$3,460.66
NH	JAFFREY TOWN	$3,394.22
NH	KEENE CITY	$3,672.91
NH	LACONIA CITY	$4,133.87
NH	LEE TOWN	$2,195.42
NH	MASON TOWN	$692.14
NH	MERRIMACK TOWN	$3,460.66
NH	MILFORD TOWN	$3,362.38
NH	MONT VERNON TOWN	$784.42
NH	NASHUA CITY	$22,172.20
NH	NEWFIELDS TOWN	$1,107.41
NH	NEWMARKET TOWN	$2,891.53
NH	ORFORD TOWN	$461.43
NH	OSSIPEE TOWN	$3,691.35
NH	PIERMONT TOWN	$695.22
NH	PITTSFIELD TOWN	$1,506.52
NH	PLAISTOW TOWN	$3,097.98

State	Jurisdiction Name	Award Amount
NH	PORTSMOUTH CITY	$7,408.23
NH	ROCHESTER CITY	$25,479.85
NH	STRATHAM TOWN	$680.12
NH	TILTON TOWN	$3,894.29
NH	WAKEFIELD TOWN	$1,113.65
NH	WINDHAM TOWN	$6,674.46
	Totals for NH(49 Jurisdictions):	**$202,972.36**
NJ	ABSECON CITY	$8,604.45
NJ	ANDOVER TOWNSHIP	$2,463.99
NJ	ASBURY PARK CITY	$4,856.44
NJ	ATLANTIC CITY	$48,888.46
NJ	ATLANTIC HIGHLANDS BOROUGH	$2,814.93
NJ	BARNEGAT TOWNSHIP	$7,844.16
NJ	BARRINGTON BOROUGH	$1,229.21
NJ	BAYONNE CITY	$32,142.58
NJ	BEACHWOOD BOROUGH	$2,768.53
NJ	BEDMINSTER TOWNSHIP	$2,646.69
NJ	BELLEVILLE TOWNSHIP	$11,952.83
NJ	BERGENFIELD BOROUGH	$8,344.03
NJ	BERKELEY TOWNSHIP	$8,305.58
NJ	BERLIN BOROUGH	$461.43
NJ	BERNARDSVILLE BOROUGH	$2,414.13
NJ	BLOOMFIELD TOWNSHIP	$12,560.80
NJ	BLOOMINGDALE BOROUGH	$4,194.25
NJ	BORDENTOWN CITY	$2,688.56
NJ	BRIDGETON CITY	$3,784.86
NJ	BRIGANTINE CITY	$5,552.84
NJ	BURLINGTON TOWNSHIP	$13,960.01
NJ	BUTLER BOROUGH	$1,833.32
NJ	BRIDGEWATER TOWNSHIP	$13,643.89
NJ	CALDWELL BOROUGH	$1,845.69
NJ	CAPE MAY COUNTY	$17,995.42
NJ	CARLSTADT BOROUGH	$12,153.83
NJ	CARNEYS POINT TOWNSHIP	$4,888.85
NJ	CARTERET BOROUGH	$8,992.39
NJ	CEDAR GROVE TOWNSHIP	$4,146.84
NJ	CHATHAM BOROUGH	$2,027.95
NJ	CHERRY HILL TOWNSHIP	$9,959.91
NJ	CHESTERFIELD TOWNSHIP	$1,453.48
NJ	CINNAMINSON TOWNSHIP	$7,461.18
NJ	CLIFFSIDE PARK BOROUGH	$7,636.52
NJ	CLIFTON CITY	$15,705.57
NJ	CRANFORD TOWNSHIP	$7,186.82
NJ	DEAL BOROUGH	$2,307.11
NJ	DELANCO TOWNSHIP	$4,916.83
NJ	DELAWARE TOWNSHIP	$2,357.87
NJ	DELRAN TOWNSHIP	$3,415.81
NJ	DENVILLE TOWNSHIP	$4,429.64

State	Jurisdiction Name	Award Amount
NJ	DOVER TOWN	$2,229.68
NJ	DUMONT BOROUGH	$11,803.18
NJ	DEPTFORD TOWNSHIP	$8,359.10
NJ	EAST HANOVER TOWNSHIP	$5,503.83
NJ	EAST RUTHERFORD BOROUGH	$13,012.07
NJ	EASTAMPTON TOWNSHIP	$6,161.12
NJ	EDGEWATER BOROUGH	$4,809.86
NJ	EGG HARBOR CITY	$2,189.17
NJ	EGG HARBOR TOWNSHIP	$10,981.82
NJ	ENGLEWOOD CITY	$4,945.89
NJ	EVESHAM TOWNSHIP	$10,782.11
NJ	EAST WINDSOR TOWNSHIP	$10,260.30
NJ	FAIR LAWN BOROUGH	$24,870.22
NJ	FANWOOD BOROUGH	$1,730.33
NJ	FLORENCE TOWNSHIP	$843.01
NJ	FORT LEE BOROUGH	$16,160.67
NJ	FRANKLIN BOROUGH	$1,568.84
NJ	FRANKLIN LAKES BOROUGH	$2,284.04
NJ	FRANKLIN TOWNSHIP	$3,229.95
NJ	FREEHOLD BOROUGH	$3,709.33
NJ	FREEHOLD TOWNSHIP	$2,066.99
NJ	GALLOWAY TOWNSHIP	$15,660.07
NJ	GARFIELD CITY	$11,660.95
NJ	GARWOOD BOROUGH	$922.80
NJ	GLASSBORO BOROUGH	$3,564.20
NJ	GLOUCESTER CITY	$9,020.14
NJ	GLOUCESTER TOWNSHIP	$15,656.94
NJ	GREEN BROOK TOWNSHIP	$5,455.99
NJ	GUTTENBERG TOWN	$4,650.96
NJ	HACKENSACK CITY	$28,238.96
NJ	HACKETTSTOWN TOWN	$2,723.50
NJ	HADDON HEIGHTS BOROUGH	$1,723.24
NJ	HADDON TOWNSHIP	$2,958.67
NJ	HALEDON BOROUGH	$27,037.23
NJ	HARVEY CEDARS BOROUGH	$1,202.69
NJ	HASBROUCK HEIGHTS BOROUGH	$4,997.47
NJ	HAWTHORNE BOROUGH	$6,100.47
NJ	HILLSBOROUGH TOWNSHIP	$1,940.74
NJ	HILLSIDE TOWNSHIP	$8,992.39
NJ	HOBOKEN CITY	$16,660.99
NJ	HOLMDEL TOWNSHIP	$1,845.69
NJ	HOPATCONG BOROUGH	$12,977.96
NJ	HOPEWELL TOWNSHIP	$5,190.99
NJ	HOWELL TOWNSHIP	$7,105.89
NJ	IRVINGTON TOWNSHIP	$5,024.88
NJ	JACKSON TOWNSHIP	$20,905.25
NJ	JEFFERSON TOWNSHIP	$7,613.45
NJ	KEANSBURG BOROUGH	$9,400.07

State	Jurisdiction Name	Award Amount
NJ	KEARNY TOWN	$10,985.33
NJ	KENILWORTH BOROUGH	$3,021.27
NJ	KEYPORT BOROUGH	$4,796.71
NJ	LACEY TOWNSHIP	$4,016.58
NJ	LAWRENCE TOWNSHIP	$11,673.95
NJ	LINDENWOLD BOROUGH	$6,614.77
NJ	LITTLE FALLS TOWNSHIP	$777.59
NJ	LODI BOROUGH	$5,492.67
NJ	LOGAN TOWNSHIP	$6,514.94
NJ	LONG HILL TOWNSHIP	$2,184.56
NJ	MADISON BOROUGH	$6,921.32
NJ	MAGNOLIA BOROUGH	$1,661.12
NJ	MAHWAH TOWNSHIP	$6,644.46
NJ	MANALAPAN TOWNSHIP	$13,182.06
NJ	MANCHESTER TOWNSHIP	$7,922.42
NJ	MANTOLOKING BOROUGH	$1,620.15
NJ	MANTUA TOWNSHIP	$2,872.35
NJ	MANVILLE BOROUGH	$3,326.63
NJ	MAPLEWOOD TOWNSHIP	$7,198.17
NJ	MATAWAN BOROUGH	$2,338.49
NJ	MAYWOOD BOROUGH	$3,557.56
NJ	MEDFORD LAKES BOROUGH	$1,136.95
NJ	MEDFORD TOWNSHIP	$7,606.90
NJ	MENDHAM TOWNSHIP	$1,398.08
NJ	MERCHANTVILLE BOROUGH	$1,267.92
NJ	METUCHEN BOROUGH	$869.31
NJ	MIDDLE TOWNSHIP	$11,283.52
NJ	MIDDLETOWN TOWNSHIP	$27,811.46
NJ	MILLVILLE CITY	$5,970.79
NJ	MONTCLAIR TOWNSHIP	$11,764.91
NJ	MONTGOMERY TOWNSHIP	$15,531.71
NJ	MONTVILLE TOWNSHIP	$5,998.48
NJ	MOORESTOWN TOWNSHIP	$4,277.74
NJ	MORRIS PLAINS BOROUGH	$581.40
NJ	MORRIS TOWNSHIP	$1,614.98
NJ	MOUNT HOLLY TOWNSHIP	$1,651.67
NJ	MOUNT OLIVE TOWNSHIP	$7,958.59
NJ	MULLICA TOWNSHIP	$1,830.55
NJ	NEPTUNE CITY BOROUGH	$1,843.81
NJ	NEPTUNE TOWNSHIP	$14,592.78
NJ	NEW MILFORD BOROUGH	$6,594.52
NJ	NEW PROVIDENCE BOROUGH	$1,999.99
NJ	NEWTON TOWN	$1,845.69
NJ	NORTH ARLINGTON BOROUGH	$2,353.25
NJ	NORTH BERGEN TOWNSHIP	$13,087.98
NJ	NORTH CALDWELL BOROUGH	$2,883.88
NJ	NORTH HALEDON BOROUGH	$1,356.58
NJ	NORTH PLAINFIELD BOROUGH	$1,955.37

State	Jurisdiction Name	Award Amount
NJ	NORWOOD BOROUGH	$1,412.87
NJ	OAKLAND BOROUGH	$898.33
NJ	OAKLYN BOROUGH	$1,287.37
NJ	OCEAN CITY	$2,338.49
NJ	OCEAN TOWNSHIP	$1,247.89
NJ	OLD TAPPAN BOROUGH	$2,205.12
NJ	PALISADES PARK BOROUGH	$4,322.34
NJ	PARAMUS BOROUGH	$14,950.04
NJ	PARK RIDGE BOROUGH	$8,859.28
NJ	PARSIPPANY-TROY HILLS TOWNSHIP	$12,206.20
NJ	PASSAIC CITY	$14,413.31
NJ	PAULSBORO BOROUGH	$3,144.05
NJ	PEQUANNOCK TOWNSHIP	$6,279.02
NJ	PINE HILL BOROUGH	$4,231.71
NJ	PLAINFIELD CITY	$13,071.04
NJ	PLAINSBORO TOWNSHIP	$1,208.55
NJ	POINT PLEASANT BEACH BOROUGH	$2,307.11
NJ	POMPTON LAKES BOROUGH	$3,462.51
NJ	PROSPECT PARK BOROUGH	$5,603.50
NJ	RARITAN BOROUGH	$4,415.66
NJ	RARITAN TOWNSHIP	$4,614.21
NJ	RED BANK BOROUGH	$6,046.46
NJ	RIDGEWOOD VILLAGE	$12,056.93
NJ	RINGWOOD BOROUGH	$5,543.88
NJ	RIVER EDGE BOROUGH	$2,717.77
NJ	RIVER VALE TOWNSHIP	$2,561.67
NJ	RIVERDALE BOROUGH	$4,953.45
NJ	RIVERTON BOROUGH	$993.67
NJ	ROCHELLE PARK TOWNSHIP	$8,204.07
NJ	ROSELAND BOROUGH	$4,042.74
NJ	ROSELLE BOROUGH	$20,185.87
NJ	ROSELLE PARK BOROUGH	$9,020.14
NJ	ROXBURY TOWNSHIP	$5,957.51
NJ	RUNNEMEDE BOROUGH	$1,370.15
NJ	ROBBINSVILLE TOWNSHIP	$2,284.04
NJ	SADDLE BROOK TOWNSHIP	$3,691.37
NJ	SADDLE RIVER BOROUGH	$1,447.02
NJ	SALEM COUNTY	$14,316.51
NJ	SCOTCH PLAINS TOWNSHIP	$5,979.60
NJ	SOMERDALE BOROUGH	$528.97
NJ	SOUTH BRUNSWICK TOWNSHIP	$5,573.97
NJ	SOUTH ORANGE VILLAGE TOWNSHIP	$9,439.82
NJ	SOUTH RIVER BOROUGH	$8,553.09
NJ	SPARTA TOWNSHIP	$5,537.05
NJ	SPRING LAKE HTS BOROUGH	$3,333.77
NJ	STAFFORD TOWNSHIP	$2,930.21
NJ	STANHOPE BOROUGH	$1,384.27
NJ	SUMMIT CITY	$7,333.27

State	Jurisdiction Name	Award Amount
NJ	SPOTSWOOD BOROUGH	$3,300.04
NJ	TENAFLY BOROUGH	$2,495.69
NJ	TRENTON CITY	$40,356.79
NJ	UNION CITY	$7,751.87
NJ	UNION TOWNSHIP	$538.76
NJ	UPPER SADDLE RIVER BOROUGH	$1,367.24
NJ	VERNON TOWNSHIP	$5,669.89
NJ	VINELAND CITY	$37,490.80
NJ	VOORHEES TOWNSHIP	$8,236.37
NJ	WALL TOWNSHIP	$5,661.45
NJ	WALLINGTON BOROUGH	$5,283.53
NJ	WASHINGTON TOWNSHIP (LONG VALLEY)	$6,762.86
NJ	WASHINGTON TOWNSHIP (SEWELL)	$21,046.98
NJ	WATCHUNG BOROUGH	$3,885.17
NJ	WAYNE TOWNSHIP	$13,997.67
NJ	WEEHAWKEN TOWNSHIP	$6,876.53
NJ	WEST MILFORD TOWNSHIP	$16,611.15
NJ	WEST NEW YORK TOWN	$53,436.22
NJ	WEST PATERSON BOROUGH	$4,961.98
NJ	WESTAMPTON TOWNSHIP	$5,842.33
NJ	WESTFIELD TOWN	$6,462.57
NJ	WESTWOOD BOROUGH	$2,776.42
NJ	WHARTON BOROUGH	$2,288.19
NJ	WILDWOOD CITY	$9,553.72
NJ	WILDWOOD CREST BOROUGH	$3,488.35
NJ	WILLINGBORO TOWNSHIP	$7,099.98
NJ	WINSLOW TOWNSHIP	$21,787.93
NJ	WOODCLIFF LAKE BOROUGH	$1,653.59
NJ	WYCKOFF TOWNSHIP	$9,523.73
NJ	WINFIELD TOWNSHIP	$2,178.51
	Totals for NJ(215 Jurisdictions):	**$1,566,815.86**
NM	ALAMOGORDO CITY	$13,473.49
NM	ARTESIA CITY	$11,139.99
NM	AZTEC CITY	$2,768.53
NM	BLOOMFIELD CITY	$869.78
NM	CLOVIS CITY	$7,085.81
NM	CURRY COUNTY	$14,230.22
NM	FARMINGTON CITY	$26,762.41
NM	HOBBS CITY	$14,911.16
NM	LOGAN VILLAGE	$578.17
NM	LOS LUNAS VILLAGE	$11,535.52
NM	LOS ALAMOS COUNTY	$3,691.37
NM	OTERO COUNTY	$21,640.64
NM	RAMAH NAVAJO CHAPTER	$4,205.86
NM	RIO ARRIBA COUNTY	$3,622.16
NM	SANTA FE CITY	$38,110.13
NM	SOCORRO COUNTY	$3,229.95
NM	VALENCIA COUNTY	$10,309.67

State	Jurisdiction Name	Award Amount
	Totals for NM(17 Jurisdictions):	**$188,164.86**
NV	BOULDER CITY	$5,306.34
NV	DOUGLAS COUNTY	$42,035.44
NV	ELKO CITY	$6,459.90
NV	ELKO COUNTY	$12,735.22
NV	FALLON CITY	$3,088.66
NV	LINCOLN COUNTY	$5,195.14
NV	LYON COUNTY	$8,645.25
NV	MINERAL COUNTY	$5,888.73
NV	PYRAMID LAKE PAIUTE TRIBE	$6,091.23
NV	WINNEMUCCA CITY	$8,080.41
	Totals for NV(10 Jurisdictions):	**$103,526.32**
NY	ALBION VILLAGE	$1,873.24
NY	ALLEGANY COUNTY	$6,319.46
NY	ALLEGANY VILLAGE	$2,390.70
NY	AMITYVILLE VILLAGE	$2,030.26
NY	AMSTERDAM CITY	$5,306.55
NY	ARCADE VILLAGE	$1,832.77
NY	AUBURN CITY	$17,061.04
NY	AVON VILLAGE	$1,342.74
NY	BATAVIA CITY	$4,651.13
NY	BATH VILLAGE	$3,259.53
NY	BEACON CITY	$5,202.48
NY	BEDFORD TOWN	$4,986.47
NY	BETHEL TOWN	$3,229.95
NY	BETHLEHEM TOWN	$4,931.67
NY	BINGHAMTON CITY	$13,381.21
NY	BLASDELL VILLAGE	$5,583.20
NY	BRANT TOWN	$5,339.57
NY	BRIGHTON TOWN	$15,452.06
NY	CAIRO TOWN	$5,412.47
NY	CANAJOHARIE VILLAGE	$2,054.28
NY	CANANDAIGUA CITY	$1,363.50
NY	CANTON VILLAGE	$1,111.17
NY	CARMEL TOWN	$5,581.51
NY	CATTARAUGUS COUNTY	$13,559.35
NY	CAYUGA COUNTY	$16,783.08
NY	CHATHAM VILLAGE	$922.85
NY	CHENANGO COUNTY	$4,844.92
NY	CHESTER TOWN	$1,546.61
NY	CHITTENANGO VILLAGE	$2,357.13
NY	CICERO TOWN	$4,250.98
NY	CLARKSTOWN TOWN	$17,826.67
NY	COBLESKILL VILLAGE	$4,691.33
NY	COLONIE TOWN	$16,537.33
NY	COLUMBIA COUNTY	$13,749.88
NY	CORNING CITY	$2,570.52
NY	CORNWALL ON HUDSON VILLAGE	$1,157.73

State	Jurisdiction Name	Award Amount
NY	CORTLAND CITY	$5,555.29
NY	CORTLAND COUNTY	$5,194.40
NY	CROTON ON HUDSON VILLAGE	$4,217.02
NY	DELAWARE COUNTY	$3,253.02
NY	DELHI VILLAGE	$1,900.49
NY	DEPEW VILLAGE	$5,215.28
NY	DOLGEVILLE VILLAGE	$423.86
NY	DUNKIRK CITY	$3,524.52
NY	EAST FISHKILL TOWN	$2,325.01
NY	EAST GREENBUSH TOWN	$7,596.84
NY	EAST HAMPTON TOWN	$6,229.19
NY	ELMIRA HEIGHTS VILLAGE	$659.83
NY	ENDICOTT VILLAGE	$4,230.86
NY	ESSEX COUNTY	$3,134.90
NY	EVANS TOWN	$2,105.93
NY	FALLSBURG TOWN	$4,698.12
NY	FISHKILL TOWN	$6,357.85
NY	FORT PLAIN VILLAGE	$5,208.94
NY	FRANKFORT TOWN	$1,868.76
NY	FRANKLIN COUNTY	$2,768.53
NY	FREEPORT VILLAGE	$5,642.81
NY	FULTON CITY	$7,343.72
NY	GARDEN CITY VILLAGE	$4,992.53
NY	GATES TOWN	$4,119.87
NY	GEDDES TOWN	$1,275.30
NY	GENESEO VILLAGE	$922.85
NY	GLOVERSVILLE CITY	$4,112.79
NY	GOSHEN TOWN	$3,687.50
NY	GOSHEN VILLAGE	$1,430.41
NY	GREECE TOWN	$9,089.07
NY	GREENBURGH TOWN	$11,020.27
NY	GREENE COUNTY	$21,522.52
NY	GUILDERLAND TOWN	$15,428.70
NY	HAMBURG TOWN	$4,614.21
NY	HAMILTON VILLAGE	$5,354.65
NY	HARRIMAN VILLAGE	$899.78
NY	HARRISON TOWN	$6,307.63
NY	HASTINGS ON HUDSON VILLAGE	$1,275.30
NY	HAVERSTRAW TOWN	$11,604.17
NY	HEMPSTEAD VILLAGE	$9,648.31
NY	HERKIMER COUNTY	$2,659.89
NY	HIGHLANDS TOWN	$7,506.93
NY	HOMER VILLAGE	$2,125.49
NY	HOOSICK FALLS VILLAGE	$8,777.93
NY	HORNELL CITY	$3,019.82
NY	HUDSON FALLS VILLAGE	$2,307.11
NY	HYDE PARK TOWN	$1,875.01
NY	ILION VILLAGE	$2,214.82

State	Jurisdiction Name	Award Amount
NY	IRONDEQUOIT TOWN	$5,015.83
NY	IRVINGTON VILLAGE	$1,247.09
NY	JAMESTOWN CITY	$14,477.31
NY	JOHNSON CITY VILLAGE	$5,141.04
NY	JOHNSTOWN CITY	$6,802.79
NY	KENMORE VILLAGE	$6,450.67
NY	KENT TOWN	$6,142.81
NY	KINGSTON CITY	$24,212.14
NY	LACKAWANNA CITY	$5,811.97
NY	LAKE SUCCESS VILLAGE	$3,149.20
NY	LAKEWOOD VILLAGE	$2,827.86
NY	LANCASTER TOWN	$8,501.96
NY	LARCHMONT VILLAGE	$4,700.37
NY	LE ROY VILLAGE	$1,488.83
NY	LEWISBORO TOWN	$4,159.71
NY	LEWISTON VILLAGE	$13,381.21
NY	LIBERTY VILLAGE	$1,874.48
NY	LITTLE FALLS CITY	$3,838.22
NY	LOCKPORT CITY	$2,339.57
NY	LONG BEACH CITY	$2,288.12
NY	MACEDON TOWN	$779.81
NY	MADISON COUNTY	$11,295.59
NY	MAMARONECK TOWN	$6,690.61
NY	MAMARONECK VILLAGE	$20,861.36
NY	MANLIUS TOWN	$5,687.25
NY	MARLBOROUGH TOWN	$4,276.36
NY	MEDINA VILLAGE	$1,211.23
NY	MIDDLETOWN CITY	$6,748.28
NY	MILLBROOK VILLAGE	$3,420.76
NY	MONTGOMERY COUNTY	$2,312.32
NY	MOUNT HOPE TOWN	$1,810.40
NY	NEW CASTLE TOWN	$3,691.37
NY	NEW HARTFORD TOWN	$10,776.95
NY	NEW PALTZ	$2,543.36
NY	NEW ROCHELLE CITY	$28,354.31
NY	NEW WINDSOR TOWN	$3,619.77
NY	NEW YORK MILLS VILLAGE	$1,700.40
NY	NEWBURGH CITY	$4,383.50
NY	NIAGARA TOWN	$6,944.39
NY	NISKAYUNA TOWN	$2,759.81
NY	NORTH CASTLE TOWN	$3,668.30
NY	NORTH GREENBUSH TOWN	$2,768.53
NY	NORTH SALEM TOWN	$1,183.21
NY	NORTH SYRACUSE VILLAGE	$989.09
NY	NORTH TONAWANDA CITY	$6,332.80
NY	NORWICH CITY	$4,250.98
NY	OGDEN TOWN	$2,061.63
NY	OLD BROOKVILLE VILLAGE	$1,372.73

State	Jurisdiction Name	Award Amount
NY	OLD WESTBURY VILLAGE	$3,759.66
NY	ONEIDA CITY	$3,875.94
NY	ONEONTA CITY	$3,691.37
NY	ORANGETOWN TOWN	$10,535.72
NY	ORISKANY VILLAGE	$2,307.11
NY	ORLEANS COUNTY	$8,143.89
NY	PENN YAN VILLAGE	$3,623.87
NY	PERRY VILLAGE	$2,817.37
NY	PIERMONT VILLAGE	$2,307.11
NY	PLATTSBURGH CITY	$3,857.48
NY	PORT CHESTER VILLAGE	$11,329.89
NY	PORT JERVIS CITY	$4,069.74
NY	POUGHKEEPSIE CITY	$8,527.06
NY	POUGHKEEPSIE TOWN	$8,960.34
NY	QUOGUE VILLAGE	$1,873.37
NY	RHINEBECK VILLAGE	$850.20
NY	RIVERHEAD TOWN	$13,700.13
NY	ROCKVILLE CENTRE VILLAGE	$1,845.69
NY	ROME CITY	$9,954.70
NY	ROTTERDAM TOWN	$6,418.37
NY	RYE BROOK VILLAGE	$2,018.72
NY	RYE CITY	$7,869.20
NY	SARATOGA SPRINGS CITY	$2,989.51
NY	SAUGERTIES TOWN	$11,074.10
NY	SCHENECTADY CITY	$19,325.27
NY	SCHOHARIE COUNTY	$7,159.76
NY	SCOTIA VILLAGE	$6,921.32
NY	SENECA COUNTY	$3,460.66
NY	SHERRILL CITY	$1,715.11
NY	SOLVAY VILLAGE	$1,608.46
NY	SOMERS TOWN	$3,084.60
NY	SOUTH GLENS FALLS VILLAGE	$442.22
NY	SOUTHAMPTON TOWNSHIP	$12,906.87
NY	SOUTHOLD TOWN	$7,512.98
NY	SPRING VALLEY VILLAGE	$6,609.91
NY	SPRINGVILLE VILLAGE	$1,145.92
NY	ST JOHNSVILLE VILLAGE	$1,551.33
NY	STEUBEN COUNTY	$8,697.79
NY	STONY POINT TOWN	$4,614.21
NY	SUFFERN VILLAGE	$2,937.74
NY	SULLIVAN COUNTY	$5,075.63
NY	TARRYTOWN VILLAGE	$2,861.09
NY	TIOGA COUNTY	$3,217.84
NY	TONAWANDA CITY	$1,384.24
NY	TONAWANDA TOWN	$8,767.00
NY	TROY CITY	$18,550.23
NY	TUCKAHOE VILLAGE	$3,157.60
NY	TUXEDO PARK VILLAGE	$2,999.24

State	Jurisdiction Name	Award Amount
NY	TUXEDO TOWN	$904.39
NY	TOWN OF ROCHESTER	$3,368.38
NY	ULSTER TOWN	$5,848.79
NY	UTICA CITY	$19,783.42
NY	VERNON VILLAGE	$2,214.82
NY	VESTAL TOWN	$6,861.15
NY	WARREN COUNTY	$11,265.47
NY	WARWICK TOWN	$3,620.79
NY	WASHINGTON COUNTY	$35,760.12
NY	WASHINGTONVILLE VILLAGE	$3,491.58
NY	WATERLOO VILLAGE	$875.74
NY	WATERTOWN CITY	$9,948.24
NY	WATKINS GLEN VILLAGE	$1,811.89
NY	WAYNE COUNTY	$20,271.14
NY	WELLSVILLE VILLAGE	$1,128.72
NY	WESTFIELD VILLAGE	$3,916.66
NY	WESTHAMPTON BEACH VILLAGE	$3,691.37
NY	WHITE PLAINS CITY	$48,506.87
NY	WHITESTOWN TOWN	$2,073.35
NY	WOODBURY TOWN	$1,973.21
NY	WOODSTOCK TOWN	$2,307.11
NY	WYOMING COUNTY	$6,921.32
NY	YATES COUNTY	$9,833.80
NY	YORKVILLE VILLAGE	$7,689.47
	Totals for NY(204 Jurisdictions):	**$1,220,265.01**
OH	ATHENS CITY	$8,074.87
OH	AUSTINTOWN TOWNSHIP	$10,357.77
OH	BEACHWOOD CITY	$4,189.89
OH	BEAVERCREEK CITY	$8,099.00
OH	BEDFORD CITY	$5,099.81
OH	BELLEFONTAINE CITY	$3,077.36
OH	BEXLEY CITY	$4,000.86
OH	BLUE ASH CITY	$1,021.91
OH	BRATENAHL VILLAGE	$2,399.39
OH	BRECKSVILLE CITY	$7,585.90
OH	CANFIELD CITY	$3,649.61
OH	CANTON CITY	$15,886.21
OH	CENTERVILLE CITY	$6,370.43
OH	CHAGRIN FALLS VILLAGE	$3,851.02
OH	CHILLICOTHE CITY	$5,317.85
OH	CLEAR CREEK TOWNSHIP	$3,555.25
OH	COLERAIN TOWNSHIP	$10,501.94
OH	CUYAHOGA METROPOLITAN HOUSING AUTHORITY	$7,856.04
OH	DEER PARK CITY	$1,951.81
OH	DEFIANCE CITY	$4,770.14
OH	DELAWARE CITY	$10,416.58
OH	DELHI TOWNSHIP	$1,845.69
OH	DOYLESTOWN VILLAGE	$2,399.39

State	Jurisdiction Name	Award Amount
OH	EUCLID CITY	$21,375.23
OH	FAIRFIELD CITY	$9,228.42
OH	FOREST PARK CITY	$5,533.51
OH	FOREST VILLAGE	$2,903.73
OH	GALLIA COUNTY	$2,307.11
OH	GATES MILLS VILLAGE	$3,142.28
OH	GERMANTOWN VILLAGE	$9,228.42
OH	GREEN TOWNSHIP	$6,909.32
OH	GROVEPORT VILLAGE	$2,667.02
OH	HAMILTON CITY	$17,303.28
OH	HANCOCK COUNTY	$9,856.78
OH	HIGHLAND HEIGHTS CITY	$8,544.83
OH	HILLIARD CITY	$6,506.04
OH	HOLLAND VILLAGE	$2,537.82
OH	HUBER HEIGHTS CITY	$11,960.03
OH	HURON COUNTY	$3,816.88
OH	LAKEWOOD CITY	$33,528.87
OH	LIMA CITY	$6,668.11
OH	LOGAN COUNTY	$11,379.10
OH	LYNDHURST CITY	$3,687.68
OH	MANSFIELD CITY	$21,225.36
OH	MAPLE HEIGHTS CITY	$6,080.38
OH	MARIEMONT VILLAGE	$1,631.13
OH	MARYSVILLE CITY	$1,907.98
OH	MAYFIELD VILLAGE	$3,054.61
OH	MEDINA CITY	$2,460.74
OH	MENTOR CITY	$16,484.36
OH	MIAMI TOWNSHIP	$4,472.56
OH	MIAMISBURG CITY	$10,374.96
OH	MIDDLETOWN CITY	$32,197.19
OH	MILFORD CITY	$1,655.10
OH	MILTON TOWNSHIP	$3,602.70
OH	MORELAND HILLS VILLAGE	$5,537.05
OH	NEWARK CITY	$3,229.95
OH	NEWTOWN VILLAGE	$2,279.42
OH	NILES CITY	$16,759.55
OH	NORTH OLMSTED CITY	$7,084.66
OH	NORTHFIELD VILLAGE	$3,269.61
OH	NORTON CITY	$5,252.38
OH	NORWOOD CITY	$6,293.78
OH	OAKWOOD CITY	$5,199.89
OH	OAKWOOD VILLAGE	$3,691.37
OH	OTTAWA COUNTY	$6,694.30
OH	OXFORD CITY	$7,844.16
OH	OLMSTED TOWNSHIP	$4,614.21
OH	PARMA HEIGHTS CITY	$6,533.72
OH	PERRYSBURG CITY	$3,960.18
OH	PICKAWAY COUNTY	$12,136.87

State	Jurisdiction Name	Award Amount
OH	PIERCE TOWNSHIP	$4,614.21
OH	PIQUA CITY	$4,925.90
OH	PERRY TOWNSHIP	$5,056.60
OH	RAVENNA CITY	$2,768.50
OH	REYNOLDSBURG CITY	$4,614.21
OH	RICHFIELD VILLAGE	$8,895.97
OH	RICHMOND HEIGHTS CITY	$8,920.84
OH	SANDUSKY CITY	$9,151.02
OH	SANDUSKY COUNTY	$5,537.05
OH	SHAKER HEIGHTS CITY	$5,537.05
OH	SOUTH EUCLID CITY	$4,150.49
OH	SPRINGFIELD CITY	$18,603.50
OH	ST MARYS CITY	$1,839.69
OH	STOW CITY	$6,018.22
OH	STREETSBORO CITY	$2,625.86
OH	STRONGSVILLE CITY	$7,555.77
OH	SUGARCREEK TOWNSHIP	$1,495.37
OH	SYLVANIA CITY	$7,093.10
OH	SYLVANIA TOWNSHIP	$4,429.33
OH	TRENTON CITY	$852.01
OH	TROTWOOD CITY	$8,570.62
OH	TUSCARAWAS COUNTY	$4,060.51
OH	TWINSBURG CITY	$1,807.33
OH	UNION COUNTY	$10,229.15
OH	UNION TOWNSHIP	$1,772.90
OH	UNIVERSITY HEIGHTS CITY	$4,867.18
OH	UPPER ARLINGTON CITY	$4,547.31
OH	VALLEY VIEW VILLAGE	$2,635.83
OH	VERMILION CITY	$5,702.89
OH	WADSWORTH CITY	$4,877.09
OH	WASHINGTON COUNTY	$4,946.44
OH	WEST MILTON VILLAGE	$1,290.17
OH	WESTLAKE CITY	$5,537.05
OH	WORTHINGTON CITY	$5,767.53
OH	XENIA CITY	$2,673.02
OH	YOUNGSTOWN CITY	$18,456.84
	Totals for OH(107 Jurisdictions):	**$719,317.90**
OK	ADA CITY	$2,510.13
OK	ARDMORE CITY	$4,152.79
OK	ATOKA CITY	$8,191.15
OK	BARTLESVILLE CITY	$2,800.83
OK	BIXBY CITY	$7,678.05
OK	CHECOTAH CITY	$6,459.90
OK	CHICKASHA CITY	$3,691.37
OK	CHOCTAW CITY	$550.94
OK	CLAREMORE CITY	$8,074.87
OK	COLLINSVILLE CITY	$1,759.94
OK	EL RENO CITY	$6,028.47

State	Jurisdiction Name	Award Amount
OK	GLENPOOL CITY	$5,197.45
OK	GUTHRIE CITY	$4,270.45
OK	KELLYVILLE TOWN	$4,614.21
OK	KINGFISHER COUNTY	$12,361.80
OK	MEDFORD CITY	$1,100.05
OK	MOORE CITY	$13,898.00
OK	NEWCASTLE CITY	$11,828.07
OK	NOBLE CITY	$2,144.87
OK	OWASSO CITY	$7,198.17
OK	PAYNE COUNTY	$6,805.13
OK	PIEDMONT CITY	$4,495.20
OK	PONCA CITY	$3,304.63
OK	PRYOR CREEK CITY	$11,074.10
OK	ROGERS COUNTY	$11,535.52
OK	SHAWNEE CITY	$8,651.64
OK	STROUD CITY	$678.02
OK	TOWN OF COLCORD	$979.26
OK	WOODWARD CITY	$3,884.25
	Totals for OK(29 Jurisdictions):	**$165,919.26**
OR	ALBANY CITY	$11,138.01
OR	ASHLAND CITY	$7,373.51
OR	ASTORIA CITY	$2,769.14
OR	BAKER CITY	$5,348.79
OR	BEAVERTON CITY	$18,769.22
OR	BENTON COUNTY	$14,565.03
OR	BLACK BUTTE	$899.90
OR	BOARDMAN CITY	$2,767.42
OR	BROOKINGS CITY	$3,994.99
OR	CANBY CITY	$3,427.07
OR	CANNON BEACH CITY	$1,760.72
OR	CENTRAL POINT CITY	$6,229.19
OR	CLATSOP COUNTY	$19,398.14
OR	COLUMBIA COUNTY	$8,748.54
OR	COOS BAY CITY	$3,114.60
OR	COQUILLE CITY	$626.79
OR	CORVALLIS CITY	$12,458.37
OR	COTTAGE GROVE CITY	$3,620.31
OR	EAGLE POINT CITY	$2,630.10
OR	GLADSTONE CITY	$2,380.94
OR	HERMISTON CITY	$4,156.11
OR	HOOD RIVER CITY	$2,718.70
OR	INDEPENDENCE CITY	$1,522.69
OR	JOSEPHINE COUNTY	$11,194.07
OR	JUNCTION CITY	$3,103.06
OR	KLAMATH COUNTY	$4,659.43
OR	KLAMATH FALLS CITY	$2,315.67
OR	LA GRANDE CITY	$4,991.66
OR	LAKE OSWEGO CITY	$4,983.35

State	Jurisdiction Name	Award Amount
OR	LANE COMMUNITY COLLEGE DISTRICT	$2,212.52
OR	LEBANON CITY	$2,227.61
OR	LINCOLN CITY	$2,619.03
OR	LINCOLN COUNTY	$26,699.69
OR	MCMINNVILLE CITY	$10,375.31
OR	MOLALLA CITY	$3,931.31
OR	MYRTLE POINT CITY	$5,537.01
OR	OREGON CITY	$4,381.20
OR	POLK COUNTY	$5,329.42
OR	REDMOND CITY	$4,291.22
OR	REEDSPORT CITY	$680.13
OR	ROSEBURG CITY	$5,606.27
OR	SPRINGFIELD CITY	$15,374.55
OR	ST HELENS CITY	$2,383.24
OR	TILLAMOOK COUNTY	$5,517.91
OR	TOLEDO CITY	$2,506.90
OR	TUALATIN CITY	$4,903.75
OR	WASCO COUNTY	$12,416.84
OR	WINSTON CITY	$2,896.23
OR	WOODBURN CITY	$7,475.02
	Totals for OR(49 Jurisdictions):	**$299,030.68**
PA	ABINGTON TOWNSHIP	$16,874.16
PA	ALTOONA CITY	$13,201.25
PA	AMITY TOWNSHIP	$1,047.43
PA	ARMSTRONG COUNTY	$4,090.02
PA	AVALON BOROUGH	$2,078.71
PA	BALDWIN TOWNSHIP	$1,359.81
PA	BEAVER BOROUGH	$2,768.53
PA	BELL ACRES BOROUGH	$2,009.03
PA	BENSALEM TOWNSHIP	$16,976.41
PA	BETHEL PARK MUNICIPALITY	$5,924.18
PA	BETHLEHEM CITY	$7,382.74
PA	BIRMINGHAM TOWNSHIP	$2,703.81
PA	BLOOMSBURG TOWN	$3,460.66
PA	BONNEAUVILLE BOROUGH	$461.43
PA	BRECKNOCK TOWNSHIP	$748.43
PA	BRISTOL TOWNSHIP	$13,704.10
PA	BROOKHAVEN BOROUGH	$3,052.30
PA	BROOKVILLE BOROUGH	$812.85
PA	BUCKINGHAM TOWNSHIP	$1,135.09
PA	BUFFALO TOWNSHIP	$2,307.11
PA	BUSHKILL TOWNSHIP	$2,842.36
PA	BUTLER CITY	$3,252.10
PA	BUTLER TOWNSHIP	$3,831.64
PA	CAERNARVON TOWNSHIP	$1,571.39
PA	CALN TOWNSHIP	$1,897.21
PA	CARLISLE BOROUGH	$8,053.53
PA	CARNEGIE BOROUGH	$2,962.33

State	Jurisdiction Name	Award Amount
PA	CARROLL TOWNSHIP	$1,276.99
PA	CARROLL VALLEY BOROUGH	$3,691.37
PA	CENTRAL BUCKS REGIONAL POLICE DEPT	$4,092.81
PA	CHAMBERSBURG BOROUGH	$1,005.13
PA	CHIPPEWA TOWNSHIP	$2,556.28
PA	CLARION BOROUGH	$498.34
PA	CLARKS SUMMIT BOROUGH	$356.31
PA	CLAY TOWNSHIP	$3,270.53
PA	CLEARFIELD COUNTY	$10,252.77
PA	CLEONA BOROUGH	$2,307.11
PA	COLLEGEVILLE BOROUGH	$2,138.69
PA	CONEMAUGH TOWNSHIP	$3,229.95
PA	CONEWAGO TOWNSHIP	$1,051.11
PA	CONSHOHOCKEN BOROUGH	$3,756.50
PA	CORAOPOLIS BOROUGH	$5,537.05
PA	CRANBERRY TOWNSHIP	$1,453.48
PA	CRAWFORD COUNTY	$4,391.88
PA	CRESCENT TOWNSHIP	$2,296.50
PA	CUMBERLAND TOWNSHIP	$1,825.85
PA	CUMRU TOWNSHIP	$7,382.74
PA	COLONIAL REGIONAL POLICE DEPARTMENT	$6,910.24
PA	DALLAS BOROUGH	$2,768.53
PA	DANVILLE BOROUGH	$2,318.64
PA	DERRY TOWNSHIP	$7,713.17
PA	DOVER TOWNSHIP	$6,384.92
PA	DOWNINGTOWN BOROUGH	$4,775.71
PA	DOYLESTOWN TOWNSHIP	$2,937.08
PA	DUBLIN BOROUGH	$1,881.22
PA	EAST BRANDYWINE TOWNSHIP POLICE	$2,443.69
PA	EAST COCALICO TOWNSHIP	$3,385.66
PA	EAST FRANKLIN TOWNSHIP	$922.85
PA	EAST HEMPFIELD TOWNSHIP	$4,948.74
PA	EAST MARLBOROUGH TOWNSHIP	$2,351.87
PA	EAST NORRITON TOWNSHIP	$3,348.13
PA	EAST PIKELAND TOWNSHIP	$2,684.51
PA	EAST VINCENT TOWNSHIP	$3,149.20
PA	EAST WHITELAND TOWNSHIP	$4,901.42
PA	EDINBORO BOROUGH	$693.52
PA	ELK COUNTY	$2,467.21
PA	EMMAUS BOROUGH	$2,980.78
PA	EPHRATA BOROUGH	$6,912.09
PA	ERIE CITY	$34,848.81
PA	EAST FALLOWFIELD TOWNSHIP	$1,721.90
PA	FAIRVIEW TOWNSHIP	$4,057.09
PA	FARRELL CITY	$1,661.12
PA	FERGUSON TOWNSHIP	$4,498.86
PA	FINDLAY TOWNSHIP	$6,592.34
PA	FOREST HILLS BOROUGH	$5,075.63

State	Jurisdiction Name	Award Amount
PA	FOX CHAPEL BOROUGH	$5,998.46
PA	FRANKLIN CITY	$2,307.11
PA	FREEDOM TOWNSHIP	$477.57
PA	GETTYSBURG BOROUGH	$1,176.62
PA	GRANVILLE TOWNSHIP	$1,359.81
PA	GROVE CITY BOROUGH	$2,048.33
PA	HAMPDEN TOWNSHIP	$2,387.86
PA	HAMPTON TOWNSHIP	$2,284.04
PA	HANOVER BOROUGH	$5,297.85
PA	HARRISBURG CITY	$15,460.82
PA	HARRISON TOWNSHIP	$4,460.69
PA	HARRISVILLE BOROUGH	$461.43
PA	HATBORO BOROUGH	$3,875.94
PA	HATFIELD TOWNSHIP	$3,303.76
PA	HAVERFORD TOWNSHIP	$12,344.86
PA	HAZLETON AREA SCHOOL DISTRICT	$3,666.31
PA	HELLERTOWN BOROUGH	$3,484.78
PA	HEMLOCK TOWNSHIP	$1,736.70
PA	HERMITAGE CITY	$7,092.04
PA	HILLTOWN TOWNSHIP	$2,296.83
PA	HOPEWELL TOWNSHIP	$922.85
PA	HULMEVILLE BOROUGH	$638.56
PA	HUNTINGDON BOROUGH	$4,808.85
PA	HARRISBURG INTERNATIONAL AIRPORT	$2,031.62
PA	INDIANA COUNTY	$3,840.96
PA	JEFFERSON BOROUGH	$6,488.04
PA	JOHNSTOWN CITY	$16,535.02
PA	JUNIATA COUNTY	$3,334.35
PA	KENNETT SQUARE BOROUGH	$2,168.68
PA	KITTANNING BOROUGH	$5,209.45
PA	LAKE CITY BOROUGH	$1,106.49
PA	LANCASTER CITY	$11,205.15
PA	LANSDALE BOROUGH	$559.38
PA	LATROBE BOROUGH	$2,307.11
PA	LEBANON CITY	$5,509.37
PA	LEECHBURG BOROUGH	$1,107.41
PA	LEET TOWNSHIP	$609.08
PA	LEWISTOWN BOROUGH	$2,180.68
PA	LINCOLN BOROUGH	$922.85
PA	LITITZ BOROUGH	$899.78
PA	LOCK HAVEN CITY	$654.76
PA	LOCUST TOWNSHIP	$2,499.95
PA	LOGAN TOWNSHIP	$4,036.45
PA	LOWER ALLEN TOWNSHIP	$9,774.05
PA	LOWER BURRELL CITY	$7,844.16
PA	LOWER HEIDELBERG TOWNSHIP	$960.93
PA	LOWER MAKEFIELD TOWNSHIP	$11,350.84
PA	LOWER MERION TOWNSHIP	$20,224.41

State	Jurisdiction Name	Award Amount
PA	LOWER MORELAND TOWNSHIP	$4,003.29
PA	LOWER PAXTON TOWNSHIP	$7,320.72
PA	LOWER POTTSGROVE TOWNSHIP	$5,206.35
PA	LOWER PROVIDENCE TOWNSHIP	$5,998.48
PA	LOWER SALFORD TOWNSHIP	$1,401.64
PA	LOWER SOUTHAMPTON TOWNSHIP	$14,021.20
PA	LYCOMING REGIONAL POLICE DEPARTMENT	$1,268.91
PA	MAHONING TOWNSHIP	$1,245.83
PA	MALVERN BOROUGH	$1,013.29
PA	MANHEIM TOWNSHIP	$11,904.66
PA	MANOR TOWNSHIP	$1,302.13
PA	MARCUS HOOK BOROUGH	$1,845.69
PA	MARLBOROUGH TOWNSHIP	$460.04
PA	MARPLE TOWNSHIP	$3,013.32
PA	MARS BOROUGH	$3,691.37
PA	MCCANDLESS TOWN	$2,641.18
PA	MCKEES ROCKS BOROUGH	$1,880.76
PA	MECHANICSBURG BOROUGH	$3,249.86
PA	MIDDLEBURG BOROUGH	$922.85
PA	MIFFLIN COUNTY REGIONAL DISTRICT	$7,792.94
PA	MIFFLINBURG BOROUGH	$1,704.95
PA	MILFORD BOROUGH	$2,032.10
PA	MILLCREEK TOWNSHIP	$12,700.61
PA	MILLERSVILLE BOROUGH	$2,768.53
PA	MILTON BOROUGH	$3,355.64
PA	MOON TOWNSHIP	$860.11
PA	MOORE TOWNSHIP	$3,691.37
PA	MOOSIC BOROUGH	$6,694.10
PA	MORRISVILLE BOROUGH	$3,064.73
PA	MOUNT OLIVER BOROUGH	$604.47
PA	MOUNT UNION BOROUGH	$1,458.09
PA	MUHLENBERG TOWNSHIP	$4,149.08
PA	MOUNT CARMEL BOROUGH	$2,011.80
PA	NANTY GLO BOROUGH	$823.86
PA	NESHANNOCK TOWNSHIP	$921.92
PA	NEW BERLIN BOROUGH	$622.92
PA	NEW BRITAIN TOWNSHIP	$2,372.39
PA	NEW HOPE BOROUGH	$2,404.61
PA	NEW WILMINGTON BOROUGH	$1,384.25
PA	NEWBERRY TOWNSHIP	$7,941.06
PA	NEWTOWN TOWNSHIP	$6,796.42
PA	NORRISTOWN BOROUGH	$5,469.41
PA	NORTH ALLEGHENY SCHOOL DISTRICT	$6,459.88
PA	NORTH COVENTRY TOWNSHIP	$1,269.12
PA	NORTH MIDDLETON TOWNSHIP	$738.28
PA	NORTHAMPTON TOWNSHIP	$14,105.89
PA	NORTHERN CAMBRIA BOROUGH	$461.43
PA	NORTHUMBERLAND COUNTY	$4,429.64

State	Jurisdiction Name	Award Amount
PA	NEW TOWN BOROUGH	$2,768.53
PA	NORTH STRABANE TOWNSHIP	$6,921.13
PA	NORTHWEST REGIONAL POLICE	$1,845.69
PA	O HARA TOWNSHIP	$3,229.95
PA	OIL CITY	$5,847.67
PA	PARKESBURG BOROUGH	$1,972.59
PA	PARKS TOWNSHIP	$1,584.52
PA	PARKSIDE BOROUGH	$2,364.03
PA	PATTON TOWNSHIP	$1,002.20
PA	PENBROOK BOROUGH	$1,661.12
PA	PENN TOWNSHIP	$3,236.87
PA	PENNDEL BOROUGH	$2,567.78
PA	PERRYOPOLIS BOROUGH	$3,229.95
PA	PETERS TOWNSHIP	$2,574.73
PA	PHOENIXVILLE BOROUGH	$5,075.63
PA	PINE TOWNSHIP	$19,368.60
PA	PLUMSTEAD TOWNSHIP	$3,095.17
PA	PLYMOUTH TOWNSHIP	$9,046.37
PA	PORT ALLEGANY BOROUGH	$1,725.72
PA	PUNXSUTAWNEY BOROUGH	$3,488.35
PA	POCONO MOUNTAIN REGIONAL POLICE COMMISSION	$7,567.05
PA	QUAKERTOWN BOROUGH	$2,416.93
PA	RADNOR TOWNSHIP	$478.04
PA	READING CITY	$36,552.84
PA	RIDLEY TOWNSHIP	$6,914.40
PA	ROBINSON TOWNSHIP	$7,044.52
PA	ROCHESTER BOROUGH	$2,768.53
PA	ROCKLEDGE BOROUGH	$842.56
PA	ROSS TOWNSHIP	$10,409.66
PA	ROSTRAVER TOWNSHIP	$4,637.38
PA	RICHLAND TOWNSHIP	$1,845.69
PA	SALEM TOWNSHIP	$1,776.12
PA	SCHUYLKILL TOWNSHIP BOARD OF SUPERVISORS	$3,225.41
PA	SCOTT TOWNSHIP	$7,345.82
PA	SCRANTON CITY	$3,137.67
PA	SEWICKLEY HGTS BOROUGH	$1,361.20
PA	SILVER SPRING TOWNSHIP	$3,322.23
PA	SLATINGTON BOROUGH	$1,208.93
PA	SOLEBURY TOWNSHIP	$466.87
PA	SOUTH ANNVILLE TOWNSHIP	$922.85
PA	SOUTH BEAVER TOWNSHIP	$2,519.95
PA	SOUTH HEIDELBERG TOWNSHIP	$3,684.57
PA	SOUTH PARK TOWNSHIP	$727.20
PA	SOUTH STRABANE TOWNSHIP	$2,560.89
PA	SOUTH WEST GREENSBURG BOROUGH	$1,889.97
PA	SOUTH WHITEHALL TOWNSHIP	$6,394.65
PA	SPRING TOWNSHIP	$7,739.42
PA	SPRINGDALE TOWNSHIP	$1,502.39

State	Jurisdiction Name	Award Amount
PA	SPRINGETTSBURY TOWNSHIP	$4,628.52
PA	SPRINGFIELD TOWNSHIP (SPRINGFIELD)	$2,602.42
PA	SPRINGFIELD TOWNSHIP (WYNDMOOR)	$3,691.37
PA	STONYCREEK TOWNSHIP	$3,229.95
PA	SUGARLOAF TOWNSHIP	$553.71
PA	SUSQUEHANNA TOWNSHIP	$6,527.21
PA	SWATARA TOWNSHIP	$7,648.05
PA	TAMAQUA BOROUGH	$4,290.34
PA	TINICUM TOWNSHIP	$523.75
PA	TITUSVILLE CITY	$3,213.80
PA	TOWAMENCIN TOWNSHIP	$6,216.60
PA	TOWANDA BOROUGH	$1,351.23
PA	TREDYFFRIN TOWNSHIP	$12,947.47
PA	UNION CITY BOROUGH	$461.43
PA	UNION TOWNSHIP	$593.39
PA	UPPER DARBY TOWNSHIP	$14,349.13
PA	UPPER DUBLIN TOWNSHIP	$9,468.36
PA	UPPER GWYNEDD TOWNSHIP	$4,713.42
PA	UPPER MACUNGIE TOWNSHIP	$10,921.84
PA	UPPER MERION TOWNSHIP	$9,911.62
PA	UPPER MORELAND TOWNSHIP	$6,464.51
PA	UPPER POTTSGROVE TOWNSHIP	$1,887.68
PA	UPPER SOUTHAMPTON TOWNSHIP	$2,683.17
PA	UPPER ST CLAIR TOWNSHIP	$1,951.81
PA	UPPER PERK POLICE DISTRICT	$1,549.44
PA	VALLEY TOWNSHIP	$1,913.22
PA	WARMINSTER TOWNSHIP	$6,247.57
PA	WARRINGTON TOWNSHIP	$4,466.29
PA	WASHINGTON TOWNSHIP	$1,498.70
PA	WAYNE COUNTY	$5,246.37
PA	WAYNESBORO BOROUGH	$9,117.68
PA	WEATHERLY BOROUGH	$276.86
PA	WEST BRANDYWINE TOWNSHIP	$1,661.12
PA	WEST CALN TOWNSHIP	$903.28
PA	WEST CHESTER BOROUGH	$6,284.89
PA	WEST EARL TOWNSHIP	$1,808.77
PA	WEST HAZLETON BOROUGH	$1,730.33
PA	WEST LAMPETER TOWNSHIP	$1,109.35
PA	WEST MANCHESTER TOWNSHIP	$4,587.99
PA	WEST MANHEIM TOWNSHIP	$3,025.06
PA	WEST POTTSGROVE TOWNSHIP	$1,375.89
PA	WEST READING BOROUGH	$6,518.96
PA	WEST SADSBURY TOWNSHIP	$2,768.53
PA	WEST SHORE REGIONAL POLICE DEPARTMENT	$2,934.24
PA	WEST VINCENT TOWNSHIP	$1,201.31
PA	WEST WHITELAND TOWNSHIP	$4,152.79
PA	WHITPAIN TOWNSHIP	$4,722.15
PA	WILKES BARRE CITY	$15,999.31

State	Jurisdiction Name	Award Amount
PA	WILKES BARRE TOWNSHIP	$3,277.30
PA	WILLIAMSPORT CITY	$5,602.11
PA	WYOMISSING BOROUGH	$2,076.40
PA	YEADON BOROUGH	$1,532.37
PA	YORK CITY	$13,089.59
	Totals for PA(272 Jurisdictions):	**$1,168,328.13**
PR	MANATI TOWN	$26,277.92
	Totals for PR(1 Jurisdictions):	**$26,277.92**
RI	BRISTOL TOWN	$3,303.78
RI	CENTRAL FALLS CITY	$2,956.79
RI	CRANSTON CITY	$11,512.45
RI	CUMBERLAND TOWN	$7,093.87
RI	EAST GREENWICH TOWN	$11,150.24
RI	EAST PROVIDENCE CITY	$8,236.37
RI	GLOCESTER TOWN	$3,264.56
RI	JAMESTOWN TOWN	$3,241.95
RI	LINCOLN TOWN	$18,012.60
RI	LITTLE COMPTON TOWN	$482.72
RI	MIDDLETOWN TOWN	$8,549.21
RI	NARRAGANSETT TOWN	$3,783.66
RI	NEWPORT CITY	$13,842.63
RI	NORTH KINGSTOWN TOWN	$9,318.67
RI	NORTH PROVIDENCE TOWN	$16,283.64
RI	PAWTUCKET CITY	$18,456.84
RI	PORTSMOUTH TOWN	$5,185.91
RI	SOUTH KINGSTOWN TOWN	$7,779.56
RI	SMITHFIELD	$8,977.15
RI	TIVERTON TOWN	$12,885.87
RI	WARREN TOWN	$12,458.37
RI	WARWICK CITY	$24,954.92
RI	WEST GREENWICH TOWN	$2,814.67
RI	WEST WARWICK TOWN	$12,072.16
RI	WESTERLY TOWN	$8,720.86
RI	WOONSOCKET CITY	$12,901.33
	Totals for RI(26 Jurisdictions):	**$248,240.78**
SC	AIKEN CITY	$12,813.66
SC	BATESBURG-LEESVILLE TOWN	$5,287.45
SC	BEAUFORT CITY	$13,587.82
SC	CHESTER COUNTY	$5,238.16
SC	CHESTERFIELD COUNTY	$19,072.28
SC	CLEMSON CITY	$3,356.38
SC	EDGEFIELD COUNTY	$7,290.45
SC	GEORGETOWN CITY	$2,220.44
SC	GOOSE CREEK CITY	$18,095.50
SC	GREENVILLE CITY	$27,605.15
SC	GREENWOOD CITY	$6,018.71
SC	GREER CITY	$10,178.29
SC	LANCASTER CITY	$9,146.14

State	Jurisdiction Name	Award Amount
SC	LAURENS COUNTY	$29,139.43
SC	LEE COUNTY	$11,074.10
SC	MONCKS CORNER TOWN	$4,380.29
SC	MOUNT PLEASANT TOWN	$12,515.22
SC	MYRTLE BEACH CITY	$108,771.71
SC	NEWBERRY COUNTY	$6,373.15
SC	OCONEE COUNTY	$19,075.14
SC	ROCK HILL CITY	$33,683.58
SC	SUMMERVILLE TOWN	$12,418.06
SC	SUMTER CITY	$9,357.51
SC	SURF SIDE BEACH	$2,302.49
SC	TEGA CAY CITY	$2,705.96
SC	WEST COLUMBIA CITY	$5,166.49
	Totals for SC(26 Jurisdictions):	**$396,873.56**
SD	ABERDEEN CITY	$20,763.91
SD	BENNETT COUNTY	$2,549.95
SD	BROOKINGS CITY	$4,534.85
SD	CANTON CITY	$2,391.48
SD	CHARLES MIX COUNTY	$572.17
SD	CLAY COUNTY	$1,428.79
SD	DAVISON COUNTY	$1,815.70
SD	HOT SPRINGS CITY	$942.64
SD	HURON CITY	$3,806.73
SD	LINCOLN COUNTY	$5,980.02
SD	MINER COUNTY	$1,378.96
SD	RAPID CITY	$12,749.75
SD	ROBERTS COUNTY	$1,218.16
SD	SISSETON CITY	$1,901.04
SD	UNION COUNTY	$3,946.88
SD	VERMILLION CITY	$3,196.29
SD	WATERTOWN CITY	$8,014.88
SD	YANKTON CITY	$3,488.35
SD	YANKTON COUNTY	$8,297.78
	Totals for SD(19 Jurisdictions):	**$88,978.33**
TN	ALCOA CITY	$5,864.66
TN	ANDERSON COUNTY	$7,498.09
TN	BOLIVAR CITY	$1,841.43
TN	BRISTOL CITY	$35,067.99
TN	BROWNSVILLE CITY	$4,572.69
TN	BARTLETT	$10,498.25
TN	CLEVELAND CITY	$18,249.20
TN	COCKE COUNTY	$3,225.34
TN	COLLIERVILLE TOWN	$6,344.54
TN	COLUMBIA CITY	$11,800.84
TN	COVINGTON CITY	$3,085.64
TN	CROSSVILLE CITY	$2,282.88
TN	DAYTON CITY	$5,873.89
TN	DICKSON CITY	$6,817.50

State	Jurisdiction Name	Award Amount
TN	DICKSON COUNTY	$3,691.37
TN	DRESDEN TOWN	$4,609.60
TN	DYERSBURG CITY	$4,839.39
TN	EAST RIDGE CITY	$9,745.21
TN	ELIZABETHTON CITY	$6,503.73
TN	FAIRVIEW CITY	$5,169.90
TN	GALLATIN CITY	$7,844.16
TN	GATLINBURG CITY	$4,748.02
TN	GERMANTOWN CITY	$401.13
TN	GOODLETTSVILLE CITY	$3,193.04
TN	GRAINGER COUNTY	$913.62
TN	GREENE COUNTY	$9,689.84
TN	GRUNDY COUNTY	$3,942.85
TN	HAWKINS COUNTY	$5,476.15
TN	HICKMAN COUNTY	$5,883.12
TN	JEFFERSON CITY	$5,301.73
TN	JEFFERSON COUNTY	$13,150.50
TN	JOHNSON CITY	$10,620.76
TN	KINGSPORT CITY	$23,993.89
TN	LA FOLLETTE CITY	$1,635.74
TN	LAVERGNE CITY	$14,082.57
TN	LAWRENCE COUNTY	$23,071.04
TN	LEBANON CITY	$27,033.26
TN	LENOIR CITY	$5,515.74
TN	LEWISBURG CITY	$2,560.89
TN	MACON COUNTY	$5,329.42
TN	MADISON COUNTY	$16,888.39
TN	MARTIN CITY	$7,843.88
TN	MARYVILLE CITY	$6,044.62
TN	MORRISTOWN CITY	$20,933.74
TN	MOSHEIM TOWN	$1,245.81
TN	MOUNT PLEASANT CITY	$1,504.24
TN	MT CARMEL TOWN	$1,764.94
TN	MT JULIET CITY	$15,503.74
TN	OAK RIDGE CITY	$6,063.07
TN	OLIVER SPRINGS TOWN	$4,591.14
TN	PIPERTON CITY	$1,488.09
TN	PLEASANT VIEW CITY	$2,145.61
TN	PULASKI CITY	$3,610.62
TN	RED BANK CITY	$7,412.73
TN	ROBERTSON COUNTY	$4,983.35
TN	ROANE COUNTY GOVERNMENT	$6,275.25
TN	SEVIERVILLE CITY	$12,054.62
TN	SHELBYVILLE CITY	$5,744.69
TN	SMYRNA TOWN	$5,698.55
TN	SOMERVILLE TOWN	$968.99
TN	SOUTH PITTSBURG CITY	$2,639.01
TN	SWEETWATER CITY	$5,075.63

State	Jurisdiction Name	Award Amount
TN	TAZEWELL TOWN	$5,537.05
TN	TRENTON CITY	$922.85
TN	TULLAHOMA CITY	$3,322.23
TN	WESTMORELAND TOWN	$5,998.48
TN	WHITE COUNTY	$12,901.33
TN	WHITE HOUSE CITY	$2,572.43
	Totals for TN(68 Jurisdictions):	**$503,704.69**
TX	ALAMO HEIGHTS CITY	$3,562.17
TX	ALVIN CITY	$1,234.77
TX	ANNA CITY	$1,822.52
TX	ARCHER COUNTY	$6,025.42
TX	ARGYLE CITY	$2,508.17
TX	ARP CITY	$1,841.07
TX	ATHENS CITY	$6,733.83
TX	BASTROP CITY	$5,537.05
TX	BASTROP COUNTY	$10,552.24
TX	BAY CITY	$8,391.94
TX	BAYTOWN CITY	$17,665.50
TX	BEDFORD TOWN	$12,354.42
TX	BELLMEAD CITY	$1,072.31
TX	BELTON CITY	$4,962.59
TX	BENBROOK CITY	$3,356.82
TX	BEVERLY HILLS CITY	$1,166.02
TX	BIG SPRING CITY	$5,985.79
TX	BORGER CITY	$7,013.60
TX	BOSQUE COUNTY	$9,281.48
TX	BOWIE COUNTY	$326.23
TX	BRENHAM CITY	$7,693.64
TX	BRIDGEPORT CITY	$3,687.68
TX	BROWN COUNTY	$2,076.40
TX	BRYAN CITY	$13,857.39
TX	BUDA CITY	$3,971.44
TX	BRIDGE CITY	$3,946.73
TX	CALVERT CITY	$1,268.91
TX	CANYON CITY	$5,412.33
TX	CARRIZO SPRINGS IND SCH DISTRICT 903	$3,426.05
TX	CEDAR HILL CITY	$14,013.06
TX	CEDAR PARK CITY	$22,810.99
TX	CLAY COUNTY	$2,021.95
TX	CLEBURNE CITY	$2,144.08
TX	COLLEYVILLE CITY	$8,379.33
TX	CONROE IND SCH DIST 902	$17,341.64
TX	COPPELL CITY	$6,852.10
TX	COPPERAS COVE CITY	$6,146.13
TX	CORINTH CITY	$6,344.54
TX	CRANE COUNTY	$1,509.08
TX	CROWLEY CITY	$10,557.24
TX	CRYSTAL CITY	$5,609.13

State	Jurisdiction Name	Award Amount
TX	CITY OF RED OAK	$3,239.18
TX	DAYTON CITY	$1,906.60
TX	DECATUR CITY	$1,793.18
TX	DEER PARK CITY	$9,264.84
TX	DENISON CITY	$13,528.86
TX	DENVER CITY	$1,245.84
TX	DICKINSON CITY	$6,598.32
TX	DUMAS CITY	$4,908.02
TX	DUNCANVILLE CITY	$20,572.11
TX	EARLY CITY	$1,134.18
TX	EL CAMPO CITY	$9,250.95
TX	EULESS CITY	$16,188.49
TX	FAIR OAKS RANCH CITY	$3,963.15
TX	FARMERS BRANCH CITY	$9,412.99
TX	FAYETTE COUNTY	$3,529.87
TX	FLOWER MOUND CITY	$17,995.42
TX	FOREST HILL CITY	$5,388.43
TX	FORNEY CITY	$17,072.57
TX	FRIENDSWOOD CITY	$6,229.19
TX	FULSHEAR CITY	$5,029.49
TX	GAINESVILLE CITY	$10,417.20
TX	GRAPEVINE CITY	$15,427.78
TX	GUN BARREL CITY	$2,399.39
TX	HALTOM CITY	$11,505.99
TX	HARKER HEIGHTS CITY	$12,821.74
TX	HARLINGEN CITY	$25,959.54
TX	HEARNE CITY	$1,760.23
TX	HEATH CITY	$6,704.98
TX	HENDERSON COUNTY	$11,743.16
TX	HEREFORD CITY	$6,872.41
TX	HEWITT CITY	$3,266.86
TX	HICKORY CREEK TOWN	$2,307.11
TX	HIGHLAND PARK CITY	$4,448.10
TX	HIGHLAND VILLAGE CITY	$2,685.47
TX	HILL COUNTY	$11,752.02
TX	HOLLYWOOD PARK TOWN	$3,585.24
TX	HOOD COUNTY	$6,921.32
TX	HOWARD COUNTY	$2,832.95
TX	HUNTSVILLE CITY	$12,919.79
TX	INGLESIDE CITY	$5,702.24
TX	JACINTO CITY	$861.94
TX	JACKSBORO CITY	$3,691.37
TX	JACKSON COUNTY	$2,214.82
TX	JASPER CITY	$2,724.23
TX	JASPER IND SCH DIST 904	$1,863.55
TX	KAUFMAN ISD POLICE DEPT	$1,753.40
TX	KELLER CITY	$12,352.24
TX	KILGORE CITY	$7,220.32

State	Jurisdiction Name	Award Amount
TX	KINGSVILLE CITY	$7,166.79
TX	KLEBERG COUNTY	$10,235.22
TX	KYLE CITY	$9,340.98
TX	LA PORTE CITY	$5,017.15
TX	LAKE WORTH CITY	$6,867.34
TX	LAMB COUNTY	$6,456.20
TX	LEANDER CITY	$8,767.00
TX	LEON VALLEY CITY	$5,638.57
TX	LEVELLAND CITY	$9,597.56
TX	LIBERTY HILL CITY	$3,163.51
TX	LINDEN TOWN	$1,243.68
TX	LITTLE ELM TOWN	$29,381.07
TX	LIVE OAK CITY	$7,652.21
TX	LOCKHART CITY	$1,432.96
TX	LONGVIEW CITY	$19,282.78
TX	LUFKIN CITY	$5,200.72
TX	LYTLE CITY	$1,263.84
TX	MANOR CITY	$9,113.41
TX	MANSFIELD CITY	$20,763.94
TX	MARSHALL CITY	$8,626.17
TX	MELISSA CITY	$3,416.92
TX	MINERAL WELLS CITY	$7,613.45
TX	MISSION CITY	$26,377.68
TX	MONT BELVIEU TOWN	$7,139.11
TX	MONTGOMERY CITY	$2,134.08
TX	MULESHOE CITY	$1,918.59
TX	NACOGDOCHES CITY	$12,451.45
TX	NACOGDOCHES COUNTY	$5,979.88
TX	NAVASOTA CITY	$4,024.49
TX	NEDERLAND CITY	$4,429.64
TX	NORTH RICHLAND HILLS CITY	$13,842.63
TX	OAK RIDGE NORTH CITY	$2,134.57
TX	OLNEY CITY	$5,167.92
TX	ORANGE CITY	$6,229.19
TX	ORANGE COUNTY	$13,381.21
TX	PALMHURST CITY	$3,253.02
TX	PALMVIEW CITY	$4,922.81
TX	PALO PINTO COUNTY	$554.86
TX	PANTEGO TOWN	$1,199.70
TX	PECAN HILL CITY	$1,845.69
TX	PFLUGERVILLE CITY	$9,689.84
TX	PHARR CITY	$15,389.53
TX	PLAINVIEW CITY	$5,537.05
TX	PORT ARANSAS CITY	$1,774.37
TX	PORT ARTHUR CITY	$18,411.19
TX	PORT LAVACA CITY	$2,475.74
TX	PORT NECHES CITY	$1,107.41
TX	RANCHO VIEJO TOWN	$5,567.97

State	Jurisdiction Name	Award Amount
TX	RHOME CITY	$3,029.74
TX	RICHLAND HILLS CITY	$3,557.56
TX	RIO GRANDE CITY	$14,767.99
TX	ROANOKE CITY	$7,667.93
TX	ROBINSON CITY	$3,182.15
TX	ROBSTOWN CITY	$1,286.45
TX	ROCKDALE CITY	$3,086.15
TX	ROCKPORT CITY	$4,072.97
TX	ROCKWALL CITY	$18,076.64
TX	ROSENBERG CITY	$18,041.56
TX	ROWLETT CITY	$16,832.64
TX	SACHSE CITY	$5,060.83
TX	SAN JUAN CITY	$6,768.72
TX	SAN MARCOS CITY	$29,392.01
TX	SCHERTZ CITY	$9,505.27
TX	SEAGOVILLE CITY	$4,037.44
TX	SEGUIN CITY	$6,358.11
TX	SELMA CITY	$4,156.30
TX	SHALLOWATER CITY	$3,449.40
TX	SHELBY COUNTY	$8,739.46
TX	SHERMAN CITY	$7,720.22
TX	SINTON CITY	$2,033.72
TX	SOUR LAKE CITY	$2,949.41
TX	SOUTHLAKE CITY	$20,085.56
TX	SOUTHSIDE PLACE CITY	$1,380.64
TX	STARR COUNTY	$10,606.68
TX	SULPHUR SPRINGS CITY	$1,130.49
TX	SANGER INDEPENDENT SCHOOL DISTRICT	$904.78
TX	SULLIVAN CITY	$599.85
TX	TAYLOR CITY	$6,616.78
TX	TERRELL CITY	$6,219.57
TX	TEXARKANA CITY	$25,401.22
TX	THE COLONY CITY	$13,854.74
TX	TROUP CITY	$2,674.34
TX	UVALDE CITY	$5,101.70
TX	VAL VERDE COUNTY	$2,953.10
TX	VAN ALSTYNE TOWN	$2,307.11
TX	VERNON CITY	$8,995.70
TX	VICTORIA COUNTY	$12,822.70
TX	WALKER COUNTY	$1,633.60
TX	WATAUGA CITY	$4,152.79
TX	WEATHERFORD CITY	$9,649.10
TX	WESLACO CITY	$8,766.54
TX	WESTWORTH VILLAGE	$3,145.23
TX	WHARTON COUNTY	$5,020.26
TX	WISE COUNTY	$29,663.36
TX	WOODWAY CITY	$1,882.60
TX	WYLIE CITY	$16,507.33

State	Jurisdiction Name	Award Amount
	Totals for TX(185 Jurisdictions):	**$1,363,460.38**
UT	BRIGHAM CITY	$12,181.51
UT	CARBON COUNTY	$12,271.49
UT	CENTERVILLE CITY	$991.14
UT	CLEARFIELD CITY	$6,824.42
UT	CLINTON CITY	$4,983.35
UT	DUCHESNE COUNTY	$14,879.20
UT	EMERY COUNTY	$12,458.37
UT	FARMINGTON CITY	$10,589.61
UT	GRANTSVILLE CITY	$831.95
UT	HEBER CITY	$5,606.27
UT	HURRICANE CITY	$6,442.36
UT	IRON COUNTY	$13,081.28
UT	LOGAN CITY	$11,018.73
UT	NEPHI CITY	$633.90
UT	NORTH SALT LAKE CITY	$5,258.36
UT	OGDEN CITY	$24,563.74
UT	OREM CITY	$18,687.55
UT	PAROWAN CITY	$1,665.13
UT	PLEASANT GROVE CITY	$11,766.24
UT	ROY CITY	$6,071.38
UT	SARATOGA SPRINGS TOWN	$4,166.63
UT	SOUTH SALT LAKE CITY	$11,524.27
UT	SPANISH FORK CITY	$1,897.66
UT	SPRINGVILLE CITY	$4,392.73
UT	SUMMIT COUNTY	$18,447.61
UT	SYRACUSE CITY	$4,682.27
UT	TOOELE CITY	$2,318.64
UT	TOOELE COUNTY	$9,136.14
UT	UINTAH COUNTY	$17,108.10
UT	WASATCH COUNTY	$9,966.69
UT	WASHINGTON CITY	$2,629.97
UT	WEST BOUNTIFUL CITY	$3,114.60
UT	WILLARD CITY	$1,335.62
	Totals for UT(33 Jurisdictions):	**$271,526.91**
VA	ALTAVISTA TOWN	$2,078.06
VA	AMHERST COUNTY	$6,921.32
VA	ASHLAND TOWN	$5,537.05
VA	BEDFORD COUNTY	$21,299.19
VA	BLACKSTONE TOWN	$1,483.80
VA	BOTETOURT COUNTY	$5,537.05
VA	BRISTOL CITY	$8,729.35
VA	BUCKINGHAM COUNTY	$2,491.68
VA	BUENA VISTA CITY	$7,019.00
VA	CAMPBELL COUNTY	$4,911.83
VA	CAROLINE COUNTY	$8,297.27
VA	CHILHOWIE TOWN	$382.29
VA	CHRISTIANSBURG TOWN	$6,229.19

State	Jurisdiction Name	Award Amount
VA	COLONIAL HEIGHTS CITY	$11,535.52
VA	COVINGTON CITY	$2,768.53
VA	CULPEPER COUNTY	$7,486.56
VA	CUMBERLAND COUNTY	$922.85
VA	DANVILLE CITY	$25,562.94
VA	DICKENSON COUNTY	$7,648.05
VA	DINWIDDIE COUNTY	$5,537.05
VA	ELKTON TOWN	$1,349.66
VA	EMPORIA CITY	$2,754.69
VA	FAUQUIER COUNTY	$14,854.06
VA	FLUVANNA COUNTY	$7,726.50
VA	FRANKLIN COUNTY	$9,228.42
VA	FREDERICK COUNTY	$17,310.90
VA	FREDERICKSBURG CITY	$18,858.18
VA	FRONT ROYAL TOWN	$3,183.69
VA	GALAX CITY	$4,614.21
VA	GLOUCESTER COUNTY	$3,345.97
VA	GORDONSVILLE TOWN	$3,488.35
VA	GRAYSON COUNTY	$1,401.57
VA	GREENSVILLE COUNTY	$3,081.96
VA	HARRISONBURG CITY	$29,106.43
VA	HENRY COUNTY	$18,573.93
VA	HERNDON TOWN	$4,914.14
VA	JAMES CITY COUNTY	$16,881.08
VA	KING AND QUEEN COUNTY	$2,688.59
VA	KING GEORGE COUNTY	$10,271.23
VA	LANCASTER COUNTY	$3,783.66
VA	LEESBURG TOWN	$6,129.98
VA	LEXINGTON CITY	$1,937.97
VA	LOUISA COUNTY	$13,316.63
VA	LURAY TOWN	$2,406.31
VA	LYNCHBURG CITY	$43,846.88
VA	MANASSAS CITY	$22,974.15
VA	MARION TOWN	$1,301.21
VA	MIDDLETOWN TOWN	$417.59
VA	NEW KENT COUNTY	$5,293.42
VA	NORTON CITY	$7,654.98
VA	NOTTOWAY COUNTY	$3,599.09
VA	ORANGE COUNTY	$10,220.11
VA	PAGE COUNTY	$11,527.22
VA	PAMUNKEY REGIONAL JAIL AUTHORITY	$2,707.14
VA	PITTSYLVANIA COUNTY	$11,535.52
VA	POQUOSON CITY	$4,525.77
VA	PORTSMOUTH CITY	$50,294.87
VA	PRINCE GEORGE COUNTY	$20,302.52
VA	PURCELLVILLE TOWN	$3,147.82
VA	RAPPAHANNOCK COUNTY	$6,090.76
VA	ROANOKE CITY	$24,778.30

State	Jurisdiction Name	Award Amount
VA	ROANOKE COUNTY	$44,495.46
VA	SALEM CITY	$15,110.07
VA	SOUTH BOSTON TOWN	$9,966.69
VA	STANLEY TOWN	$3,663.69
VA	TAZEWELL COUNTY	$13,393.20
VA	TOWN OF DAYTON	$1,317.36
VA	VINTON TOWN	$8,294.51
VA	WARREN COUNTY	$14,767.78
VA	WESTMORELAND COUNTY	$2,422.44
VA	WILLIAMSBURG CITY	$4,625.75
VA	WISE COUNTY	$9,689.84
VA	WOODSTOCK TOWN	$2,111.01
VA	YORK COUNTY	$18,442.07
	Totals for VA(74 Jurisdictions):	**$722,103.91**
VT	BARRE CITY	$3,176.55
VT	BENNINGTON COUNTY	$968.99
VT	BRANDON TOWN	$875.78
VT	BRATTLEBORO TOWN	$2,434.46
VT	BURLINGTON CITY	$4,637.28
VT	DOVER TOWN	$2,471.37
VT	ESSEX JUNCTION VILLAGE	$3,709.83
VT	FAIR HAVEN TOWN	$5,387.09
VT	FAIRLEE TOWN	$382.97
VT	GRAND ISLE COUNTY	$1,010.50
VT	HARDWICK TOWN	$1,107.41
VT	HARTFORD TOWN	$6,116.15
VT	MIDDLEBURY TOWN	$3,344.38
VT	MILTON TOWN	$3,676.97
VT	MONTPELIER CITY	$2,768.53
VT	RUTLAND CITY	$1,004.11
VT	SHELBURNE TOWN	$1,841.07
VT	SOUTH BURLINGTON CITY	$5,155.87
VT	SPRINGFIELD TOWN	$1,416.44
VT	ST ALBANS CITY	$3,691.37
VT	STOWE TOWN	$2,396.16
VT	SWANTON VILLAGE	$1,116.64
VT	WASHINGTON COUNTY	$2,353.25
VT	WILMINGTON TOWN	$1,326.13
VT	WINHALL TOWN	$4,713.42
	Totals for VT(25 Jurisdictions):	**$67,082.72**
WA	ABERDEEN CITY	$3,775.59
WA	AIRWAY HEIGHTS CITY	$4,152.79
WA	ARLINGTON CITY	$3,233.25
WA	ASOTIN COUNTY	$8,419.55
WA	AUBURN CITY	$13,041.36
WA	BAINBRIDGE ISLAND CITY	$3,631.52
WA	BATTLE GROUND CITY	$4,592.99
WA	BELLINGHAM CITY	$19,329.83

State	Jurisdiction Name	Award Amount
WA	BLACK DIAMOND TOWN	$2,123.78
WA	BONNEY LAKE CITY	$2,545.59
WA	BREMERTON CITY	$8,222.63
WA	BURLINGTON CITY	$8,419.73
WA	CASTLE ROCK CITY	$1,831.53
WA	CENTRALIA CITY	$8,905.43
WA	CHEHALIS CITY	$2,751.42
WA	CLALLAM COUNTY	$15,008.94
WA	CLARKSTON CITY	$1,807.83
WA	COLLEGE PLACE CITY	$3,245.90
WA	DES MOINES CITY	$5,689.23
WA	DOUGLAS COUNTY	$5,180.91
WA	EAST WENATCHEE CITY	$7,856.69
WA	EDMONDS CITY	$5,168.67
WA	ELLENSBURG CITY	$6,739.17
WA	ELMA CITY	$1,367.79
WA	ENUMCLAW CITY	$6,342.06
WA	EPHRATA CITY	$4,394.76
WA	FIFE CITY	$11,887.77
WA	FIRCREST CITY	$1,102.86
WA	FRANKLIN COUNTY	$1,959.30
WA	GRANDVIEW CITY	$8,037.96
WA	GRAYS HARBOR COUNTY	$13,568.64
WA	ISLAND COUNTY	$11,618.58
WA	JEFFERSON COUNTY	$8,019.32
WA	KALAMA CITY	$1,344.95
WA	KELSO CITY	$6,735.83
WA	KIRKLAND CITY	$18,529.24
WA	KITTITAS COUNTY	$26,660.69
WA	LACEY CITY	$3,039.50
WA	LAKE FOREST PARK CITY	$3,627.23
WA	LAKEWOOD CITY	$16,992.71
WA	LEWIS COUNTY	$7,378.68
WA	LYNNWOOD CITY	$21,509.23
WA	MARYSVILLE CITY	$9,937.99
WA	MASON COUNTY	$7,945.67
WA	MEDINA CITY	$918.32
WA	MILL CREEK CITY	$3,204.57
WA	MONROE CITY	$4,252.32
WA	MOSES LAKE CITY	$19,026.75
WA	MOXEE CITY	$4,361.63
WA	MUKILTEO CITY	$8,163.97
WA	NORMANDY PARK CITY	$1,753.40
WA	OAK HARBOR CITY	$4,143.76
WA	OKANOGAN COUNTY	$18,723.56
WA	OLYMPIA CITY	$5,899.70
WA	OTHELLO CITY	$1,536.54
WA	PASCO CITY	$14,338.19

State	Jurisdiction Name	Award Amount
WA	PEND OREILLE COUNTY	$6,343.62
WA	PORT ANGELES CITY	$4,748.51
WA	PULLMAN CITY	$1,272.60
WA	RIDGEFIELD CITY	$4,149.10
WA	SKAMANIA COUNTY	$12,733.31
WA	STEILACOOM TOWN	$2,804.84
WA	STEVENS COUNTY	$4,820.29
WA	SUMNER CITY	$3,885.17
WA	SUNNYSIDE CITY	$5,143.74
WA	TOPPENISH CITY	$2,238.54
WA	TUKWILA CITY	$24,455.31
WA	WAHKIAKUM COUNTY	$2,118.85
WA	WALLA WALLA CITY	$5,952.84
WA	WENATCHEE CITY	$11,590.60
WA	WEST RICHLAND CITY	$2,723.44
WA	YAKIMA CITY	$36,793.70
WA	ZILLAH CITY	$2,687.78
	Totals for WA(73 Jurisdictions):	**$558,460.04**
WI	ADAMS COUNTY	$7,170.48
WI	ALTOONA CITY	$2,768.53
WI	ANTIGO CITY	$313.03
WI	APPLETON CITY	$9,805.20
WI	ARCADIA CITY	$1,466.73
WI	ASHLAND CITY	$5,430.00
WI	ASHLAND COUNTY	$11,012.27
WI	ATHENS VILLAGE	$426.82
WI	BANGOR VILLAGE	$484.95
WI	BARABOO CITY	$3,322.23
WI	BARRON CITY	$862.86
WI	BARRON COUNTY	$1,845.69
WI	BAYFIELD COUNTY	$3,691.37
WI	BAYSIDE VILLAGE	$2,018.72
WI	BEAVER DAM CITY	$9,631.70
WI	BELLEVILLE VILLAGE	$3,229.94
WI	BELMONT VILLAGE	$622.92
WI	BELOIT CITY	$8,918.27
WI	BELOIT TOWN	$2,390.16
WI	BERLIN CITY	$1,823.23
WI	BLACK RIVER FALLS CITY	$3,389.14
WI	BOSCOBEL CITY	$1,115.72
WI	BROOKFIELD TOWN	$1,384.27
WI	BROWN DEER VILLAGE	$2,477.83
WI	BURLINGTON CITY	$5,490.91
WI	BUTLER VILLAGE	$1,103.72
WI	BENTON CITY	$461.43
WI	CALUMET COUNTY	$4,670.51
WI	CAMPBELL TOWN	$2,390.16
WI	CEDARBURG CITY	$1,959.71

State	Jurisdiction Name	Award Amount
WI	CHENEQUA VILLAGE	$4,450.41
WI	CHIPPEWA COUNTY	$11,886.20
WI	CHIPPEWA FALLS CITY	$3,488.35
WI	CLINTONVILLE CITY	$1,418.87
WI	COLUMBIA COUNTY	$4,005.14
WI	CORNELL CITY	$1,384.27
WI	COTTAGE GROVE VILLAGE	$3,112.13
WI	CRANDON CITY	$686.12
WI	CRAWFORD COUNTY	$6,372.23
WI	CROSS PLAINS VILLAGE	$3,047.69
WI	CUBA CITY	$485.42
WI	CUDAHY CITY	$3,352.62
WI	CUMBERLAND CITY	$902.01
WI	DARLINGTON CITY	$381.14
WI	DE FOREST VILLAGE	$2,868.20
WI	DELAFIELD CITY	$1,767.25
WI	DELAVAN TOWN	$3,197.65
WI	DODGE COUNTY	$6,090.76
WI	DODGEVILLE CITY	$2,390.16
WI	DOOR COUNTY	$3,490.40
WI	DOUGLAS COUNTY	$2,842.34
WI	DUNN COUNTY	$7,530.39
WI	DURAND CITY	$3,228.10
WI	EAST TROY TOWN	$2,311.72
WI	EAU CLAIRE CITY	$12,548.34
WI	EDGERTON CITY	$2,200.98
WI	ELM GROVE VILLAGE	$1,961.04
WI	FITCHBURG CITY	$4,477.12
WI	FOND DU LAC CITY	$6,359.77
WI	FOREST COUNTY	$6,967.46
WI	FORT ATKINSON CITY	$3,353.61
WI	FOX POINT VILLAGE	$1,845.69
WI	FRANKLIN CITY	$3,691.37
WI	GLENDALE CITY	$7,360.59
WI	GRAFTON VILLAGE	$2,756.99
WI	GRAND CHUTE TOWN	$7,814.17
WI	GRAND RAPIDS TOWN	$1,125.87
WI	GRANT COUNTY	$1,839.38
WI	GREEN COUNTY	$2,882.50
WI	GREENFIELD CITY	$4,844.92
WI	GREENWOOD CITY	$1,384.27
WI	HALES CORNERS VILLAGE	$2,422.46
WI	HARTFORD CITY	$2,041.48
WI	HARTLAND VILLAGE	$1,684.11
WI	HAYWARD CITY	$807.49
WI	HIGHLAND VILLAGE	$614.15
WI	HILLSBORO CITY	$1,772.78
WI	HOLMEN VILLAGE	$3,831.18

State	Jurisdiction Name	Award Amount
WI	HORICON CITY	$1,219.08
WI	HORTONVILLE VILLAGE	$2,205.60
WI	HUDSON CITY	$1,663.89
WI	HURLEY CITY	$1,405.03
WI	IOWA COUNTY	$922.85
WI	IRON COUNTY	$4,485.02
WI	JACKSON COUNTY	$2,676.25
WI	JACKSON VILLAGE	$2,307.11
WI	JANESVILLE CITY	$9,269.89
WI	JEFFERSON COUNTY	$15,270.73
WI	JUNEAU COUNTY	$3,669.22
WI	KAUKAUNA CITY	$2,832.54
WI	KENOSHA CITY	$11,550.71
WI	KEWASKUM VILLAGE	$2,653.17
WI	KEWAUNEE CITY	$2,466.27
WI	KIEL CITY	$3,432.98
WI	KRONEWETTER TOWN	$922.85
WI	LA CROSSE CITY	$8,305.58
WI	LADYSMITH CITY	$1,199.70
WI	LAKE DELTON VILLAGE	$1,993.34
WI	LAKE GENEVA CITY	$2,834.97
WI	LAKE HALLIE VILLAGE	$2,741.30
WI	LAKE MILLS CITY	$1,384.27
WI	LANCASTER CITY	$862.86
WI	LANGLADE COUNTY	$3,539.78
WI	LINCOLN COUNTY	$5,075.63
WI	LINN TOWN	$624.77
WI	LITTLE CHUTE VILLAGE	$2,883.88
WI	LUXEMBURG VILLAGE	$1,525.00
WI	MANITOWOC CITY	$5,038.72
WI	MANITOWOC COUNTY	$5,133.31
WI	MARINETTE CITY	$1,661.12
WI	MARINETTE COUNTY	$5,998.48
WI	MARQUETTE COUNTY	$6,714.60
WI	MARSHALL VILLAGE	$1,688.81
WI	MARSHFIELD CITY	$5,307.97
WI	MAYVILLE CITY	$1,824.00
WI	MCFARLAND VILLAGE	$3,045.38
WI	MELROSE VILLAGE	$380.68
WI	MENASHA CITY	$3,907.78
WI	MENOMONEE FALLS VILLAGE	$4,268.15
WI	MENOMONIE CITY	$4,761.87
WI	MEQUON CITY	$5,513.49
WI	MERRILL CITY	$3,491.29
WI	MIDDLETON CITY	$10,038.68
WI	MILTON CITY	$1,183.22
WI	MINERAL POINT CITY	$4,613.75
WI	MINOCQUA TOWN	$2,219.44

State	Jurisdiction Name	Award Amount
WI	MONONA CITY	$3,824.26
WI	MONROE CITY	$2,394.78
WI	MONROE COUNTY	$7,764.33
WI	MOUNT HOREB VILLAGE	$2,868.20
WI	MOUNT PLEASANT TOWN	$5,899.73
WI	MUKWONAGO TOWN	$1,707.26
WI	NEENAH CITY	$2,117.48
WI	NEW BERLIN CITY	$6,459.90
WI	NEW HOLSTEIN CITY	$1,292.10
WI	NEW LONDON CITY	$2,596.88
WI	NEW RICHMOND CITY	$1,507.61
WI	NEWBURG VILLAGE	$984.67
WI	NIAGARA CITY	$331.72
WI	NORWALK VILLAGE	$913.62
WI	NORWAY TOWN	$1,233.49
WI	OAK CREEK CITY	$5,917.66
WI	OCONOMOWOC CITY	$1,038.20
WI	OCONOMOWOC TOWN	$485.42
WI	OCONTO CITY	$1,993.34
WI	OCONTO COUNTY	$2,989.90
WI	ONALASKA CITY	$5,664.41
WI	ONEIDA COUNTY	$4,305.06
WI	OREGON VILLAGE	$4,780.32
WI	OSHKOSH CITY	$12,043.09
WI	OSSEO CITY	$3,691.37
WI	PEWAUKEE VILLAGE	$2,325.57
WI	PIERCE COUNTY	$3,896.70
WI	PLATTEVILLE CITY	$2,445.54
WI	PLEASANT PRARIE VILLAGE	$11,275.97
WI	PLOVER VILLAGE	$3,476.81
WI	PLYMOUTH CITY	$2,071.78
WI	POLK COUNTY	$9,745.21
WI	PORTAGE CITY	$2,286.81
WI	PORTAGE COUNTY	$4,076.66
WI	REDGRANITE VILLAGE	$721.97
WI	REEDSBURG CITY	$3,346.23
WI	RHINELANDER CITY	$2,768.41
WI	RICE LAKE CITY	$1,669.81
WI	RICHLAND COUNTY	$3,047.69
WI	RIPON CITY	$1,912.13
WI	RIVER FALLS CITY	$5,075.63
WI	RIVER HILLS VILLAGE	$669.07
WI	ROME TOWN	$1,372.73
WI	ROTHSCHILD VILLAGE	$3,459.43
WI	RUSK COUNTY	$830.56
WI	SAUK COUNTY	$5,258.36
WI	SAWYER COUNTY	$1,617.28
WI	SHARON VILLAGE	$2,085.62

State	Jurisdiction Name	Award Amount
WI	SHAWANO CITY	$542.63
WI	SHAWANO COUNTY	$3,322.23
WI	SHEBOYGAN FALLS CITY	$1,647.16
WI	SHOREWOOD VILLAGE	$2,307.11
WI	SIREN VILLAGE	$613.69
WI	SLINGER VILLAGE	$1,952.74
WI	SOMERSET VILLAGE	$746.26
WI	SOUTH MILWAUKEE CITY	$2,307.11
WI	SPARTA CITY	$2,768.53
WI	SPRING VALLEY VILLAGE	$571.71
WI	ST CROIX COUNTY	$20,655.51
WI	SUN PRAIRIE CITY	$17,072.57
WI	SUPERIOR CITY	$10,797.25
WI	SUMMIT VILLAGE	$1,578.06
WI	TAYLOR COUNTY	$2,720.08
WI	TREMPEALEAU COUNTY	$3,765.20
WI	TWIN LAKES VILLAGE	$2,307.11
WI	VERONA CITY	$2,962.33
WI	WALWORTH VILLAGE	$1,315.03
WI	WATERLOO CITY	$478.04
WI	WAUKESHA CITY	$13,842.63
WI	WAUNAKEE VILLAGE	$3,346.23
WI	WAUPACA CITY	$4,244.85
WI	WAUPACA COUNTY	$5,929.13
WI	WAUTOMA CITY	$897.65
WI	WAUWATOSA CITY	$10,612.68
WI	WEST ALLIS CITY	$20,394.80
WI	WEST BEND CITY	$6,056.15
WI	WEST SALEM VILLAGE	$2,860.81
WI	WHITEFISH BAY VILLAGE	$2,588.58
WI	WHITEWATER CITY	$6,344.54
WI	WILLIAMS BAY VILLAGE	$1,384.27
WI	WINNECONNE VILLAGE	$415.28
WI	WISCONSIN RAPIDS CITY	$6,367.61
WI	WOOD COUNTY	$4,983.35
	Totals for WI(209 Jurisdictions):	**$778,610.48**
WV	BARBOURSVILLE VILLAGE	$7,762.49
WV	CHARLES TOWN CITY	$2,307.11
WV	HARRISON COUNTY	$1,187.70
WV	HUNTINGTON CITY	$5,813.91
WV	MOOREFIELD TOWN	$1,582.41
WV	MORGANTOWN CITY	$4,745.72
WV	OHIO COUNTY	$1,384.27
WV	PUTNAM COUNTY	$5,163.30
WV	RICHWOOD CITY	$1,044.64
WV	UPSHUR COUNTY	$2,556.28
WV	WEIRTON CITY	$3,787.35
WV	WINFIELD TOWN	$1,096.34

State	Jurisdiction Name	Award Amount
WV	WYOMING COUNTY	$1,398.11
	Totals for WV(13 Jurisdictions):	**$39,829.63**
WY	ALBANY COUNTY	$3,724.13
WY	CAMPBELL COUNTY	$4,042.05
WY	CARBON COUNTY	$4,498.86
WY	CASPER CITY	$13,348.40
WY	CHEYENNE CITY	$22,596.06
WY	CODY CITY	$2,076.40
WY	CONVERSE COUNTY	$12,191.90
WY	DOUGLAS CITY	$3,482.35
WY	EVANSTON CITY	$7,462.49
WY	FREMONT COUNTY	$3,661.77
WY	GILLETTE CITY	$7,890.30
WY	GREEN RIVER CITY	$1,569.09
WY	HOT SPRINGS COUNTY	$2,637.59
WY	LARAMIE CITY	$12,168.68
WY	LINCOLN COUNTY	$2,418.00
WY	LUSK TOWN	$2,768.53
WY	MILLS TOWN	$4,166.54
WY	NATRONA COUNTY	$5,343.26
WY	PARK COUNTY	$11,795.30
WY	RAWLINS CITY	$6,647.54
WY	RIVERTON CITY	$7,381.88
WY	ROCK SPRINGS CITY	$4,491.59
WY	SARATOGA TOWN	$507.57
WY	SHERIDAN CITY	$3,205.96
WY	SHERIDAN COUNTY	$4,275.89
WY	SUBLETTE COUNTY	$17,337.89
WY	SWEETWATER COUNTY	$7,778.66
WY	TETON COUNTY	$6,671.19
WY	THERMOPOLIS TOWN	$876.70
WY	TORRINGTON TOWN	$1,168.39
WY	TOWN OF BAR NUNN	$2,233.28
WY	WHEATLAND TOWN	$1,590.98
	Totals for WY(32 Jurisdictions):	**$192,009.22**
	Report Totals for (3775 Jurisdictions):	**$24,756,574.00**

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve an Amendment to the Agreement with Bennett Engineering for Street Resurfacing Project 2027, CIP No. 4307 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**
Category:	Consent Calendar-Community Development
Meeting Date:	6/16/2026
Recommendation:	Approve and authorize the City Manager, or designee, to execute Amendment No. 1 to the Design Services Agreement with Bennett Engineering in an amount not to exceed $366,458 for the Street Resurfacing Project 2027, CIP No. 4307.

BACKGROUND:

The Traffic and Transportation Engineering section of the Public Works Department is responsible for planning and managing the City's Street Resurfacing Program. The streets identified annually for the repair, rehabilitation, and/or reconstruction are based on the Pavement Technical Assessment Program (P-TAP) report developed by the Metropolitan Transportation Commission (MTC). The P-TAP report provides agencies with recommendations to optimize the pavement condition rating, and the use of funding received from the County and State, which includes Gas Tax, Measure B, SB1 RMRA, and Vehicle Registration Fee. According to the 2024 P-TAP report, the City's Pavement Condition Index (PCI) stands at 71, classified as "Good Condition" and above the Bay Area's average of 67. The City's goal is to maintain a minimum PCI rating of 70.

The Street Resurfacing Project 2027 Design, CIP No. 4307 (Project) is included in the adopted 2027-2031 Capital Improvement Program to improve and enhance the accessibility and safety of City streets for pedestrians, cyclists, and daily commuters. The Project provides for the design and construction of, but not limited to, asphalt concrete improvements consisting of grind and overlay, cape, crack and slurry sealing, and spot repairs; concrete improvements including repairs to curb, gutter, and sidewalk and curb ramp replacement in compliance with Americans with Disabilities Act; modernize and upgrade traffic signal equipment (e.g. detection cameras and controllers) at fifteen (15) intersections; upgrades to the bike lanes according to the 2022 Trail, Pedestrian, Bicycle Master Plan; and reinstallation of striping and pavement delineation.

On September 2, 2025, the City Council approved a Design Services Agreement (Attachment **A)** with Bennett Engineering (BENEN) in the amount of $509,112 to prepare construction drawings for Street Resurfacing 2026 and 30% preliminary design for Street Resurfacing 2027 and 2028. BENEN completed construction drawings for Street Resurfacing 2026 and 30% preliminary design for Street Resurfacing 2027 this past March; and 30% preliminary design for Street Resurfacing 2028 is anticipated to be completed by this fall.The City Council awarded the construction contract for Street Resurfacing Project 2026 on May 5, 2026.

In April of 2026, staff requested proposals from design firms to prepare construction drawings for Street Resurfacing 2027 based on the 30% preliminary design completed by BENEN; provide assessment and prepare construction documents for the planning of modifying and upgrading fifteen (15) traffic signalized intersections; and prepare construction documents to upgrade the existing Rectangular Rapid Flashing Beacon (RRFB) system at N. Milpitas Blvd and City Hall, and install a new RRFB system at N. Milpitas Blvd. and Tramway Drive (Project Scope of Work).

The following are neighborhoods/streets to be resurfaced in 2027 that align with the FY2027-2031 Capital Improvement Program adopted by City Council:

- Hillview Drive Neighborhood (between Paseo Refugio Drive and Tramway Drive): Alcosta Drive, Anacapa Court, Canada Drive, Las Lomas Drive, Los Positos Drive, Pacheco Drive, Tassasara Drive, Terra Bella Drive, and Valencia Drive
- Peter Gill Park Neighborhood: Aberdeen Way/Court, Angus Drive, Clyde Court, Dundee Avenue, Glasgow Court, Loch Lomond Court, Los Pinos Avenue, Paseo Refugio Drive, Santa Rita Drive from Tramway Drive to Paseo Refugio Drive, Shelley CourtShetland Court, and and Troon Court.
- Park Victoria Neighborhood (between Park View Drive and Ayer Street): Ayer Street, Park Brook Court, Park Glen Court, Park Grove Drive, Park Heights Drive, Park Hill Drive, Park Oak Court, Park View Drive, and Park Willow Court
- South Park Victoria Drive from Calaveras Blvd. to Yosemite Drive and Yellowstone Avenue to Landess Avenue.
- Yosemite Drive from Sequoia Drive to Piedmont Road including Bryce Court and Zion Court
- Cervantez Court, Camarillo Court, and Fox Hollow Court

The following are the fifteen (15) traffic signalized intersections to be modernized and upgraded for the upcoming years. The schedule of improvements will be determined based on the assessment and available funding.

- N. Abel Street at Weller Lane, Redwood Avenue, and Marylinn Drive
- S. Abel Street at Serra Way
- S. Main Street at Weller Lane
- McCarthy Boulevard at Ranch Drive (South side)
- McCarthy Boulevard at Ranch Drive (North side)
- McCarthy Boulevard at Alder Drive
- Bellew Drive at Cypress Drive
- Jacklin Road & Hetch-Hetchy Trail Ped Crossing
- N. Milpitas Boulevard at Beresford Street
- S. Milpitas Boulevard at Turquoise Street
- S. Park Victoria Drive at Edsel Drive
- N. Park Victoria Drive at Jacklin Road
- Great Mall Parkway at Center Point Drive

ANALYSIS:

In accordance with City Municipal Code I-2-3.09 - Request for Proposals Procedure (RFP), RFP #4307 was posted on the City's eProcurement system, OpenGov Procurement on April 4, 2025, to seek a design firm to prepare construction drawings for Street Resurfacing 2026 and 30% preliminary design for Street Resurfacing 2027 and 2028 and establish a list of qualified design firms with expertise in providing planning, design, and construction services related to a City's Street Resurfacing Program identified in the Capital Improvement Program. Upon release, 43 firms downloaded the RFP documents, and five (5) design firms submitted proposals by the published closing date of April 30, 2025. Each proposal was evaluated and scored according to the criteria outlined in the solicitation and all firms were added to the City's On-Call Qualified List of Consultants for City's Street Resurfacing Program (Qualified List) for a period of five (5) years (Attachment **B**).

Staff requested proposals from the design firms on the Qualified List for the Project's Scope of Work. Staff received four (4) proposals and determined BENEN is the best value proposer in accordance with the evaluation criteria that included understanding of the scope of work, project execution and delivery, and cost of services. In accordance with City Municipal Code I-2-3.13 – Contracting for Consultants and since there is an existing Design Services Agreement (DSA) with BENEN, staff recommends that the City Council approve and authorize the City Manager, or designee, to execute Amendment No. 1 to the DSA with BENEN in an amount not to exceed $366,458 to provide design services for the Project as described in Exhibit A-1 of Amendment No. 1 (Attachment C). The amendment will increase the total compensation of the DSA with BENEN from $509,112 to $875,570 and extend the contract term to December 31, 2029.

POLICY ALTERNATIVE(S):

Alternative 1: Not approving Amendment No. 1 for BENEN.

Pros: None

Cons: The completion of design will be delayed by a minimum of six (6) months, missing the construction season of 2027. The construction of the Project will have to be postponed to 2028 which will impact the 5-year workplan of the City's Street Resurfacing Program.

Reason for Not Recommending: The Project is critical to maintaining the City's goal of its overall Pavement Condition Index (PCI) of 70 and long-term pavement performance. Postponing the design for the Project will impact the 5-year workplan and overall Pavement Condition Index, and delay improving streets in need.

PROJECT SCHEDULE/KEY MILESTONES

Upon City Council approval of the Amendment to DSA, BENEN will start the design in July 2026 to be completed by the end of 2026. The bid opening is scheduled for January 2027, and construction is anticipated to start next spring 2027.

FISCAL IMPACT:

As of June 2, 2026, the available funding in CIP No. 4307 is $1,854,000, which is funded by Measure B, SB1 RMRA, and Vehicle Registration Fee. There is sufficient funding available in CIP No. 4307 to amend the DSA with BENEN in the amount not to exceed $366,458. The amendment will increase the total compensation of the DSA with BENEN from $509,112 to $875,570.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The Project entails the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The Project further entails replacement or reconstruction of existing facilities where the new facilities will be located on the same site as the facilities replaced and will have substantially the same purpose and capacity as the structure replaced and are exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15302. A Notice of Exemption will be filed with the County of Santa Clara prior to the award of construction contract.

ATTACHMENT(S):

(a) Design Services Agreement with BENEN
(b) On-Call Qualified List of Consultants
(c) Amendment No. 1

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City of Milpitas
Document Approval Form

Date Requested	Requesting Department	Project Manager	Extension	Fiscal Year
Sep 3, 2025	Engineering	Mohit Chaudhary	3270	FY 2025-26

Contract Name/Description	Contract #	Type of Contract
CIP No. 4307, Street Resurfacing 2026 Project Design	25-254	PSA

Vendor Number	Vendor Name	Vendor Email	Vendor Phone
19860	Bennett Engineering Services, Inc.	CAllen@ben-en.com	707-688-0246

Vendor Address	Ship to Address
1619 S. Main Street, Suite 106, Milpitas, CA 95035.	455 E. Calaveras Blvd. Milpitas CA 95035

Provide a brief description of the purchasing/project request (including exceptions, if any)

In accordance with City Municipal Code I-2-3.13, a Request for Proposals (RFP) was released on April 4, 2025 to solicit proposals from qualified consultant firms for the design of the Street Resurfacing 2026 Project, CIP No. 4307. Five (5) firms submitted proposals by the published closing date of April 30, 2025. All proposals were evaluated and scored according to the criteria outlined in the solicitation and the two highest-ranked firms were invited to participate in an oral interview. Staff determined Bennett Engineering, Inc. was the best value proposer in accordance with the RFP evaluation criteria.

On September 02, 2025, City Council approved a Design Service Agreement with Bennett Engineering, Inc. in the amount of, not to exceed, $509,112.00. See the agenda report below for additional project information.

The project accounts are as follows:

1. 2016 Measure B - CP4307-3Design -311GT1190-42372 - $250,000.00
2. SB1-RMRA - CP4307-3Design -311GT1191-42372 - $259,112.00

Terms of the Contract

Solicitation method: RFP - Request for Proposals

If applicable:

Number of Proposals/Bids received: 5

CO-OP (organization name):

Initial Not-to-Exceed Amount	$509,112.00
Previous Amendment(s) Amount (if any)	
Current Amendment Amount (if any)	
New Not-to-Exceed Amount	$509,112.00

Start Date:	End Date:	Extend to Date:
09/03/2025	12/31/2028	

Council Approval? ☑ YES ☐ NO

If yes, on what date? Sep 2, 2025

Wage Theft Verbiage Included? Yes, BBK Template

Wage Theft Exemption Justification: N/A

APPROVAL SIGNATURE AND DATE

Purchasing Agent		City Manager	Signed by: Matt Cano on behalf of 341701DD27754E1... Sep-15-2025
Department Head	Signed by: Christian Di Renzo BE12C251353E4BC... Sep-10-2025	Insurance	DocuSigned by: Shruti Shah 1635546E1180458... Sep-10-2025
Finance Director/ Risk Manager	Signed by: Luz Cofresi-Howe D983C163A491414... Sep-10-2025	Other	DocuSigned by: Michael Silveira FB3F098DD7F345F... Sep-10-2025

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CITY OF MILPITAS
DESIGN SERVICES AGREEMENT
CONTRACT NO.

1. PARTIES AND DATE.

This Agreement is made and entered into as 9/15, 2025 by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and **BENNETT ENGINEERING a CORPORATION** with its principal place of business at **1082 Sunrise Avenue, Suite 100, Roseville, CA, 95661** (hereinafter referred to as "Designer"). City and Designer are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Designer**.** Designer desires to perform and assume responsibility for the provision of certain professional design services required by the City on the terms and conditions set forth in this Agreement. Designer warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Designer is a corporation or other organization, the Project Designer designated pursuant to Section 3.2, and not the Designer itself, shall be fully licensed to practice as an architect and/or engineer in the State of California.

2.3 Project**.** City desires to engage Designer to render such services for the **CP 4307 STREET RESURFACING 2026 DESIGN** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Designer.

3.1.1 Scope of Services. Designer promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Designer shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **August 13, 2025,** to **December 31, 2028**, unless earlier terminated as provided herein. The City reserves the right to review the Designer's performance at the end of each year and cancel all or part of the Agreement.

3.2 Project Designer; Key Personnel.

3.2.1 Project Designer. Designer shall name a specific individual to act as Project Designer, subject to the approval of City. Designer hereby designates **Carlton D. Allen III** (License No. **Civil Engineer - 76694** to act as the Project Designer for the Project. The Project Designer shall: (1)

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maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Designer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Designer shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Project Designer shall be of at least equal competence as the prior Project Designer. In the event that City and Designer cannot agree as to the substitution of a new Project Designer, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Designer, Designer has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Designer may substitute others of at least equal competence upon written approval of the City. In the event that City and Designer cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Designer at the request of the City.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Designer shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Designer may delegate without relieving Designer from administrative or other responsibility under this Agreement. Designer shall be responsible for the coordination and cooperation of Designer's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Designer shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Designer in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Designer shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Designer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Designer shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Designer's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Designer at Designer's sole expense.

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3.4 Standard of Care.

3.4.1 Standard of Care. Designer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Designer shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Designer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Designer warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Designer represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Designer shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Designer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Designer and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Designer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Designer by law. Designer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Designer performs any work knowing it to be contrary to such laws, rules and regulations, Designer shall be solely responsible for all costs arising therefrom. Designer shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Designer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Designer. Designer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Designer shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Designer and City.

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3.5.3 Americans with Disabilities Act. Designer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Designer shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Designer brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Designer's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Designer, and the Designer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Designer request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Designer shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Designer shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Designer shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance.

(a) Compliance with Water Quality Laws, Ordinances and Regulations. Designer 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 Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Designer shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

(b) Standard of Care. Designer warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.5.5(a) of this Agreement. Designer further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(c) Liability for Non-compliance.

(i) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.5.5(a) of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Designer agrees to indemnify 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 Services, 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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(ii) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Designer's failure to comply with any applicable water quality law, regulation, or policy. Designer hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(iii) Damages: City may seek damages from Designer for delay in completing the Services caused by Designer's failure to comply with the laws, regulations and policies described in Section 3.5.5(a) of this Agreement, or any other relevant water quality law, regulation, or policy.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Designer on an independent contractor basis and Designer is not an employee of City. Designer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Designer shall also not be employees of City, and shall at all times be under Designer's exclusive direction and control. Designer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Designer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Designer Services. Designer shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Designer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Designer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Designer agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Designer shall prepare an estimated time schedule for the performance of Designer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Designer cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Designer without the prior written approval of City. If the Designer's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Designer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.4 Excusable Delays. Any delays in Designer's work caused by the following shall be added to the time for completion of any obligations of Designer: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control

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of the Designer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Designer. Neither the City nor the Designer shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Request for Excusable Delay Credit. The Designer shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Designer for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Designer make an application for an extension of time, Designer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Designer Services.

3.8.1 Request for Services. At City's request, Designer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted design practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Designer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Designer shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Designer as to the compensation to be paid for such services. City shall pay Designer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Designer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Designer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services

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made necessary by the failure of Designer to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Designer.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Designer is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Designer's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Designer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Designer with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Designer, City shall furnish Designer with, or direct Designer to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. The City Manager hereby designates **Christian Di Renzo, Public Works Director** or his or her designee, as the City's contact for the implementation of the Services hereunder. Designer shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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3.9.8 Review and Approved Documents. Review all documents submitted by Designer, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Designer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Designer's Compensation for Basic Services. City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **FIVE HUNDRED NINE THOUSAND AND ONE HUNDRED TEWLEVE** Dollars (**$509,112)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Designer perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If City requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Designer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Designer shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Designer in the interest of the Project. Designer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000.00; and (5) other costs, fees and expenses in excess of $1,000.00.

3.10.4 Payment to Designer. Designer's compensation and reimbursable expenses shall be paid by City to Designer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Designer shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving

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such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Designer shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Designer shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Designer. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Designer is liable under the Agreement or state law. Payments to the Designer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Designer shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from parties not within the Designer's reasonable control.

3.10.6 Prevailing Wages. Designer is aware of the requirements of California 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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Designer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Designer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Designer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Designer's principal place of business and at the Project site. Designer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Designer or its consultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Designer and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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3.10.7 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Designer and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Designer shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.10.8 Labor Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Designer's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Designer or any subcontractor that affect Designer's performance of Services, including any delay, shall be Designer's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Designer caused delay and shall not be compensable by the City. Designer 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 Designer or any subcontractor.

3.11 Notice to Proceed.

Designer shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Designer's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Designer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Designer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Designer. Designer hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Designer may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Designer as provided in this Agreement.

3.12.2 City's Suspension of Work. If Designer's Services are suspended by City, City may require Designer to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Designer.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Designer shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Designer's Services under this Agreement. Upon payment of the amount required to be paid to Designer pursuant to the termination provisions of this Agreement, City shall have the rights, as

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provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Designer under this Agreement. Designer shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Designers. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, design presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Designer or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Designer shall provide to City copies of all Project Documents required by City. In addition, Designer shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Designer shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Designer grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Designer, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Designer in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Designer or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Designer.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Designer shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Designer's seal from the Project Documents and hold harmless Designer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

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3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Designer shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Designer represents and warrants that Designer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Designer prepares or causes to be prepared pursuant to this Agreement. Designer shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Designer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Designer and provided to Designer by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Designer in connection with the performance of this Agreement, shall be held confidential by Designer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Designer for any purposes other than the performance of the Services. Designer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Designer which is otherwise known to Designer or is generally known, or has become known, to the related industry shall be deemed confidential. Designer shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Designer shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Designer, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Designer's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Designer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Designer, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Designer's obligation to defend, indemnify, and/or hold harmless arises out of Designer's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Designer's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Designer, and, upon Designer obtaining a final adjudication by a court of competent jurisdiction, Designer's liability for such claim, including the cost to defend, shall not exceed the Designer's proportionate percentage of fault.

3.15 Insurance. Designer shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Designer shall not

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allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required therein.

3.16 Records.

Designer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Designer shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Designer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Designer shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for design services between City and the designer chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Designer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Designer shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Designer prepares for the Project. Designer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Designer shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Designer shall include statements in its

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specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Santa Clara County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.27 Safety.

Designer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Designer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Designer shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Designer shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Designer's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

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All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CITY:	DESIGNER:
City of Milpitas 455 E. Calaveras Boulevard Milpitas, California 95035 Attn: Roberto Alonzo Public Work Division Manager	Bennett Engineering Services 1619 S. Main Street, Suite 106 Milpitas, California, 95035 Attn: Carlton D. Allen Principal – Director of Transportation Services

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 City's Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Designer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Designer, to solicit or secure this Agreement. Further, Designer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Designer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Designer represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Designer shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

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3.34 Labor Certification.

By its signature hereunder, Designer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Wage Theft Certification.

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

3.35.2 BY SIGNING THIS AGREEMENT, DESIGNER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT DESIGNER OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. DESIGNER FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, DESIGNER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT DESIGNER OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.35.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Designer or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Designer learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Designer 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. Designer or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Designer or its subconsultant is subject to a payment or other alternative plan, the Designer or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.35.4 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.

3.35.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

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3.35.6 Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

3.36 Subcontracting.

As specified in this Agreement, Designer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.37 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.38 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

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**SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND BENNETT ENGINEERING SERVICES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

Approved By:

Signed by:
Matt Cano on behalf of
341701DD27754E1...
Deanna J. Santana, City Manager

Sep-15-2025
Date

Approved As To Form:

Signed by:
Christopher Creech
47B611E199B7493...
Christopher Creech, Acting City Attorney

Approved:

Signed by:
Luz Cofresi-Howe
D963C163A491414...
Luz Cofresi-Howe
Finance Director/Risk manager

Approved As To Content:

Signed by:
Christian Di Renzo
BE12C251353E4BC...
Christian Di Renzo
Public Works Director

BENNETT ENGINEERING SERVICES

Leo Rubio
Signature

Leo Rubio
Name

President/CEO
Title

22/07/2025
Date

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EXHIBIT "A"

DESIGNER'S SCOPE OF SERVICES

IV.I EXECUTION PLAN: SCOPE OF WORK

ASSUMPTIONS:

- The pavement rehabilitation method employed will remain as an overlay and is therefore exempt from C.3 requirements.
- All improvements will occur in the existing City right-of-way
- No drainage system upgrades are planned as part of this project.
- Utility relocations are limited to lid and cover adjustments. If FDR or another deeper pavement rehabilitation method is selected, the project may require potholing to confirm the depths of existing utilities.

TASK 1. Project Administration and Coordination

Subtask 1.1. Project Development Team Meetings and Schedule

BENEN shall develop and facilitate the Project Development Team (PDT) meetings with representatives from subconsultants and appropriate City staff as determined by the City. BENEN shall prepare all meeting agendas and meeting minutes and distribute these to the Project Team. BENEN shall provide a Project schedule, using Microsoft Project, showing the activities and milestones outlined in our Project scope. The activities will show beginning and ending dates, duration, and dependency on other tasks. BENEN shall identify the critical path elements to keep the Project delivery on schedule. The schedule will be refined and maintained on a regular basis and as decisions are made throughout the life of the Project.

ASSUMPTIONS:

- A total of six (6) meetings including kick-off meetings

DELIVERABLES:

- Schedule updates – Microsoft Project
- Meeting notices, agendas, minutes, and sign-in-sheets.

Subtask 1.2. Monthly Invoices and Status Reports

A draft status report will be submitted by BENEN for approval prior to the submittal of the first invoice. BENEN shall prepare and submit monthly invoices and status reports to the City. The status reports will include Project tasks completed, and deliverables submitted for that month's invoice. BENEN shall provide the City with a list of issues that may affect the Project design, budget, or schedule as soon as such issues are known. In addition, monthly invoices shall be accompanied by a budget summary indicating a task breakdown for budget, percent complete, spent to date, and remaining budget. Invoices will include employee rates, expenses per task, and a copy of any subconsultant invoices.

DELIVERABLES:

- Draft status report, monthly invoices, and status reports

Subtask 1.3. Quality Control

The team will prepare a quality control plan—utilizing both our existing internal controls and the guidelines set by the City—and we will provide technical resources necessary to ensure that deliverables are complete and meet the City's requirements. Reviews will be conducted by experienced staff who are not directly involved with the design or preparation of the deliverables. The review will be documented using a review form indicating the reviewer's name, date of the review, and the resolution of any comments. This task includes providing quality control reviews for the 30% submittal.

TASK 2. Utility Coordination

Subtask 2.1. Utility Investigations

For the 2026 Project, BENEN will send Utility "A" letters with a Project location/limit map and a City approved letter requesting verification of the location, size, and depth of each facility within the Project area. BENEN shall identify all public or private utilities that may be affected by the Project and identify any utilities requiring relocation. BENEN will also work with utility companies to determine the liability for relocation costs.

ASSUMPTIONS:

- No potholing is included in this phase of the project

DELIVERABLES:

- Utility tracking matrix

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Subtask 2.2. Utility Relocation Coordination

During final design, BENEN will request relocation plans from utility companies requiring adjustment/relocation. Relocation plans can be on a City plan sheet with a signature from the utility company. Once the owner concurs with the liability listed, the City will then issue a Utility "C" Letter that clearly defines the impacted facility, the owner's conflict resolution plan, estimated completion date, and liability.

BENEN will then send a copy of the Final Plans ("C" Plans) with the Utility "C" Letter directing the utility company to initiate relocation construction.

Should relocation of any private utility facilities be required, such as valve boxes, lids, covers, etc. it is assumed that there is a franchise agreement in place and that no utility agreements will be needed. BENEN will coordinate with private utility companies for proposed relocation within existing or new City right-of-way. In addition, it is assumed that no new water or sewer facilities will be constructed as part of the project.

ASSUMPTIONS:

- No utility agreements needed

DELIVERABLES:

- Utility "B" Letters
- Utility "C" Letters
- Summary of impacts and resolutions

TASK 3. Field Investigation and Document Research for Design

Subtask 3.1. Document Research

BENEN will map existing utility information and create the project utility base file.

DELIVERABLES:

- Utility Base Map in CAD

Subtask 3.2. Field Investigation

BENEN will field verify utility information and existing pavement conditions, measure flowline slopes for proposed curb ramp replacements, identify areas for sidewalk replacement, and identify areas for curb and gutter replacement.

ASSUMPTIONS:

- All work will be within the back of walk limits and City ROW. No topographic survey or boundary resolution is included in this scope.

DELIVERABLES:

- Flow line field notes

Subtask 3.3. 2026 Geotechnical Investigation

Based on the preliminary treatments indicated in the RFP, Geocon anticipates that mill and overlay, cape seal, and slurry seal will be the predominant rehabilitation methods. Patching and crack sealing may be sufficient for streets in good overall condition. Isolated dig-out repairs are also expected. The investigation will focus on roadway areas anticipated to be rehabilitated through mill and overlay.

If BENEN and Geocon determine that the preliminary treatment methods per the Pavement Management Report and tabulated in RFP Attachment A are not suitable options for pavement rehabilitation, alternative methods such as full depth reclamation (FDR) will be recommended. If FDR or other measures besides mill and overlay are selected for pavement rehabilitation, we will request a contract amendment to authorize additional field investigation, laboratory testing, and geotechnical consultation to evaluate and develop alternative recommendations, as applicable.

Geocon's investigation will include a field exploration program, laboratory testing, and the preparation of a formal report and related geotechnical consultation services. We propose the following scope of services:

- Perform a site reconnaissance to review project limits and site logistics, evaluate drill rig access and mark out core locations in the field for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48 hours (as required by law) prior to pavement coring operations.
- Provide traffic control measures during field operations as needed and/or in accordance with City of Milpitas encroachment permit requirements. As outlined above, Geocon has made assumptions regarding permit requirements and the level of traffic control that will be required by the City. They assume a typical two-man traffic control crew with associated cones and signage will be sufficient for their field exploration on Yellowstone Avenue and S. Park Victoria Drive, and basic cones and signage will be sufficient for their field exploration on the other residential roadways.

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- Retain the services of a California C-57 licensed driller to perform up to approximately 32 pavement cores to observe pavement section component thicknesses and visually classify subgrade soil type. Geocon will collect disturbed bulk samples of the subgrade soil for further laboratory testing. Geocon assumes their cores can be completed within three working days, during normal business hours, Monday through Friday. They have assumed they will be restricted to working hours of 9am to 3pm on Yellowstone Avenue and S. Park Victoria Drive, but that working hours from 8am to 5pm will be acceptable on other residential roadways.
- Upon completion, backfill the core holes with compacted soil and aggregate base cuttings. The holes will be capped with compacted cold patch asphalt or quick-set concrete dyed black.
- Perform laboratory tests on selected samples to evaluate pertinent geotechnical parameters. Laboratory testing assignments will be based on the soils conditions encountered in our field exploration; testing for gradation and plasticity is anticipated.
- Prepare formal correspondence with the results of their limited investigation. The report will include (but not be limited to) the following:
  - Site vicinity map
  - Site plans showing core locations
  - Tabulation of pavement section thickness and subgrade soil type at each core location
  - Core photographs
  - Laboratory test results
  - Opinions on the applicability of the tabulated mill and overlay thicknesses in the RFP.
- Geocon will submit a draft report for City review followed by an electronic copy (PDF format) of their final correspondence.

ASSUMPTIONS:

- City will provide a no-cost encroachment permit for the work.
- Work hour restrictions will not be more restrictive than detailed in our scope of services above.
- Permits beyond those discussed herein will not be required.
- Prevailing wage requirements will apply to our coring and traffic control subcontractors, and to our field engineer during coring operations.
- The scope of services detailed in this proposal does not include the evaluation or identification of environmental contamination.

DELIVERABLES:

- Draft and Final 2026 Geotechnical Investigation Report

Subtask 3.4. 2027 Geotechnical Investigation

Based on the preliminary treatments indicated in the RFP, Geocon anticipates that mill and overlay, cape seal, and slurry seal will be the predominant rehabilitation methods. Patching and crack sealing may be sufficient for streets in good overall condition. Isolated dig-out repairs are also expected. The investigation will focus on roadway areas anticipated to be rehabilitated through mill and overlay.

If BENEN and Geocon determine that the preliminary treatment methods per the Pavement Management Report and tabulated in RFP Attachment A are not suitable options for pavement rehabilitation, alternative methods such as full depth reclamation (FDR) will be recommended. If FDR or other measures besides mill and overlay are selected for pavement rehabilitation, we will request a contract amendment to authorize additional field investigation, laboratory testing, and geotechnical consultation to evaluate and develop alternative recommendations, as applicable.

Geocon's investigation will include a field exploration program, laboratory testing and the preparation of a formal report and related geotechnical consultation services. We propose the following scope of services:

- Perform a site reconnaissance to review project limits and site logistics, evaluate drill rig access and mark out core locations in the field for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48 hours (as required by law) prior to pavement coring operations.
- Provide traffic control measures during field operations as needed and/or in accordance with City of Milpitas encroachment permit requirements. As outlined above, we have made assumptions regarding permit requirements and the level of traffic control that will be required by the City. We have assumed a typical two-man traffic control crew with associated cones and signage will be sufficient for our field exploration on Santa Rita Avenue, Dundee Avenue, and Paseo Refugio, and basic cones and signage will be sufficient for our field exploration on the other residential roadways.
- Retain the services of a California C-57 licensed driller to perform up to approximately 22 pavement cores to observe pavement section component thicknesses and visually classify subgrade soil type. We will collect bulk samples of the subgrade soil for further laboratory testing. We have assumed our cores can be completed within

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two working days, during normal business hours, Monday through Friday. We have assumed we will be restricted to working hours of 9am to 3pm on Santa Rita Avenue, Dundee Avenue, and Paseo Refugio, but that working hours of 8am to 5pm will be acceptable on other residential roadways.

- Upon completion, backfill the core holes with compacted soil and aggregate base cuttings. The holes will be capped with compacted cold patch asphalt or quick-set concrete dyed black.
- Perform laboratory tests on selected samples to evaluate pertinent geotechnical parameters. Laboratory testing assignments will be based on the soils conditions encountered in our field exploration; testing for gradation and plasticity is anticipated.
- Prepare a formal correspondence with the results of our limited investigation. The report will include (but not be limited to) the following:
  - Site vicinity map
  - Site plans showing core locations
  - Tabulation of pavement section thickness and subgrade soil type at each core location
  - Core photographs
  - Laboratory test results
  - Opinions on the applicability of the tabulated mill and overlay thicknesses in the RFP.
- Geocon will submit a draft report for your review followed by an electronic copy (PDF format) of our final correspondence.

ASSUMPTIONS:

- City will provide no-cost encroachment permit for the work.
- Work hour restrictions will not be more restrictive than detailed in our scope of services above.
- Permits beyond those discussed herein will not be required.
- Prevailing wage requirements will apply to our coring and traffic control subcontractors, and to our field engineer during coring operations.
- The scope of services detailed in this proposal does not include the evaluation or identification of environmental contamination.

DELIVERABLES:

- Draft and Final 2027 Geotechnical Investigation Report

Subtask 3.5. 2028 Geotechnical Investigation

Based on the preliminary treatments indicated in the RFP, Geocon anticipates that mill and overlay, cape seal, and slurry seal will be the predominant rehabilitation methods. Patching and crack sealing may be sufficient for streets in good overall condition. Isolated dig-out repairs are also expected. The investigation will focus on roadway areas anticipated to be rehabilitated through mill and overlay.

If BEN|EN and Geocon determine that the preliminary treatment methods per the Pavement Management Report and tabulated in RFP Attachment A are not suitable options for pavement rehabilitation, alternative methods such as full depth reclamation (FDR) will be recommended. If FDR or other measures besides mill and overlay are selected for pavement rehabilitation, we will request a contract amendment to authorize additional field investigation, laboratory testing, and geotechnical consultation to evaluate and develop alternative recommendations, as applicable.

Geocon's investigation will include a field exploration program, the preparation of a formal report and related geotechnical consultation services. We propose the following scope of services:

- Perform a site reconnaissance to review project limits and site logistics, evaluate drill rig access and mark out core locations in the field for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48 hours (as required by law) prior to pavement coring operations.
- Provide traffic control measures during field operations as needed and/or in accordance with City of Milpitas encroachment permit requirements. As outlined above, we have made assumptions regarding permit requirements and the level of traffic control that will be required by the City. We have assumed a typical two-man traffic control crew with associated cones and signage will be sufficient for our field exploration on N. Abbott Avenue, Marylinn Drive, and Dixon Landing Road, and basic cones and signage will be sufficient for our field exploration on the other residential roadways.
- Retain the services of a California C-57 licensed driller to perform up to approximately 26 pavement cores to observe pavement section component thicknesses and visually classify subgrade soil type. We will collect disturbed bulk samples of the subgrade soil for further laboratory testing. We have assumed our cores can be completed within two working days, during normal business hours, Monday through Friday. We have assumed we will be restricted to working hours of 9am to 3pm on N. Abbott Avenue and Dixon Landing Road, but that working hours of 8am to 5pm will be acceptable on other residential roadways.

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- Upon completion, backfill the core holes with compacted soil and aggregate base cuttings. The holes will be capped with compacted cold patch asphalt or quick-set concrete dyed black.
- Perform laboratory tests on selected samples to evaluate pertinent geotechnical parameters. Laboratory testing assignments will be based on the soils conditions encountered in our field exploration; testing for gradation and plasticity is anticipated.
- Prepare a formal correspondence with the results of our limited investigation. The report will include (but not be limited to) the following:
  - Site vicinity map
  - Site plans showing core locations
  - Tabulation of pavement section thickness and subgrade soil type at each core location
  - Core photographs
  - Laboratory test results
  - Opinions on the applicability of the tabulated mill and overlay thicknesses in the RFP.
- We will submit a draft report for your review followed by an electronic copy (PDF format) of our final correspondence.

ASSUMPTIONS:

- City will provide no-cost encroachment permit for the work.
- Work hour restrictions will not be more restrictive than detailed in our scope of services above.
- Permits beyond those discussed herein will not be required.
- Prevailing wage requirements will apply to our coring and traffic control subcontractors, and to our field engineer during coring operations.
- The scope of services detailed in this proposal does not include the evaluation or identification of environmental contamination.

DELIVERABLES:

- Draft and Final 2028 Geotechnical Investigation Report

TASK 4. Planning Design

Subtask 4.1. 2026 30% Concepts and Estimate

BENEN will coordinate with the City to confirm the proposed Project improvements, including the pavement rehabilitation method recommended strategies, limits of the sidewalk, curb, and gutter replacement, utility adjustments, concrete repairs, and right-of-way considerations, to develop Geometric Approval Drawings (GAD). The GADs will be prepared as a roll plot. BENEN will also verify existing traffic signal information and evaluate the need to add Accessible Pedestrian Signals (APS) at the following intersections:

- Yellowstone Avenue and Landess Avenue
- Yellowstone Avenue and Westridge Drive
- Yellowstone Avenue and S. Park Victoria Drive
- Yosemite Drive and S. Park Victoria Drive

DELIVERABLES:

- Draft GAD – PDF roll plot (36" wide)
- Final GAD – PDF roll plot (36" wide)
- Estimate of Probable Construction Costs at 30% level

Subtask 4.2. 2027 and 2028 30% Concepts and Estimate

BENEN will work with the City to confirm the proposed Project improvements and develop Geometric Approval Drawings (GAD). The GADs will be prepared as a roll plot.

DELIVERABLES:

- Draft GAD – PDF roll plot (36" wide)
- Final GAD – PDF roll plot (36" wide)
- Estimate of Probable Construction Costs at 30% level
- Identify priorities to assess feasibility to align with available funding
- Graphics and estimates to support funding applications for grant opportunities

TASK 5. 2026 Construction Documents

Subtask 5.1. 2026 60% Plans and Estimate (P&E)

Based on approved Preliminary Engineering Plans, the BENEN team will prepare 60% P&E utilizing AutoCAD, City of Milpitas Design Standards, and applicable codes. Construction Drawings shall include:

- Title Sheet with General Notes, Legend, Abbreviations, Site Map, and Sheet Index
- Typical Cross Sections
- Layouts

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- Construction Details
- Pavement Delineation and Sign Plans
- Traffic Signal Plans and Details
- Blueprint for a Clean Bay (provided by City)

Layouts will be prepared at a scale not smaller than 1" = 20'.

DELIVERABLES:

- PDF copy of the Plans and Estimate
- Excel copy of Estimate

Subtask 5.2. 2026 90% Plans, Specifications, and Estimate (PS&E)

BENEN will respond to comments and prepare/submit plans, specifications, and estimates to the City for review and comment as detailed above. Specifications will be prepared using a City provided standard front-end document and in CSI format.

DELIVERABLES:

- PDF copy of the Plans, Specifications, and Estimate
- Excel copy of Estimate
- Word copy of Specifications
- Response to Comments Matrix

Subtask 5.3. 2026 Final PS&E

BENEN will respond to comments, prepare and submit Plans, Specifications, and Estimate to the City for review and comment as detailed above. The final submittal plan will be on mylar, stamped and signed by a California-registered PE.

DELIVERABLES:

- PDF copy of the Plans (22"x 34"), Specifications, and Estimate
- Two (2) full size paper copies of plans, wet signed
- Two (2) copies of Specifications, wet signed
- AutoCAD copy of Plans
- Excel copy of Estimate
- Word copy of Specifications
- Response to Comments Matrix

TASK 6. 2026 Bid Support

BENEN will provide senior staff to assist the City with addressing bidder questions, attend the pre-bid meeting, and provide design support for addenda during the bidding phase.

ASSUMPTIONS:

- One (1) pre-bid meeting.

TASK 7. 2026 Construction Support (OPTIONAL)

Subtask 7.1. Design Support During Construction

BENEN will provide senior staff to assist the City with RFIs, address questions, review submittals, attend meetings, and make project site reviews during the construction phase.

BENEN will also prepare as-built drawings from notes and markups from the contractor and Ghirardelli's Resident Engineer.

ASSUMPTIONS:

- Four (4) RFIs and four (4) field site visits.

DELIVERABLES:

- PDF and AutoCAD versions of the as-built plans

Subtask 7.2. Pre-Construction Services

Ghirardelli's Resident Engineer will organize a pre-construction conference with the Contractor, subcontractors, City staff, Designer, construction management (CM) team members, and other interested parties to discuss the project and the work involved. This conference will provide a forum for answering questions from the Contractor and other interested parties as well as address issues and coordinate tasks that need to be performed before work commences. Ghirardelli's Resident Engineer will prepare an agenda and meeting minutes.

Subtask 7.3. Construction Services

Ghirardelli's Resident Engineer will manage the day-to-day administration of the project. The Resident Engineer, as appropriate, will be the first point of contact with the Contractor, representing the City and the construction management team. The Resident Engineer will:

- Prepare letters to the Contractor giving formal direction and instruction, when necessary
- Coordinate with the City, providing informational updates and requesting input, as needed
- Manage and perform project inspection

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- Document progress and operations with daily photographs
- Coordinate, manage and review materials sampling and testing activities
- Monitor project safety and verify compliance with laws, orders, and regulations
- Review labor compliance documents
- Prepare punch lists, as necessary

Contract Administration: Ghirardelli's Resident Engineer will review and respond to submittals and RFIs in coordination with the City's Project Manager; review and monitor the Contractor's schedule; coordinate the review of traffic control plans and inspection of traffic control measures; review the Contractor's compliance with all permits, stormwater regulations and permits (SWPPP), and environmental documents; review the Contractor's compliance with health and safety standards and regulations and reporting of non-compliance; and monitor record documents to ensure proper maintenance and completion by the Contractor. At the conclusion of each week's work, a Weekly Statement of Working Days (WSWD) will be submitted to both the Contractor and City staff.

Project Coordination/Meetings: Ghirardelli's Resident Engineer will hold weekly meetings with the Contractor, City staff and other interested parties. The Resident Engineer will prepare and distribute weekly project meeting agendas and minutes to attendees. Our Resident Engineer will be in close communication with the City Project Manager to coordinate project issues and keep the City informed regarding the project status.

Ghirardelli will also coordinate with utility agencies and other third parties and arrange meetings for specific issues, as needed.

Scheduling: Ghirardelli's Resident Engineer will review the Contractor's baseline schedule and determine its conformance with the plans and specifications. We will also review the monthly schedule updates and look ahead schedules to verify that the project is on schedule. Any slippage will be discussed with the contractor and the City Project Manager so that action can be taken to minimize delays to project completion.

Monthly Progress Payments: Ghirardelli will prepare a progress payment estimate each month and will include the quantity and amount to pay, quantity and amount paid to date, and the quantity and amount remaining for each contract item and change order. We will submit source documents justifying the quantities to be paid with each progress estimate.

The Resident Engineer and inspection staff will prepare source documents for payment for work performed for each item listed in the Engineer's Estimate. These source documents will include calculations, field measurements, and counts to document the exact quantity(s) of item work performed each progress pay period. These source documents will be filed in the project records and will be the basis for payment as well as the auditable permanent project records.

Submittals and RFIs: Our Resident Engineer will review Submittals and RFIs and coordinate with the City Project Manager and the Designer to respond in a timely manner. By Ghirardelli's close monitoring of and coordinating the response to Submittals and RFIs, we will help to prevent potential project delays and impacts. Document logs will be maintained for correspondence, submittals/shop drawings, RFIs, RFCs, change orders, and disputes and potential claims.

Construction Inspection: Close adherence to the plans, details, and all applicable specifications is required to properly construct and administer the project. Inspection activities include, but are not limited to, maintaining continuous City coordination, issuing notices of non-compliance, maintaining strict adherence to all local policies, conducting a daily review of the construction operations, and adhering to all applicable contract specifications and standards to include City, State and Federal.

Ghirardelli's Inspector will prepare a daily report for each construction day. The inspector's daily reports (including the reports from material testers) will be provided to the Resident Engineer. This information will be used for the preparation and evaluation of the monthly progress estimates, non-compliance issues, construction delays, compliance tests, CPM schedule review, liquidated damages, and claims. The daily reports will include the following information:

- Date, project identification, contractor's name, subcontractor's name(s), and time of inspections.
- Conditions (weather, moisture, soil, etc.): Any inclement weather conditions that hampered or delayed the contractor's operations
- Activities detail: Scheduled activities including starting and completion dates; bid item numbers of all activities should be listed in the daily report
- Difficulties encountered by the contractor
- Construction issues (disputes, questions in the field, etc.)
- Deficiencies and violations (including construction work, safety, labor, etc.)
- Major material and equipment deliveries to the site (type, quantity, means of delivery, and condition of materials)
- Record of manpower, construction equipment, and materials testing locations and results

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Change Orders: Ghirardelli's Resident Engineer will prepare Change Orders, as necessary, in accordance with the Caltrans Construction Manual, Caltrans Local Assistance Procedures Manual and the City's Project Manager's instructions. Change Order approval or Authority to Proceed will be secured from the City before any work of the change is performed.

Materials Sampling and Testing (Field and Lab):

Geocon will provide the following for construction support:

- Provide geotechnical consultation as needed during project construction including reviewing and responding to submittals and RFIs.
- Review the streets scheduled for rehabilitation and mark out locations for dig-out repairs in the field. We have assumed our marking can be completed within two working days, during normal business hours, Monday through Friday.
- Ghirardelli's Inspector will coordinate materials sampling and testing services with the City's designated materials firm. All materials testing (field and laboratory) will be performed at the frequency established by the contract documents including the City's Quality Assurance Plan (QAP). Ghirardelli's Inspector will review the test reports for compliance and maintain the required documentation, including a non-conformance log to assure that all failed tests are retested until meeting compliance.

Subtask 7.4. Post-Construction Services

Ghirardelli will work closely with the Designer, City staff and other stakeholders to help to ensure that the project closeout proceedings are performed quickly, accurately and consistently, in accordance with all pertinent policies and procedures. We will review and monitor the Contractor's submittal information respective to the closeout, such as "as-built" information, punch list preparation, final progress payment, warranties, guarantees, etc. Our inspector will perform a final inspection and ensure all items from the punch list are completed.

Ghirardelli's Resident Engineer and Inspector will provide City staff with an original set of construction documents, cataloged in accordance with the Caltrans file management system, which includes all documented correspondence, diaries, reports, photos, correspondence, contract documents, labor compliance, materials, material tests, change orders, progress payment and survey records, etc. for storage by the City. All contract documents will be digitized and filed electronically.

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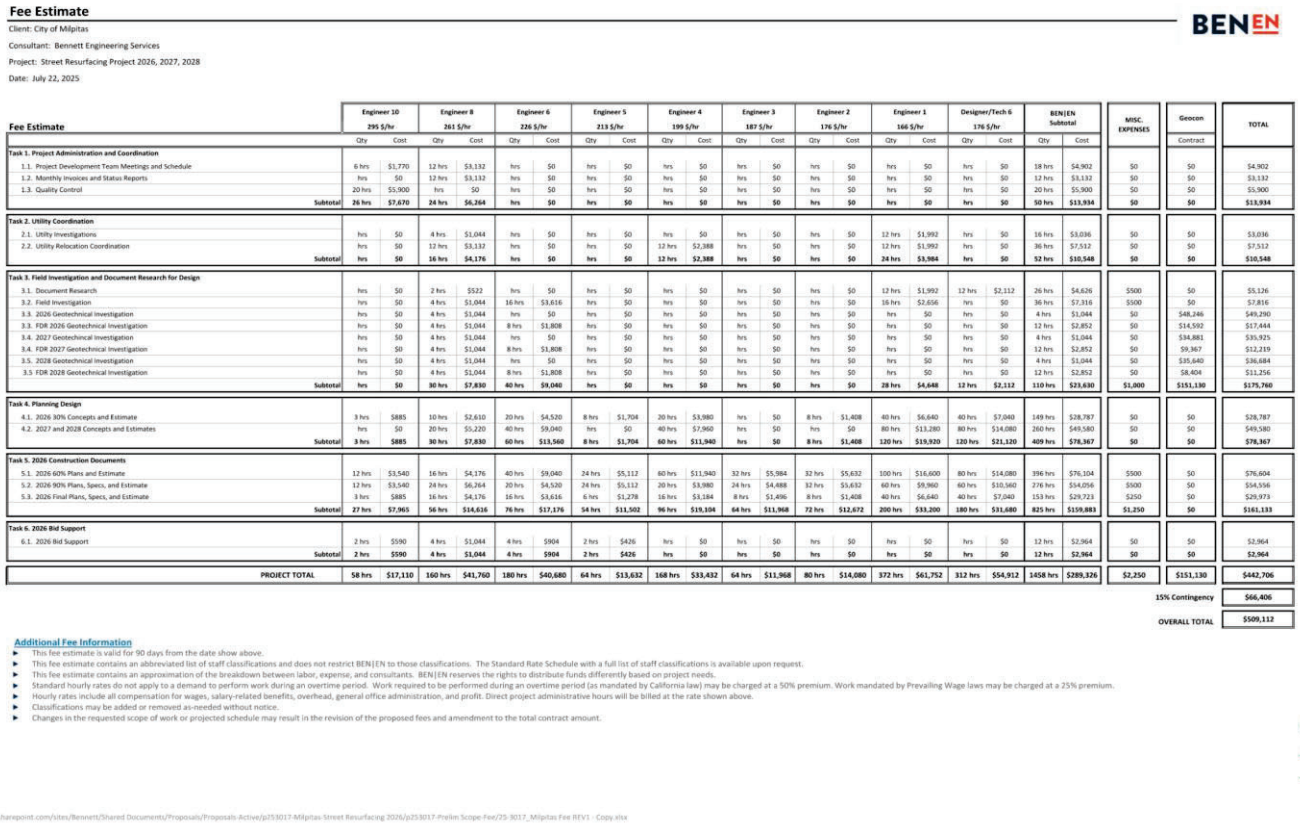
EXHIBIT "B"

FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Designer will invoice City on a monthly cycle based on the following fee schedule. Designer will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Designer will inform City regarding any out-of-scope work being performed by Designer for which Designer intends to seek compensation from City.

See Fee Schedule below:



Fee Estimate

Client: City of Milpitas

Consultant: Bennett Engineering Services

Project: Street Resurfacing Project 2026, 2027, 2028

Date: July 22, 2025

BENEN

Fee Estimate	Engineer 10 295 $/hr		Engineer 8 261 $/hr		Engineer 6 226 $/hr		Engineer 5 213 $/hr		Engineer 4 199 $/hr		Engineer 3 187 $/hr		Engineer 2 176 $/hr		Engineer 1 166 $/hr		Designer/Tech 6 176 $/hr		BEN|EN Subtotal		MISC. EXPENSES	Geocon	TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		Contract	
Task 1. Project Administration and Coordination																							
1.1. Project Development Team Meetings and Schedule	6 hrs	$1,770	12 hrs	$3,132	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	18 hrs	$4,902	$0	$0	$4,902
1.2. Monthly Invoices and Status Reports	hrs	$0	12 hrs	$3,132	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	12 hrs	$3,132	$0	$0	$3,132
1.3. Quality Control	20 hrs	$5,900	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	20 hrs	$5,900	$0	$0	$5,900
Subtotal	**26 hrs**	**$7,670**	**24 hrs**	**$6,264**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**50 hrs**	**$13,934**	**$0**	**$0**	**$13,934**
Task 2. Utility Coordination																							
2.1. Utility Investigations	hrs	$0	4 hrs	$1,044	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	12 hrs	$1,992	hrs	$0	16 hrs	$3,036	$0	$0	$3,036
2.2. Utility Relocation Coordination	hrs	$0	12 hrs	$3,132	hrs	$0	hrs	$0	12 hrs	$2,388	hrs	$0	hrs	$0	12 hrs	$1,992	hrs	$0	36 hrs	$7,512	$0	$0	$7,512
Subtotal	**hrs**	**$0**	**16 hrs**	**$4,176**	**hrs**	**$0**	**hrs**	**$0**	**12 hrs**	**$2,388**	**hrs**	**$0**	**hrs**	**$0**	**24 hrs**	**$3,984**	**hrs**	**$0**	**52 hrs**	**$10,548**	**$0**	**$0**	**$10,548**
Task 3. Field Investigation and Document Research for Design																							
3.1. Document Research	hrs	$0	2 hrs	$522	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	12 hrs	$1,992	12 hrs	$2,112	26 hrs	$4,626	$500	$0	$5,126
3.2. Field Investigation	hrs	$0	4 hrs	$1,044	16 hrs	$3,616	hrs	$0	hrs	$0	hrs	$0	hrs	$0	16 hrs	$2,656	hrs	$0	36 hrs	$7,316	$500	$0	$7,816
3.3. 2026 Geotechnical Investigation	hrs	$0	4 hrs	$1,044	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	4 hrs	$1,044	$0	$48,246	$49,290
3.3. FDR 2026 Geotechnical Investigation	hrs	$0	4 hrs	$1,044	8 hrs	$1,808	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	12 hrs	$2,852	$0	$14,592	$17,444
3.4. 2027 Geotechnical Investigation	hrs	$0	4 hrs	$1,044	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	4 hrs	$1,044	$0	$34,881	$35,925
3.4. FDR 2027 Geotechnical Investigation	hrs	$0	4 hrs	$1,044	8 hrs	$1,808	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	12 hrs	$2,852	$0	$9,367	$12,219
3.5. 2028 Geotechnical Investigation	hrs	$0	4 hrs	$1,044	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	4 hrs	$1,044	$0	$35,640	$36,684
3.5 FDR 2028 Geotechnical Investigation	hrs	$0	4 hrs	$1,044	8 hrs	$1,808	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	12 hrs	$2,852	$0	$8,404	$11,256
Subtotal	**hrs**	**$0**	**30 hrs**	**$7,830**	**40 hrs**	**$9,040**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**28 hrs**	**$4,648**	**12 hrs**	**$2,112**	**110 hrs**	**$23,630**	**$1,000**	**$151,130**	**$175,760**
Task 4. Planning Design																							
4.1. 2026 30% Concepts and Estimate	3 hrs	$885	10 hrs	$2,610	20 hrs	$4,520	8 hrs	$1,704	20 hrs	$3,980	hrs	$0	8 hrs	$1,408	40 hrs	$6,640	40 hrs	$7,040	149 hrs	$28,787	$0	$0	$28,787
4.2. 2027 and 2028 Concepts and Estimates	hrs	$0	20 hrs	$5,220	40 hrs	$9,040	hrs	$0	40 hrs	$7,960	hrs	$0	hrs	$0	80 hrs	$13,280	80 hrs	$14,080	260 hrs	$49,580	$0	$0	$49,580
Subtotal	**3 hrs**	**$885**	**30 hrs**	**$7,830**	**60 hrs**	**$13,560**	**8 hrs**	**$1,704**	**60 hrs**	**$11,940**	**hrs**	**$0**	**8 hrs**	**$1,408**	**120 hrs**	**$19,920**	**120 hrs**	**$21,120**	**409 hrs**	**$78,367**	**$0**	**$0**	**$78,367**
Task 5. 2026 Construction Documents																							
5.1. 2026 60% Plans and Estimate	12 hrs	$3,540	16 hrs	$4,176	40 hrs	$9,040	24 hrs	$5,112	60 hrs	$11,940	32 hrs	$5,984	32 hrs	$5,632	100 hrs	$16,600	80 hrs	$14,080	396 hrs	$76,104	$500	$0	$76,604
5.2. 2026 90% Plans, Specs, and Estimate	12 hrs	$3,540	24 hrs	$6,264	20 hrs	$4,520	24 hrs	$5,112	20 hrs	$3,980	24 hrs	$4,488	32 hrs	$5,632	60 hrs	$9,960	60 hrs	$10,560	276 hrs	$54,056	$500	$0	$54,556
5.3. 2026 Final Plans, Specs, and Estimate	3 hrs	$885	16 hrs	$4,176	16 hrs	$3,616	6 hrs	$1,278	16 hrs	$3,184	8 hrs	$1,496	8 hrs	$1,408	40 hrs	$6,640	40 hrs	$7,040	153 hrs	$29,723	$250	$0	$29,973
Subtotal	**27 hrs**	**$7,965**	**56 hrs**	**$14,616**	**76 hrs**	**$17,176**	**54 hrs**	**$11,502**	**96 hrs**	**$19,104**	**64 hrs**	**$11,968**	**72 hrs**	**$12,672**	**200 hrs**	**$33,200**	**180 hrs**	**$31,680**	**825 hrs**	**$159,883**	**$1,250**	**$0**	**$161,133**
Task 6. 2026 Bid Support																							
6.1. 2026 Bid Support	2 hrs	$590	4 hrs	$1,044	4 hrs	$904	2 hrs	$426	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	12 hrs	$2,964	$0	$0	$2,964
Subtotal	**2 hrs**	**$590**	**4 hrs**	**$1,044**	**4 hrs**	**$904**	**2 hrs**	**$426**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**12 hrs**	**$2,964**	**$0**	**$0**	**$2,964**
PROJECT TOTAL	**58 hrs**	**$17,110**	**160 hrs**	**$41,760**	**180 hrs**	**$40,680**	**64 hrs**	**$13,632**	**168 hrs**	**$33,432**	**64 hrs**	**$11,968**	**80 hrs**	**$14,080**	**372 hrs**	**$61,752**	**312 hrs**	**$54,912**	**1458 hrs**	**$289,326**	**$2,250**	**$151,130**	**$442,706**
																						15% Contingency	**$66,406**
																						OVERALL TOTAL	**$509,112**

Additional Fee Information

- This fee estimate is valid for 90 days from the date show above.
- This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- This fee estimate contains an approximation of the breakdown between labor, expense, and consultants. BEN|EN reserves the rights to distribute funds differently based on project needs.
- Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) may be charged at a 50% premium. Work mandated by Prevailing Wage laws may be charged at a 25% premium.
- Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- Classifications may be added or removed as-needed without notice.
- Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.

INITIALS:

_____

_____

n://benen.sharepoint.com/sites/Bennett/Shared Documents/Proposals/Proposals-Active/p253017-Milpitas-Street Resurfacing 2026/p253017-Prelim Scope-Fee/25-3017_Milpitas Fee REV1 - Copy.xlsx

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EXHIBIT "C"

COMPENSATION RATES AND REIMBURSABLE EXPENSES

1. HOURLY COMPENSATION RATES.

BEN|EN

BENNETT ENGINEERING SERVICES

Professional Staff Rate Schedule | 2024/2025 Fiscal Year

Billing Classifications	Rate Class	Charge Rate
ENGINEER / SURVEYOR		
	10	$295
	9	$280
	8	$261
	7	$242
	6	$226
	5	$213
	4	$199
	3	$187
	2	$176
	1	$166

Billing Classifications	Rate Class	Charge Rate
DESIGNER/TECH		
	7	$190
	6	$176
	5	$157
	4	$139
	3	$124
	2	$111
	1	$97
PROJECT ADMINISTRATOR		
	5	$166
	4	$144
	3	$122
	2	$97
	1	$83

- Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) and subconsultant costs will be billed at cost plus fifteen percent (15%) for administration, coordination, and handling.
- Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium. Work mandated by Prevailing Wage laws will be charged accordingly.
- Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- Classifications may be added or removed as-needed without notice.
- Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- Rates are subject to change annually effective July 1, 2025.

Bennett Engineering Services | 2024 - 2025 Rate Schedule

2. REMURSIBLE EXPENSES

Not Applicable.

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EXHIBIT "D"

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Design Services Agreement.**

Designer shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Designer, its agents, representatives, employees or subcontractors.

Designer 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.

Designer shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Designer's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

___ Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

_X__ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

___ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

__X_ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Designer has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000.00 combined single limit for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than $5,000,000.00 combined single liit for bodily injury and property damage.

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___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Designer, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

_X__ Insurance appropriates to the Designer's profession, with limit no less than $1,000,000.00 per occurrence or claim, $2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than $1,000,000.00 per occurrence or claim, and $2,000,000.00 policy aggregate.

___ Insurance appropriates to the Designer's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

_X__ Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000.00 per accident for bodily injury or disease. *(Not required if Designer provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Pollution Legal Liability:

___ Designer's legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000.00 per occurrence or claim and $2,000,000.00 policy aggregate.

If the Designer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Designer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than $1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Designer in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy

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violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Designer shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

_X__ Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

___ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Designer may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

_X__ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

_X__ Waiver of Subrogation:

Designer hereby grants to City a waiver of any right to subrogation which any insurer of said Designer may acquire against the City by virtue of the payment of any loss under such insurance. Designer agrees to

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obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Designer, its employees, agents and subcontractors.

___ **Completed Operations**

For Construction Agreements, Designer shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Designer fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Designer.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Designer to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Designer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Designer must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

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4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Designer's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Designer's Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Designer shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Designer shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Designer and City in the same manner and to the same extent as Designer is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Designer shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Designer's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Designer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

BENEN_Design Services Agreement_CP4307_SR2026_UNSIGNED

Final Audit Report 2025-07-22

Created:	2025-07-22
By:	Theresa Allen (tallen@ben-en.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbpGUsaCQbbX2YamTX6cpwT8uPgsVIxnv

"BENEN_Design Services Agreement_CP4307_SR2026_UNSIGNED" History

Document created by Theresa Allen (tallen@ben-en.com)
2025-07-22 - 10:56:35 PM GMT

Document emailed to Leo Rubio (lrubio@ben-en.com) for signature
2025-07-22 - 10:56:45 PM GMT

Email viewed by Leo Rubio (lrubio@ben-en.com)
2025-07-22 - 10:58:31 PM GMT

Document e-signed by Leo Rubio (lrubio@ben-en.com)
Signature Date: 2025-07-22 - 10:59:42 PM GMT - Time Source: server

Agreement completed.
2025-07-22 - 10:59:42 PM GMT

Docusign Envelope ID: 24F08EC7-7474-4BDA-A907-A51843465273

Business Search

*The California Business Search provides access to available information for **corporations**, **limited liability companies** and **limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.*

*Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.*

Basic Search

*A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, **a basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search*

BENNETT ENGINEERING SERVICES INC (3058002)

File Amendment | File Statement of Information | Request Certificate

Initial Filing Date	12/18/2007
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	1082 SUNRISE AVE STE 100 ROSEVILLE, CA 95661
Mailing Address	1082 SUNRISE AVE STE 100 ROSEVILLE,CA95661
Statement of Info Due Date	12/31/2025
Agent	Individual JENNIFER GOODWIN 1082 SUNRISE AVE STE 100 ROSEVILLE, CA 95661

View History | Request Access

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Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Bennett Engineering Services Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1082 Sunrise Ave Ste 100

Requester's name and address (optional)

6 City, state, and ZIP code
Roseville, CA 95661

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–				

or

Employer identification number
2	6	–	1	3	8	8	5	1	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** February 27, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

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Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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City of Milpitas

Insurance Requirement Checklist

Vendor: Bennett Engineering Services, Inc.

All of the standard insurance requirements for the City of Milpitas are contained in the BBK contract documents. Those items that are required are marked with an "X" but vary per contract. All items so marked must be met unless specifically exempted in writing by the Risk Manager. Insurance coverage required by the City varies depending on the contract; carefully read the contract to be sure all the necessary endorsements are included below.

X if required √ Check Mark if supplied

		General Liability		Auto Liability		Workers Comp		Professional Liability***	
	Proof of Liability on Policy	X	✔	X	✔	X	✔	X	✔
	Endorsement Required								
1	Additional Insured**	* X	✔	* X	✔				
2	Completed Operations***	*		*					
3	Contractors Insurance shall be:							Additional Engineering Requirements	
	Primary	* X	✔	*					
	Non-Contrib.	* X	YES	*	YES				
4	Waiver of Subrogation	* X	✔	* X	✔	* X	✔		
5	Notice of Cancellation	* X	✔	* X	✔	* X	✔		

Other: | Other: | Other: | Other: | Other:

* Most commonly required for BBK agreements and contracts
** Additional Insured language must be stated as follows: "The City, its elected and appointed officials, officers, attorneys, agents, employees and volunteers."
*** Required for all Engineering projects

Exceptions:

Prepared By: Mohit Chaudhary Date: 7/18/25

Reviewed By: Mohit Chaudhary Date: 7/18/25

Approved By: **Shruti Shah** Date: 7/22/25

Note:
Most insurance companies will provide certificates and endorsement for the requirements listed above, but frequently not until specifically asked. The city always prefers stand-alone endorsements. However, depending on the insurance company, it may be their practice to issue a standardized blanket endorsement form/document(s). Alternatively, they may submit excerpts from a policy document, this is also acceptable to the City. However, be sure to ask the company to put the specific policy number on the document and clearly mark the specific clause(s) that reflect each endorsement and to send you those pages only, or you will likely wind up with a 50-page policy and no easy way to determine which clauses apply to the certificate.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** ACEC Certificates **PHONE (A/C, No, Ext):** 770.552.4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** aceccertificates@greyling.com
INSURED Bennett Engineering Services Inc 1082 Sunrise Ave, Suite 100 Roseville CA 95661	BENNENGI

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of CT	25682
INSURER B : Westfield Specialty Insurance Company	16992
INSURER C : The Travelers Indemnity Company	25658
INSURER D : Colony Insurance Company	39993
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 753066658 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6807P093267	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA3R341051	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			AR6462478	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB00A7411942	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			ADP0000317	1/1/2025	1/1/2026	Per Claim Aggregate	$3,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and/or following are hereby included as Additional Insured(s) on the General Liability policy and coverage is provided on a Primary, Non-Contributory basis including a Waiver of Subrogation if required by written contract:
RE: 25-3017.
City and its elected and appointed officials, officers, attorneys, agents employees and volunteers are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

City of Milpitas

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Connelly

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c**. in **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e**. in **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

c. With respect to the independent acts or omissions of such person or organization; or

d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

f. This insurance does not apply to the rendering of or failure to render any "professional services".

g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-A7411942-25-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER. INCLUDING: ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ENGINEERING SERVICES

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 01-21-25 **ST ASSIGN:**

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PROFESSIONAL AND POLLUTION LIABILITY INSURANCE POLICY FOR DESIGN PROFESSIONALS

Insurer Westfield Specialty Insurance Company **Policy No**. ADP-0000317

IMPORTANT NOTICE

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS CLAIMS FIRST MADE AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD (IF APPLICABLE). THIS POLICY IMPOSES A DUTY TO DEFEND ON THE INSURER. THE LIMITS OF LIABILITY AVAILABLE TO PAY LOSS SHALL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE COSTS.

PLEASE READ THIS POLICY CAREFULLY.

Item 1. **Named Insured and Address:**
Bennett Engineering Services, Inc.
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661

Item 2. **Policy Period:** From: 01/01/2025 To: 01/01/2026
12:01 a.m. local time at the address shown in Item 1.

Item 3. **Retroactive Date:** See AEP 01129 1123

Item 4. **Limits of Liability:**

(A) Each **Claim** Limit of Liability: $3,000,000

(B) Maximum Aggregate Limit of Liability: $4,000,000

Item 5. **Retentions:**

(A) Each **Claim** Retention: $10,000

(B) Aggregate Retention: $N/A

Item 6. **Premium:**

Item 7. **Notice to Insurer:**

(A) Notice of **Claim** or for Supplemental Coverages:

Westfield Insurance Company
One Park Circle Westfield, Ohio 44251
Attn: Specialty Claims Department
Email: WestfieldProClaims@westfieldgrp.com
Telephone: 1-800-243-0210

(B) All Other Notices:

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Westfield Insurance Company
One Park Circle Westfield, Ohio 44251
Attn: Specialty Underwriting Department
Email: WestfieldSpecialty@westfieldgrp.com
Telephone: 1-800-243-0210

Item 8. **Policy and Endorsements attached at inception:**

See AEP 01010 1123 Schedule of Forms and Endorsements

Item 9. **Extended Reporting Period:**

Twelve (12) months for one hundred percent (100%) of the full annual premium.
Twenty-four (24) months for one hundred fifty percent (150%) of the full annual premium.
Thirty-six (36) months for one hundred eighty-five percent (185%) of the full annual premium.
Sixty (60) months for two hundred fifty percent (250%) of the full annual premium.
Unlimited for three hundred percent (300%) of the full annual premium.

Date: 01/30/2025

Authorized Representative

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SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: ADP-0000317 [redacted]
Issued To: Bennett Engineering Services, Inc.
Policy Period: 01/01/2025 to 01/01/2026

WSP 70001 0622	OFAC Notice to Policyholders Westfield
WSP 70003 0622	Surplus Lines Notice
AEP 00100 1123	A&E Declarations Page
AEP 01010 1123	Schedule of Forms and Endorsements
AEP 00504 1123	California Amendatory Endorsement
AEP 01011 1123	Service of Suit
AEP 01129 1123	Amend Retroactive Dates (Split Dates for Increased Limits) Endorsement
AEP 01148 1123	Notice of Cancellation to Specified Certificate Holder Endorsement
AEP 01150 1123	Specific Project Limit of Liability (Claim Expenses Within Limit) Endorsement
AEP 01167 0624	Amend Privacy Breach Forensic Investigation Reimbursement Endorsement
AEP 00001 0724	Design Professionals Professional Pollution Policy Form

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CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve and Authorize the City Manager, or Designee, to Execute a Design Services Agreement with Bennett Engineering for Street Resurfacing Project 2026, CIP No. 4307 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**
Category:	Consent Calendar-Community Development
Meeting Date:	9/2/2025
Recommendation:	Approve and authorize the City Manager, or designee, to execute a Design Services Agreement with Bennett Engineering in an amount not to exceed $509,112 for the Street Resurfacing Project 2026, CIP No. 4307.

BACKGROUND:

The Traffic and Transportation Engineering Division within the Public Works Department is responsible for planning and managing the Citywide Street Resurfacing Program. The streets identified annually for the repair, rehabilitation, and/or reconstruction are based on the Pavement Technical Assessment Program (P-TAP) report developed by the Metropolitan Transportation Commission (MTC). The P-TAP report provides agencies with recommendations to optimize the pavement condition rating, and the use of funding received from the County and State, which includes Gas Tax, Measure B, SB1 RMRA, and Vehicle Registration Fee. According to the 2024 P-TAP report, the City's Pavement Condition Index (PCI) stands at 71, classified as "Good Condition" and above the Bay Area's average of 67. The City's goal is to maintain a minimum PCI rating of 70.

The Street Resurfacing Project 2026, CIP No. 4307 (Project) is included in the adopted 2026-2030 Capital Improvement Program to improve and enhance the accessibility and safety of streets for pedestrians, cyclists, and daily commuters. The Project provides for the design and construction of asphalt concrete improvements consisting of grind and overlay, cape, crack and slurry sealing, and spot repairs; concrete improvements including repairs to curb, gutter, and sidewalk and curb ramp replacement in compliance with the Americans with Disabilities Act; pedestrian improvements at adjacent signalized intersections; upgrades to the bike lanes according to the 2022 Trail, Pedestrian, Bicycle Master Plan; and reinstallation of striping and pavement delineation. Staff completed the design consultant selection process through a Request for Proposals in June of 2025 for the following scope of work and is ready to execute a Design Service Agreement. This scope of work is the same as approved by the Mayor and City Council as part of the adopted Capital Improvement Program budget on June 3, 2025:

- Design consultant to complete the design for construction of Street Resurfacing Project 2026. Planned streets include Yellowstone Avenue from South Park Victoria Drive to Landess Avenue; South Park Victoria Drive from Yosemite Drive to Yellowstone Avenue; Acadia Avenue; Glacier Avenue; Lassen Avenue; Olympic Drive; Platt Avenue and Court; Saratoga Avenue; and Big Basin Drive.

- Design consultant to complete planning for street resurfacing project in 2027 and 2028 to define project scopes to guide funding decisions. Planned neighborhoods under consideration include (but may be subject to change): (1) north of Peter Gill Memorial Park between Paseo Refugio, Escuela Parkway, Tramway Drive, and North Hillview Drive; and (2) North Abbott Avenue from Redwood Avenue to Heath Street and adjacent streets.

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ANALYSIS:

In accordance with City Municipal Code I-2-3.13 – Contracting for Consultant, a Request for Proposals (RFP 4307) was released on April 4, 2025, to seek a design consultant with expertise in providing planning, design, and construction services related to the street resurfacing program. The scope of work is described in the Design Service Agreement – Exhibit A (Attachment 1). It will include asphalt and concrete improvements, ADA curb ramp upgrades, signalized intersection improvements pertaining to detection cameras and pedestrian access, and updating striping and signage for bike lanes, travel lanes, and pedestrian areas.

The RFP was publicly posted on the City's eProcurement system, OpenGov Procurement, in accordance with the City Municipal Code I-2-3.09 - Request for Proposals Procedure. Upon release, 43 firms downloaded the RFP documents. Five (5) consultants submitted proposals by the published closing date of April 30, 2025.

The RFP was evaluated and scored according to the criteria outlined in the solicitation. Following the initial scoring, the two highest-ranked firms were invited to participate in an oral interview to discuss their proposal further, provide clarifications, and answer questions. Bennett Engineering was determined to be the best value proposer in accordance with the RFP evaluation criteria. Scores for the proposals are as follows:

Evaluation Criteria	Max Points	Bennett Engineering	Sanbell Bay Area	Kimley - Horn	Wilsey Ham	Pavement Engineering
Cover Letter	5	4.30	4.33	4.00	4.33	3.33
Company Profile	30	25.50	24.00	23.49	25.50	21.51
Execution Plan	30	26.10	25.50	23.49	23.01	18.99
References	5	4.35	4.33	3.50	3.50	3.50
Personnel Assigned	15	12.75	12.75	12.75	11.25	11.75
Proposed Compensation	15	13.50	10.50	12.00	9.00	9.00
Total Score	**100**	**86.50**	**81.41**	**79.23**	**76.59**	**68.08**

Next Step and Project Schedule

Upon City Council approval of the Design Service Agreement, Bennett Engineering will start the design of the Project in October 2025, which is anticipated to be completed by April of 2026. The construction is expected to begin in June/July of 2026. Construction is anticipated to require four months and should be completed by Fall of 2026. In addition, planning of the annual street resurfacing project for 2027 and 2028 is anticipated to be completed by the Spring of 2026 to start the design in the Summer of 2026.

Additional Street Resurfacing Program Project Status Updates

While not part of this design project, Dempsey Road will be resurfaced by the summer of 2026 following the completion of the Dempsey Road Water Main Replacement, CIP No. 7118. In addition, Great Mall Parkway Phase 2, CIP No. 4300 will be packaged with the Dempsey Road street resurfacing as the project was not selected to received grant funding from California Transportation Commission Local Partnership Program.

City Council awarded a construction contract on May 6, 2025 for Street Sealing Project 2024, CIP No. 4305, which is anticipated to be completed by the end of September 2025. The streets includes E. Calaveras Blvd. from I-680 to Evans Rd, N. Park Victoria Dr. from E. Calaveras to Jacklin Rd., Temple Ave. from East Calaveras Blvd. to Wylie Dr., Courtland Ct. & Ave., Jungfrau Ct., Bee Ct., Matterhorn Ct., Big Bear Ct., Hay Ct., Chewpon Ave. Beacon Dr., Canton Dr. from Roswell Drive and Bixby Drive, Lawton Dr., Roswell Dr. from Canton Dr. to the end of the cul-de-sac, and Sepulveda Ct.

POLICY ALTERNATIVE(S):

Alternative 1: Not approving the Design Service Agreement with Bennett Engineering.

Pros: None
Cons: The completion of design will be delayed by a minimum of six (6) months, missing the construction season of 2026. The construction of the Project will have to be postponed to 2027. The schedule for the planning of the annual street resurfacing projects in 2027 and 2028 will also be delayed, impacting the 5-year workplan of the Citywide Street Resurfacing Program.
Reason for Not Recommending: The Project is critical to maintaining the City's goal of its overall Pavement Condition Index (PCI) of 70 and long-term pavement performance. Postponing the design for the Project in 2026 and planning of 2027 and 2028 will impact the 5-year workplan of the Citywide Street Resurfacing Program, the overall Pavement Condition Index, and delay making needed improvements for streets in need.

FISCAL IMPACT:
As of July 31, 2025, the available funding in Street Resurfacing Project 2026, CIP No. 4307 is $4,956,235, which is funded by Measure B, SB1 RMRA, and the Vehicle Registration Fee. There is sufficient funding allocated to the project for this Design Service Agreement with Bennett Engineering in an amount not to exceed $509,112.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The Project entails the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The project further entails replacement or reconstruction of existing facilities where the new facilities will be located on the same site as the facilities replaced and will have substantially the same purpose and capacity as the structure replaced and are exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15302. A Notice of Exemption will be filed with the County of Santa Clara prior to the award of construction contract.

ATTACHMENT(S):
(a) Design Services Agreement

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REGULAR MEETING OF THE MILPITAS CITY COUNCIL

SUMMARY

TUESDAY, SEPTEMBER 2, 2025

AB 2449

Approved a remote appearance by Councilmember Chua pursuant to the AB2449 Emergency Circumstance.

Motion/Second: Vice Mayor Barbadillo / Mayor Montano
Vote: 5-0

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATOR

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

(b) CONFERENCE WITH LEGAL COUNSEL

Pursuant to Government Code Section 54956.9(d)(1)
Existing Litigation: *Steven Fox vs. City of Milpitas*, WCAB Case No. ADJ18132318

PRESENTATION OF THE COLORS and PLEDGE OF ALLEGIANCE

Mayor Montano welcomed Troop 0164 from Christ Community Church of Milpitas to present the colors and lead the Pledge of Allegiance.

The troop presented the colors and led the Pledge of Allegiance.

PUBLIC FORUM

There were the following public speakers:
1. Voltaire Montemayor

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 September 2025.

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Vote: 5-0.

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

Approved City Council Meeting minutes of August 12 and 19, 2025.

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Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Vote: 5-0.

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.

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Vote: 5-0.

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.

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Vote: 5-0.

5. Consider Opting into Settlement Agreements with Purdue Pharma L.P. and the Sackler Family (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3050; and Christopher Creech, Acting City Attorney, 408-586-3040)

Opted into settlement agreement with manufacturers of opioids, Purdue Pharma L.P. and the Sackler Family, whereby the County of Santa Clara will receive the City's designated share of settlement funds and directed and authorized the City Manager to execute the settlement agreement and any documents necessary to implement the action.

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Vote: 5-0.

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

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

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Vote: 5-0.

7. Adopt Ordinance No. 65.155 for 2025 California Building Codes with Amendments (Staff Contact: Bill Tott, Building Official, 408-586-3263)

Waivee the second reading and adopted **Ordinance No.65.155** amending Chapters 3, 3.5, 4, 5, 6,7,10,11,14,16,19, and 150 of Title II of the Milpitas Municipal Code relating to adopting by reference the 2025 California Building Code, 2025 California Residential Code, 2025 California Mechanical Code, 2025 California Electrical Code, 2025 California Plumbing Code, 2025 California Energy Code, 2025 California Green Building Standards Code, 2025 California Wildland Urban Interface Code, 2025 California Existing Building Code, 2025 California Historical Building Code, 2025 Referenced Standards Code, 2024 International Property Maintenance Code, and 2024 International Swimming Pool and Spa Code, with amendments.

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Vote: 5-0.

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8. Adopt Ordinance No. 113.27, Adopting by Reference the 2025 Edition of the California Fire Code with Certain Local Amendments (Staff Contact: Arthur Belton, Deputy Fire Chief / Fire Marshal, 408-586-3384)

Waived the second reading and adopted **Ordinance No. 113.27**, adopting by reference the 2025 Edition of the California Fire Code, to be enacted as Chapter 300, Title V of the Milpitas Municipal Code, with certain local amendments.

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Vote: 5-0.

9. Waive the Second Reading and Adopt an Ordinance Approving Zoning Text and Zoning Map Amendment ZA25-0001 to Comprehensively Update the Zoning Ordinance (Staff Contact: Jay Lee, Planning Director, 408-586-3077)

Item pulled from Consent Calendar.

10. Approve and Authorize the City Manager, or Designee, to Execute a Design Services Agreement with Bennett Engineering for Street Resurfacing Project 2026, CIP No. 4307 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Approved and authorized the City Manager, or designee, to execute a Design Services Agreement with Bennett Engineering in an amount not to exceed $509,112 for the Street Resurfacing Project 2026, CIP No. 4307.

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Vote: 5-0.

11. Adopt a Resolution to Accept the Completed Public Improvements for the Bridge Point Silicon Valley Project, Approve a Reduction of the Faithful Performance Bond for the Project, and Authorize the City Engineer to Release the Remaining Portion of the Bond After the One-Year Warranty Period (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

(1) Adopted **Resolution No. 9448 t**o accept the completed public improvements for the Bridge Point Silicon Valley Project, (2) Approve a reduction in the faithful performance bond to $120,260; and (3) Authorize the City Engineer to release the remaining portion of the bond after the one-year warranty period without further City Council action, provided all required warranty work has been completed to the satisfaction of the City Engineer.

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Vote: 5-0.

12. Authorize the City Manager to Execute Purchase Orders with Multiple Vendors for Public Works Related On-Call Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian De Renzo, Public Works Director, 408-586-2602)

Authorized the City Manager, or designee, to (1) Negotiate and execute purchase orders with twenty-five (25) vendors for Public Works related on-call maintenance and repair services – including parts, specialty equipment, and materials as required – for a five-year term in a total amount not to exceed $8,335,342, subject to the appropriation of funds; and (2) Adjust the not-to-exceed amounts between vendors in specified services areas as required.

Docusign Envelope ID: 24F08EC7-7474-4BDA-A907-A51843465273

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Vote: 5-0.

13. Authorize the City Manager to Negotiate and Execute an Agreement with One Day Installation & Repair, Inc for Police Department Locker Room Renovation (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

Item pulled from Consent Calendar.

14. Adopt a Resolution Authorizing Submittal of a Grant Application to the California Department of Resources Recycling and Recovery for the Rubberized Pavement Grant Program, and Authorize the City Manager, or Designee, to Execute Grant Funding Agreements and Appropriate Award Funds (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

(1) Adopted **Resolution No. 9449** authorizing submittal of a grant application to the California Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program, and (2) Authorized the City Manager, or designee, to execute grant funding agreement(s) with CalRecycle and appropriate awarded funds into City's street resurfacing program for five fiscal years.

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Vote: 5-0.

15. Consider a Fee Waiver Request from PRAGNYA (Preparing Resources & Alliances Galvanizing Neurodiversity Acculturation) (Staff Contact: Renée Lorentzen, Recreation and Community Services Director, 408-586-3409)

Approved a Fee Waiver of $872 for the PRAGNYA event Dinkchak Dhamaal Dandiya at the Milpitas Senior Center on September 27, 2025.

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Vote: 5-0.

LEADERSHIP AND SUPPORT SERVICES

16. Consider Modifying the City Council Code of Conduct Regarding Electronic Device Use at the Dais (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Adopted a revision to Chapter 3 of the City Council Procedures and Protocols Handbook to revise the Code of Conduct language to state, "Use electronic devices appropriately while on the Council dais."

Motion/Second: Councilmember Lam / Vice Mayor Barbadillo
Vote: 5-0.

17. Provide Direction on City Council Salaries in Accordance with California Government Code (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Directed staff to return to City Council with an ordinance to update Chapter 14 of Title 1 of the City of Milpitas Municipal Code, which outlines City Council salaries, and selected the variable approach with council members receiving $22,800 per year (or $1,900 per month), the mayor receiving $27,600 per year (or $2,300 per month), including an annual consumer price index increase, with all new salaries to take effect after the 2026 election.

Docusign Envelope ID: 24F08EC7-7474-4BDA-A907-A51843465273

Motion/Second: Councilmember Lam / Vice Mayor Barbadillo
Vote: 4-1 (Noes: Lien).

ITEMS PULLED FROM CONSENT CALENDAR

13. Authorize the City Manager to Negotiate and Execute an Agreement with One Day Installation & Repair, Inc for Police Department Locker Room Renovation (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

Approved project plans and specifications, award bid, and authorized the City Manager, or designee, to negotiate and execute a Construction Agreement with One Day Installation & Repair, Inc. for Police Department Locker Room Renovation Project in an amount not to exceed $700,000, which includes the base bid of $598,609.25 and a contingency of $101,390.75 for a maximum compensation of $700,000, subject to the appropriation of funds, for a term of 270 days.

Motion/Second: Councilmember Lam / Councilmember Chua
Vote: 5-0.

9. Waive the Second Reading and Adopt an Ordinance Approving Zoning Text and Zoning Map Amendment ZA25-0001 to Comprehensively Update the Zoning Ordinance (Staff Contact: Jay Lee, Planning Director, 408-586-3077)

Determined that the Environmental Impact Report (EIR) Addendum adequately analyzes the potential environmental impacts associated with the proposed Zoning Amendments and is in compliance pursuant to CEQA Guidelines §15162 and §15164; and waived the second reading and adopted **Ordinance No. 38.858** approving Zoning Text and Zoning Map Amendment No. ZA25-0001 to comprehensively update the Zoning Ordinance and achieve consistency between the Zoning Ordinance and Zoning Map.

Motion/Second: Mayor Montano / Councilmember Chua
Vote: 5-0.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Interim City Manager Santana announced the following upcoming events:

- Community Cars and Coffee with a Cop on September 13;
- Police Department community meeting on September 15;
- Community cleanup at Dixon Landing Park on September 6;
- Milpitas Fiesta on October 11; and
- Council review of the censure policy at the October 3 priority session.

Councilmember Chua announced a donation of 20 laptops from Persistent Technology, with a donation ceremony scheduled for the following day, and reported on the appointment of Father Andrew Ligot of St. Elizabeth Church as an auxiliary bishop.

Mayor Montano requested staff to look into concerns regarding increased air traffic over Milpitas. Interim City Manager Santana noted that flight paths are under federal jurisdiction but agreed to review whether working groups exist to address the issue. There was unanimous consensus to move the item forward.

Before adjourning, Mayor Montano acknowledged the passing of former Milpitas City Attorney Michael Mutalipassi, recognizing his service to the city and extending condolences to his family.

Certificate Of Completion

Envelope Id: 24F08EC7-7474-4BDA-A907-A51843465273
Subject: Design Services Agreement: Bennett Engineering
Source Envelope:
Document Pages: 59
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 9
Initials: 0

Status: Completed

Envelope Originator:
Elizabeth Koo
455 E Calaveras Blvd
Milpitas, CA 95035
ekoo@milpitas.gov
IP Address: 165.225.242.123

Record Tracking

Status: Original
September 10, 2025 | 15:19
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Elizabeth Koo
ekoo@milpitas.gov
Pool: StateLocal
Pool: City of Milpitas

Location: DocuSign

Location: Docusign

Signer Events	Signature	Timestamp
Shruti Shah sshah@milpitas.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Shruti Shah 1635546E1180458... Signature Adoption: Pre-selected Style Using IP Address: 165.225.242.87	Sent: September 10, 2025 | 15:26 Viewed: September 10, 2025 | 15:38 Signed: September 10, 2025 | 15:39
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Michael Silveira msilveira@milpitas.gov Ms Security Level: Email, Account Authentication (None)	DocuSigned by: Michael Silveira FB3F096DD7F345F... Signature Adoption: Pre-selected Style Using IP Address: 170.85.54.126	Sent: September 10, 2025 | 15:26 Viewed: September 10, 2025 | 15:27 Signed: September 10, 2025 | 15:28
Electronic Record and Signature Disclosure: Accepted: September 10, 2025 | 15:27 ID: a5906eaf-851d-4f6e-a0b4-6b7a3249adb8		
Christian Di Renzo cdirenzo@milpitas.gov Security Level: Email, Account Authentication (None)	Signed by: Christian Di Renzo BE12C251353E4BC... Signature Adoption: Pre-selected Style Using IP Address: 2001:5a8:4c0a:b500:443f:fff9:a0a4:f0da	Sent: September 10, 2025 | 15:39 Viewed: September 10, 2025 | 15:41 Signed: September 10, 2025 | 15:41
Electronic Record and Signature Disclosure: Accepted: September 10, 2025 | 15:41 ID: 003d259d-bd22-473a-ad53-f5e4a00e0bd9		
Luz Cofresi-Howe LCofresi-Howe@milpitas.gov Finance Director City of Milpitas Security Level: Email, Account Authentication (None)	Signed by: Luz Cofresi-Howe D963C163A491414... Signature Adoption: Pre-selected Style Using IP Address: 174.160.41.41	Sent: September 10, 2025 | 15:41 Viewed: September 10, 2025 | 21:28 Signed: September 10, 2025 | 21:28
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Christopher Creech ccreech@milpitas.gov Acting City Attorney Security Level: Email, Account Authentication (None)	Signed by: Christopher Creech 47B611E199B7493... Signature Adoption: Pre-selected Style Using IP Address: 170.85.54.126	Sent: September 10, 2025 | 21:28 Resent: September 12, 2025 | 10:35 Resent: September 15, 2025 | 10:07 Viewed: September 15, 2025 | 10:10 Signed: September 15, 2025 | 10:30
Electronic Record and Signature Disclosure: Accepted: September 15, 2025 | 10:10 ID: 48cd590f-d657-4712-990b-3d76e727d726		
Matt Cano on behalf of MCano@milpitas.gov Assistant City Manager Security Level: Email, Account Authentication (None)	Signed by: Matt Cano on behalf of 341701DD27754E1... Signature Adoption: Pre-selected Style Using IP Address: 50.59.22.125 Signed using mobile	Sent: September 15, 2025 | 10:30 Viewed: September 15, 2025 | 18:30 Signed: September 15, 2025 | 18:31
Electronic Record and Signature Disclosure: Accepted: September 15, 2025 | 18:30 ID: dd133a89-314e-4ab2-89db-c18340202737		

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
Mohit Chaudhary Mchaudhary@milpitas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: September 10, 2025 | 15:26 Viewed: September 10, 2025 | 15:54
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	September 10, 2025 | 15:26
Certified Delivered	Security Checked	September 15, 2025 | 18:30
Signing Complete	Security Checked	September 15, 2025 | 18:31
Completed	Security Checked	September 15, 2025 | 18:31

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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.

Getting paper copies

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.

Withdrawing your consent

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.

To request paper copies from City of Milpitas

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.

To withdraw your consent with City of Milpitas

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..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

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.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- 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
ON CALL QUALIFIED LIST
OF CONSULTANTS
RFP #4307

DATE: May 15, 2025

The City of Milpitas is pleased to announce the establishment of a qualified list of consultants for comprehensive design services related to the City's Street Resurfacing Program.

Qualified Consultant List: The following consultants have been determined to be the most qualified and are included in the consultant list for a period of five (5) years:

- Bennett Engineering, Inc.
- Sanbell Bay Area
- Kimley-Horn
- Wilsey Ham
- Pavement Engineering, Inc.

The City of Milpitas thanks all consultants for their participation in this procurement process.

Sincerely,

Michael Silveira

Michael Silveira, City Engineer

AMENDMENT NO. 1
TO THE DESIGN SERVICES AGREEMENT BETWEEN CITY OF MILPITAS AND BENNETT ENGINEERING SERVICES, INC.
FOR
STREET RESURFACING 2027 PROJECT NO. 4307

This Amendment is entered into this _____ by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Bennett Engineering Services Inc., a California Corporation (hereafter referred to as "CONSULTANT"). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No 1.

RECITALS

WHEREAS, on September 15, 2025, the Parties entered into a “Design Services Agreement” for the design of the Street Resurfacing Project 2026 (the “Agreement”) with a compensation amount not to exceed $509,112 and with a contract period to expire on December 31, 2028; and

WHEREAS, the Parties now desire to amend the Agreement to increase the compensation by $366,458 and to extend the contract term to December 31, 2029 to allow CONSULTANT to provide design services for Street Resurfacing 2027 Project, CIP No. 4307 as described in Exhibit A-1, attached hereto, for a new total amount of $875,570; and

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Section 3.1.1, entitled “Scope of Services,” is amended to read the following:

   “The Services are more particularly described throughout this Agreement, including Exhibit “A” and “A-1” attached hereto and incorporated herein by reference.”

2. Section 3.1.2, entitled “Term,” is amended to read the following:

   “The term of this Agreement shall be from August 13, 2025, to December 31, 2029, unless earlier terminated as provided herein. The City reserves the right to review the Designer’s performance at the end of each year and cancel all or part of the Agreement.”

3. Section 3.7.1, entitled “Design Services,” is amended to read the following:

   “Designer shall fully and adequately complete the Services described in this Agreement and in Exhibit “A” and “A-1” attached hereto and incorporated herein by reference.”

4. Section 3.8.1, entitled “Request for Services,” is amended to read the following:

“At the City’s request, Designer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit “A” and “A-1” attached hereto, and/or not customarily furnished in accordance with generally accepted design practice.”

5. Section 3.9.7, entitled “City’s Representative,” is amended to read the following:

“The City Manager hereby designates **Michael Silveira, City Engineer**, or his or her designee, as the City’s contact for the implementation of the Services hereunder.”

6. Section 3.10, entitled “Compensation,” is amended to read as follows:

3.10.1 “Designer’s Compensation for Basic Services. City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed amount of Eight Hundred Seventy-Five Thousand Five Hundred Seventy dollars and zero cents **($875,570.00**) (Total Compensation). This total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit “B” and “B-1” and incorporated herein by reference.”

3.10.4 “Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit “B” and “B-1” and the compensation rates indicated in Exhibit “C” and “C-1” attached hereto and incorporated herein by reference.”

7. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO AMENDMENT NO. 1
TO THE DESIGN SERVICES AGREEMENT BETWEEN CITY OF MILPITAS AND BENNETT ENGINEERING.
FOR
STREET RESURFACING 2027 PROJECT NO. 4307

This Amendment No. 1 is executed as of the date first written above.

CITY OF MILPITAS

APPROVED BY:

_____
Willie A. Hopkins, Jr., City Manager

_____
Date

CONSULTANT
BENNETT ENGINEERING SERVICES

By:_____
Leo Rubio
President/CEO

_____
Date

APPROVED AS TO FORM:

_____
Christian M. Curtis, City Attorney

APPROVED

_____
Luz Cofresí-Howe, Director of Finance/Risk Manager

APPROVED AS TO CONTENT:

_____
Christian Di Renzo, Public Works Director

EXHIBIT "A-1"
DESIGNER'S SCOPE OF SERVICES

TASK 1- STREET RESURFACING PROJECT 2027

Bennett Engineering to provide contract documents for the Street Resurfacing Project 2027.

ASSUMPTIONS:

- The pavement rehabilitation method employed will remain as an overlay and is therefore exempt from C.3 requirements.
- All improvements will occur in the existing City right-of-way
- No drainage system upgrades are planned as part of this project.
- Utility relocations are limited to lid and cover adjustments. If deeper dig outs are needed the project may require potholing to confirm the depths of existing utilities.
- The only permit anticipated for construction is the Storm Water Pollution Prevent Plan, which will be obtained by the contractor. No other permits will be acquired.
- The pavement rehabilitation treatments identified in the previously completed preliminary engineering and 30% design efforts will remain applicable for the streets identified in Table 1. The streets identified in Table 2 will utilize fiberized slurry seal and crack seal with dig outs as the anticipated pavement rehabilitation treatment unless modified based on field investigations.
- Comprehensive topographic survey and boundary resolution services are not anticipated for this Project due to the nature of the proposed improvements occurring within existing City right-of-way and the availability of existing design information. Limited supplemental field verification necessary to support final design are included in this scope.

TABLE 1: 30% PLANS & ESTIMATE COMPLETED

STREET	START LIMIT	END LIMIT	*PRELIMINARY TREATMENT PER 30% DESIGN AND CITY'S ASSESSMENT
SANTA RITA AVE.	TRAMWAY DR	LOS PINOS AVE.	*SEE 30% DESIGN
SANTA RITA AVE.	LOS PINOS AVE.	ABERDEEN WAY	*SEE 30% DESIGN
SANTA RITA AVE.	ABERDEEN WAY	SHETLAND CT.	*SEE 30% DESIGN
SANTA RITA AVE.	SHETLAND CT.	TROON CT.	*SEE 30% DESIGN
SANTA RITA AVE.	TROON CT.	ANGUS	*SEE 30% DESIGN
SANTA RITA AVE.	ANGUS DR.	CLYDE CT.	*SEE 30% DESIGN
SANTA RITA AVE.	CLYDE CT.	PASEO REFUGIO	*SEE 30% DESIGN
LOS PINOS AVE.	SANTA RITA AVE.	ABERDEEN WAY	*SEE 30% DESIGN
LOS PINOS AVE.	ABERDEEN WAY	DUNDEE AVE.	*SEE 30% DESIGN
ABERDEEN WAY	SANTA RITA AVE.	ABERDEEN CT.	*SEE 30% DESIGN
ABERDEEN CT.	CUL-DE-SAC	ABERDEEN WAY	*SEE 30% DESIGN
ABERDEEN WAY	ABERDEEN CT	LOS PINOS AVE.	*SEE 30% DESIGN
DUNDEE AVE.	LOS PINOS AVE.	GLASGOW CT.	*SEE 30% DESIGN
DUNDEE AVE.	GLASGOW CT.	SHELLEY CT.	*SEE 30% DESIGN

DUNDEE AVE.	SHELLEY CT.	ANGUS DR.	*SEE 30% DESIGN
DUNDEE AVE.	ANGUS DR.	LOCH LOMOND CT.	*SEE 30% DESIGN
DUNDEE AVE.	LOCH LOMOND CT.	PASEO REFUGIO	*SEE 30% DESIGN
GLASGOW CT.	CUL-DE-SAC	DUNDEE AVE.	*SEE 30% DESIGN
SHELLEY CT.	CUL-DE-SAC	DUNDEE AVE.	*SEE 30% DESIGN
ANGUS DR.	DUNDEE AVE.	ESCUELA PKWY	*SEE 30% DESIGN
ANGUS DR.	SANTA RITA AVE.	DUNDEE AVE.	*SEE 30% DESIGN
LOCH LOMOND CT.	END	DUNDEE AVE.	*SEE 30% DESIGN
PASEO REFUGIO	SANTA RITA AVE.	DUNDEE AVE.	*SEE 30% DESIGN
PASEO REFUGIO	HILLVIEW AVE.	SANTA RITA AVE.	*SEE 30% DESIGN
CLYDE CT.	SANTA RITA AVE.	CUL-DE-SAC	*SEE 30% DESIGN
TROON CT.	SANTA RITA AVE.	CUL-DE-SAC	*SEE 30% DESIGN
SHETLAND CT.	SANTA RITA AVE.	CUL-DE-SAC	*SEE 30% DESIGN
ANACAPA CT.	HILLVIEW Dr.	CUL-DE-SAC	*SEE 30% DESIGN
TERRA BELLA DR.	HILLVIEW DR.	VALENCIA DR.	*SEE 30% DESIGN
VALENCIA DR.	PACHECO DR.	TERRA BELLA DR.	*SEE 30% DESIGN
PACHECO DR.	HILLVIEW DR.	VALENCIA DR.	*SEE 30% DESIGN
PACHECO DR.	VALENCIA DR.	LAS LOMAS DR.	*SEE 30% DESIGN
LAS LOMAS DR.	HILLVIEW DR.	PACHECO DR.	*SEE 30% DESIGN
ALCOSTA DR.	HILLVIEW DR.	LOS POSITOS DR.	*SEE 30% DESIGN
LOS POSITOS DR.	HILLVIEW DR.	ALCOSTA DR.	*SEE 30% DESIGN
CANADA DR.	HILLVIEW DR.	TASSASARA DR.	*SEE 30% DESIGN
TASSASARA DR.	HILLVIEW DR.	CANADA DR.	*SEE 30% DESIGN

TABLE 2: ADDITIONAL STREETS: 30% PLANS AND ESTIMATE IS NOT NEEDED

STREET	START LIMIT	END LIMIT	PRELIMINARY TREATMENT CITY'S ASSESSMENT
PARK VIEW DR.	N. PARK VICTORIA DR.	PARK HILL DR.	FIBERIZED SLURRY AND CRACK SEAL WITH DIG OUTS
PARK HILL DR.	PARK VIEW DR.	AYER ST.	FIBERIZED SLURRY AND CRACK SEAL WITH DIG OUTS
PARK GLEN CT.	PARK HILL DR.	CUL-DE-SAC	FIBERIZED SLURRY AND CRACK SEAL WITH DIG OUTS
PARK WILLOW CT.	PARK HILL DR.	CUL-DE-SAC	FIBERIZED SLURRY AND CRACK SEAL WITH DIG OUTS
PARK HEIGHTS DR.	N. PARK VICTORIA DR.	PARK HILL DR.	FIBERIZED SLURRY AND CRACK SEAL WITH DIG OUTS
PARK BROOK CT.	PARK HILL DR.	CUL-DE-SAC	FIBERIZED SLURRY AND CRACK SEAL WITH DIG OUTS
PARK OAK CT.	PARK HILL DR.	CUL-DE-SAC	FIBERIZED SLURRY AND CRACK SEAL WITH DIG OUTS
PARK GROVE DR.	N. PARK VICTORIA DR.	PARK HILL DR.	FIBERIZED SLURRY AND CRACK SEAL WITH DIG OUTS
AYER ST.	N. PARK VICTORIA DR.	PARK HILL DR.	FIBERIZED SLURRY AND CRACK SEAL WITH DIG OUTS
BRYCE CT.	YOSEMITE DR.	CUL-DE-SAC	RUBBERIZED CAPE AND CRACK SEAL WITH DIGOUTS

ZION CT.	YOSEMITE DR.	CUL-DE-SAC	RUBBERIZED CAPE AND CRACK SEAL WITH DIGOUTS
YOSEMITE DR.	SEQUOIA DR.	PIEDMONT RD.	RUBBERIZED CAPE AND CRACK SEAL WITH DIGOUTS
S. PARK VICTORIA DR.	E. CALAVERAS BLVD.	YOSEMITE DR.	RUBBERIZED CAPE AND CRACK SEAL
S. PARK VICTORIA DR.	YELLOWSTONE AVE.	LANDESS AVE.	RUBBERIZED CAPE AND CRACK SEAL
FOX HOLLOW CT.	N. PARK VICTORIA DR.	CUL-DE-SAC	FIBERIZED SLURRY AND CRACK SEAL WITH DIG OUTS
CERVANTEZ CT.	COUNTRY CLUB DR.	CUL-DE-SAC	FIBERIZED SLURRY TYPE III AND II (TWO COATS) AND CRACK SEAL WITH DIG OUTS
CAMARILLO CT.	COUNTRY CLUB DR,	CUL-DE-SAC	FIBERIZED SLURRY TYPE III AND II (TWO COATS) AND CRACK SEAL WITH DIG OUTS

A - Project Administration and Coordination

A.1 Project Development Team Meetings and Schedule

BENEN will host a kick-off meeting upon receipt of written Notice to Proceed from the City. The kick-off meeting will review scope, schedule, and deliverables. BENEN shall develop and facilitate the Project Development Team (PDT) meetings with representatives from subconsultants and appropriate City staff as determined by the City. BENEN shall prepare all meeting agendas and meeting minutes and distribute these to the Project Team. BENEN shall provide a Project schedule, using Microsoft Project, showing the activities and milestones outlined in our Project scope. The activities will show beginning and ending dates, duration, and dependency on other tasks. BENEN shall identify the critical path elements to keep the Project delivery on schedule. The schedule will be refined and maintained on a regular basis and as decisions are made throughout the life of the Project.

ASSUMPTIONS:

- A total of ten (10) meetings including kick-off meeting and two (2) design progress meetings.

DELIVERABLES:

- Schedule updates – Microsoft Project
- Meeting notices, agendas, minutes, and sign-in-sheets.

A.2 Monthly Invoices and Status Reports

A draft status report will be submitted by BENEN for approval prior to the submittal of the first invoice. BENEN shall prepare and submit monthly invoices and status reports to the City. The status reports will include Project tasks completed, and deliverables submitted for that month's invoice. BENEN shall provide the City with a list of issues that may affect the Project design, budget, or schedule as soon as such issues are known. In addition, monthly invoices shall be accompanied by a budget summary indicating a task breakdown for budget, percent complete, spent to date, and remaining budget. Invoices will include employee rates, expenses per task, and a copy of any subconsultant invoices.

DELIVERABLES:

- Draft status report, monthly invoices, and status reports

A.3 Quality Management Plan

BENEN will implement a project-specific Quality Management Plan that integrates our established internal QA/QC procedures with City requirements. The plan will define review processes, roles and responsibilities, and documentation protocols to ensure consistent quality across all deliverables.

DELIVERABLES:

- Project-specific Quality Management Plan

A.4 Design Quality Control Reviews

BENEN will perform formal Quality Control (QC) reviews at key project milestones, including 60%, 90%, and final design. Reviews will be conducted by experienced staff not directly involved in the preparation of the deliverables.

QC reviews will include interdisciplinary coordination checks, constructability review, and verification of compliance with City standards, Caltrans requirements, and federal-aid provisions.

DELIVERABLES:

- QC review comments and marked-up plans
- Quality Control checklists with each submittal

A.5 Quality Assurance Oversight

BENEN will perform Quality Assurance (QA) oversight to ensure that all QC procedures are properly implemented and that review comments are fully addressed. QA will include spot checks of deliverables and verification of conformance with the Quality Management Plan.

DELIVERABLES:

- QA review documentation
- Verification of comment resolution

A.6 Subconsultant Coordination & Review

BENEN will review subconsultant deliverables for consistency, completeness, and compliance with project requirements. This includes coordination with environmental, geotechnical, and other disciplines to ensure integration into the overall design.

DELIVERABLES:

- Reviewed and coordinated subconsultant deliverables
- Documentation of review comments and resolutions

A.7 Documentation & Deliverable Tracking

BENEN will maintain documentation of all QA/QC activities, including review logs, comment tracking, and resolution matrices to ensure accountability and transparency.

ASSUMPTIONS:

- QC reviews will be performed at 60%, 90%, and final design milestones
- City will provide consolidated review comments per submittal

DELIVERABLES:

- QA/QC tracking logs
- Response to Comments matrices for each submittal

B - Field and Document Investigation For Design

B.1 Utility Investigations

For the 2027 Project, BENEN will send Utility "A" letters with a Project location/limit map and a City approved letter requesting verification of the location, size, and depth of each facility within the Project area. BENEN shall identify all public or private utilities that may be affected by the Project and identify any utilities requiring relocation. BENEN will also work with utility companies to determine the liability for relocation costs.

ASSUMPTIONS:

- No potholing is included in this phase of the project

DELIVERABLES:

- Utility tracking matrix

B.2 Utility Relocation Coordination

During final design, BENEN will request relocation plans from utility companies requiring adjustment/relocation. Relocation plans can be on a City plan sheet with a signature from the utility company. Once the owner concurs with the liability listed, the City will then issue a Utility "C" Letter that clearly defines the impacted facility, the owner's conflict resolution plan, estimated completion date, and liability.

BENEN will then send a copy of the Final Plans ("C" Plans) with the Utility "C" Letter directing the utility company to initiate relocation construction.

Should relocation of any private utility facilities be required, such as valve boxes, lids, covers, etc. it is assumed that there is a franchise agreement in place and that no utility agreements will be needed. BENEN will coordinate with private utility companies for proposed relocation within existing or new City right-of-way. In addition, it is assumed that no new water or sewer facilities will be constructed as part of the project.

ASSUMPTIONS:

- No utility agreements needed

DELIVERABLES:

- Utility "B" Letters
- Utility "C" Letters
- Summary of impacts and resolutions

B.3 Document Research

BENEN will map existing utility information and create the project utility base file. BENEN will review available plans and other City-provided information to establish baseline conditions and confirm the applicability of proposed improvements.

DELIVERABLES:

- Utility Base Map in CAD

B.4 Field Investigation

BENEN will field verify utility information and existing pavement conditions, measure flowline slopes for proposed curb ramp replacements, identify areas for sidewalk replacement, and identify areas for curb and gutter replacement.

ASSUMPTIONS:

- All work will be within the back of walk limits and City ROW. No topographic survey or boundary resolution is included in this scope.

DELIVERABLES:

- ADA curb ramp evaluation
- Flow line field notes
- Exhibit showing proposed curb and gutter replacement
- Updated Utility Base Map in CAD
- Existing Conditions Technical Memorandum summarizing findings

C - Construction Documents

C.1 60% Plans and Estimate (P&E)

Based on our approved 30% Plans, the BENEN team will prepare 60% P&E utilizing AutoCAD, City of Milpitas Design Standards, and applicable codes. Construction Drawings shall include:

- Title Sheet with General Notes, Legend, Abbreviations, Site Map, and Sheet Index
- Typical Cross Sections
- Layouts
- Construction Details
- Pavement Delineation and Sign Plans
- Blueprint for a Clean Bay (provided by City)

Layouts will be prepared at a scale not smaller than 1" = 20'.

DELIVERABLES:

- PDF copy of the Plans and Estimate
- Excel copy of Estimate

C.2 90% Plans, Specifications, and Estimate (PS&E)

BENEN will respond to comments and prepare/submit plans, specifications, and estimates to the City for review and comment as detailed above. Specifications will be prepared using a City provided standard front-end document.

DELIVERABLES:

- PDF copy of the Plans, Specifications, and Estimate
- Excel copy of Estimate

- Word copy of Specifications
- PDF copy of Construction Schedule
- Response to Comments Matrix

C.3 Final PS&E

BENEN will respond to comments, prepare and submit Plans, Specifications, and Estimate to the City for review and comment as detailed above. The final submittal plan will be on mylar, stamped and signed by a California-registered PE.

DELIVERABLES:

- PDF copy of the Plans (22"x 34"), Specifications, and Estimate
- Two (2) full size paper copies of plans, wet signed
- Two (2) copies of Specifications, wet signed
- AutoCAD copy of Plans
- Excel copy of Estimate
- Word copy of Specifications
- PDF copy of Construction Schedule
- Response to Comments Matrix

D - Bid Support

BENEN will provide senior staff to assist the City with addressing bidder questions, attend the pre-bid meeting, and provide design support for addenda during the bidding phase.

ASSUMPTIONS:

- One (1) pre-bid meeting

DELIVERABLES:

- Conformed PS&E Package
  - PDF copy of the Plans (22"x 34"), Specifications, and Estimate
  - AutoCAD copy of Plans
  - Excel copy of Estimate
  - Word copy of Specifications

E - Construction Support (OPTIONAL)

E.1 Design Support During Construction

BENEN will provide senior staff to assist the City with RFIs, address questions, review submittals, attend meetings, and make project site reviews during the construction phase.

BENEN will also prepare as-built drawings from notes and markups from the contractor and Resident Engineer.

ASSUMPTIONS:

- Four (4) RFIs and four (4) field site visits.

DELIVERABLES:

- PDF and AutoCAD versions of the as-built plans

E.2 Pre-Construction Services

Ghirardelli's Resident Engineer will organize a pre-construction conference with the Contractor, subcontractors, City staff, Designer, construction management (CM) team members, and other interested parties to discuss the project and the work involved. This conference will provide a forum for answering questions from the Contractor and other interested parties as well as addressing issues and coordination that need to be performed before work commences. Ghirardelli's Resident Engineer will prepare an agenda and meeting minutes.

E.3 Construction Services

Ghirardelli's Resident Engineer will manage the day-to-day administration of the project. The Resident Engineer, as appropriate, will be the first point of contact with the Contractor, representing the City and the construction management team. The Resident Engineer will:

- Prepare letters to the Contractor giving formal direction and instruction, when necessary
- Coordinate with the City, providing informational updates and requesting input, as needed
- Manage and perform project inspection
- Document progress and operations with daily photographs
- Coordinate, manage and review materials sampling and testing activities
- Monitor project safety and verify compliance with laws, orders, and regulations
- Review labor compliance documents
- Prepare punch lists, as necessary

Contract Administration: Ghirardelli's Resident Engineer will review and respond to submittals and RFIs in coordination with the City's Project Manager; review and monitor the Contractor's schedule; coordinate the review of traffic control plans and inspection of traffic control measures; review the Contractor's compliance with all permits, stormwater regulations and permits (SWPPP), and environmental documents; review the Contractor's compliance with health and safety standards and regulations and reporting of non-compliance; and monitor record documents to ensure proper maintenance and completion by the Contractor. At the

conclusion of each week's work, a Weekly Statement of Working Days (WSWD) will be submitted to both the Contractor and City staff.

Project Coordination/Meetings: Ghirardelli's Resident Engineer will hold weekly meetings with the Contractor, City staff and other interested parties. The Resident Engineer will prepare and distribute weekly project meeting agendas and minutes to attendees. Our Resident Engineer will be in close communication with the City Project Manager to coordinate project issues and keep the City informed regarding the project status.

Resident Engineer will also coordinate with utility agencies and other third parties and arrange meetings for specific issues, as needed.

Scheduling: Ghirardelli's Resident Engineer will review the Contractor's baseline schedule and determine its conformance with the plans and specifications. We will also review the monthly schedule updates and look ahead schedules to verify that the project is on schedule. Any slippage will be discussed with the contractor and the City Project Manager so that action can be taken to minimize delays to project completion.

Monthly Progress Payments: Ghirardelli's Resident Engineer will prepare a progress payment estimate each month and will include the quantity and amount to pay, quantity and amount paid to date, and the quantity and amount remaining for each contract item and change order. We will submit source documents justifying the quantities to be paid with each progress estimate.

The Resident Engineer and inspection staff will prepare source documents for payment for work performed for each item listed in the Engineer's Estimate. These source documents will include calculations, field measurements, and counts to document the exact quantity(s) of item work performed each progress pay period. These source documents will be filed in the project records and will be the basis for payment as well as the auditable permanent project records.

Submittals and RFIs: Our Resident Engineer will review Submittals and RFIs and coordinate with the City Project Manager and the Designer to respond in a timely manner. By Ghirardelli's close monitoring of and coordinating the response to Submittals and RFIs, we will help to prevent potential project delays and impacts. Document logs will be maintained for correspondence, submittals/shop drawings, RFIs, RFCs, change orders, and disputes and potential claims.

Construction Inspection: Close adherence to the plans, details, and all applicable specifications is required to properly construct and administer the project. Inspection activities include, but are not limited to, maintaining continuous City coordination, issuing notices of non-compliance, maintaining strict adherence to all local policies, conducting a daily review of the construction operations, and adhering to all applicable contract specifications and standards to include City, State and Federal.

Ghirardelli's Inspector will prepare a daily report for each construction day. The inspector's daily reports (including the reports from material testers) will be provided to the Resident Engineer. This information will be

used for the preparation and evaluation of the monthly progress estimates, non-compliance issues, construction delays, compliance tests, CPM schedule review, liquidated damages, and claims. The daily reports will include the following information:

- Date, project identification, contractor's name, subcontractor's name(s), and time of inspections.
- Conditions (weather, moisture, soil, etc.): Any inclement weather conditions that hampered or delayed the contractor's operations
- Activities detail: Scheduled activities including starting and completion dates; bid item numbers of all activities should be listed in the daily report
- Difficulties encountered by the contractor
- Construction issues (disputes, questions in the field, etc.)
- Deficiencies and violations (including construction work, safety, labor, etc.)
- Major material and equipment deliveries to the site (type, quantity, means of delivery, and condition of materials)
- Record of manpower, construction equipment, and materials testing locations and results

Change Orders: Ghirardelli's Resident Engineer will prepare Change Orders, as necessary, in accordance with the Caltrans Construction Manual, Caltrans Local Assistance Procedures Manual and the City's Project Manager's instructions. Change Order approval or Authority to Proceed will be secured from the City before any work of the change is performed.

Materials Sampling and Testing (Field and Lab): Geocon will provide the following for construction support:

- Provide geotechnical consultation as needed during project construction including reviewing and responding to submittals and RFIs.
- Review the streets scheduled for rehabilitation and mark out locations for dig-out repairs in the field. We have assumed our marking can be completed within two working days, during normal business hours, Monday through Friday.

Inspector will coordinate materials sampling and testing services with the City's designated materials firm. All materials testing (field and laboratory) will be performed at the frequency established by the contract documents including the City's Quality Assurance Plan (QAP). Ghirardelli's Inspector will review the test reports for compliance and maintain the required documentation, including a non-conformance log to assure that all failed tests are retested until meeting compliance.

E.4 Post-Construction Services

Ghirardelli's Resident Engineer will work closely with the Designer, City staff and other stakeholders to help to ensure that the project closeout proceedings are performed quickly, accurately and consistently, in accordance

with all pertinent policies and procedures. We will review and monitor the Contractor's submittal information respective to the closeout, such as "as-built" information, punch list preparation, final progress payment, warranties, guarantees, etc. Our inspector will perform a final inspection and ensure all items from the punch list are completed.

Ghirardelli's Resident Engineer and Inspector will provide City staff with an original set of construction documents, cataloged in accordance with the Caltrans file management system, which includes all documented correspondence, diaries, reports, photos, correspondence, contract documents, labor compliance, materials, material tests, change orders, progress payment and survey records, etc. for storage by the City. All contract documents will be digitized and filed electronically.

F - Record Documents & Project Closeout

BENEN will maintain record drawings throughout construction based on contractor redlines, Requests for Information (RFIs), submittals, and executed Contract Change Orders generated during construction. Prior to project acceptance, contractor-provided as-built drawings and specifications will be reviewed for completeness and accuracy, and comments will be provided for correction of incomplete or inconsistent information as necessary.

BENEN will incorporate all approved construction modifications, utility adjustments, RFIs, submittals, and Contract Change Orders from the conformed bid set into the final Record Drawing set. Final record documents will be prepared in accordance with the City's CAD standards and closeout requirements.

BENEN will also review contractor-provided operation and maintenance manuals, warranties, and closeout documentation for general conformance with the Contract Documents. Prior to expiration of applicable warranty periods, BENEN will participate in a warranty review walkthrough with the City to identify observable defective materials or workmanship requiring corrective action by the Contractor.

ASSUMPTIONS:

- Contractor will provide complete and legible redline drawings and as-built documentation.
- Record drawings will reflect information provided by the Contractor and Resident Engineer.
- Final record documents will be submitted within 25 days of receipt of complete contractor redline drawings.
- No additional design beyond incorporation of approved construction modifications is included in this task.

DELIVERABLES:

- Final Record Drawings in AutoCAD, PDF, and TIF format
- Final Conformed Contract Documents

- Record Drawing submittal incorporating approved RFIs, submittals, and Contract Change Orders
- Reviewed contractor closeout documentation
- Warranty review memorandum

TASK 2 - TRAFFIC SIGNAL MODIFICATIONS AND RECTANGULAR RAPID FLASHING BEACON

Bennett Engineering will provide professional design services for the Traffic Signal Modifications and Rectangular Rapid Flashing Beacon, under Task 2.

The Task 2 aims to upgrade and improve the condition and longevity of the existing traffic signals through a detailed inspection of the hardware in traffic signal cabinet and on the poles at the locations shown below:

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1. N. Abel Street & Redwood Avenue
2. N. Abel Street & Weller Lane
3. N. Abel Street & Marylinn Drive
4. S. Abel Street & Serra Way
5. S. Main Street & Weller Lane
6. McCarthy Boulevard & Ranch Drive (South side)
7. McCarthy Boulevard & Ranch Drive (North side)
8. McCarthy Boulevard & Alder Drive
9. Bellew Drive & Cypress Drive
10. Jacklin Rd & Hetch-Hetchy Trail Ped Crossing
11. N. Milpitas Boulevard & Beresford Street
12. S. Milpitas Boulevard & Turquoise Street
13. S. Park Victoria Drive & Edsel Drive
14. N. Park Victoria Drive & Jacklin Road
15. Great Mall Parkway & Center Point Drive

Additionally, Task 2 includes modification of the existing and installation of a new Rectangular Rapid Flashing Beacon (RRFB) system at the following locations:

1. N. Milpitas Blvd. and Tramway Drive (new RRFB)
2. N. Milpitas Blvd and City Hall (existing RRFB)

ASSUMPTIONS:

- All improvements will occur in the existing City right-of-way
- If deeper dig outs are needed the project may require potholing to confirm the depths of existing utilities.
- Comprehensive topographic survey and boundary resolution services are not anticipated for this Project due to the nature of the proposed improvements occurring within existing City right-of-way and the availability of existing design information. Limited supplemental field verification necessary to support final design are included in this scope.

A - Project Administration and Coordination

A.1 Project Development Team Meetings and Schedule

BENEN will host a kick-off meeting upon receipt of written Notice to Proceed from the City. The kick-off meeting will review scope, schedule, and deliverables. BENEN shall develop and facilitate the Project Development Team (PDT) meetings with representatives from subconsultants and appropriate City staff as determined by the City. BENEN shall prepare all meeting agendas and meeting minutes and distribute these to the Project Team. BENEN shall provide a Project schedule, using Microsoft Project, showing the activities and milestones outlined in our Project scope. The activities will show beginning and ending dates, duration, and dependency on other tasks. BENEN shall identify the critical path elements to keep the Project delivery on schedule. The schedule will be refined and maintained on a regular basis and as decisions are made throughout the life of the Project.

ASSUMPTIONS:

- A total of ten (10) meetings including kick-off meeting and two (2) design progress meetings.

DELIVERABLES:

- Schedule updates – Microsoft Project
- Meeting notices, agendas, minutes, and sign-in-sheets.

A.2 Monthly Invoices and Status Reports

A draft status report will be submitted by BENEN for approval prior to the submittal of the first invoice. BENEN shall prepare and submit monthly invoices and status reports to the City. The status reports will include Project tasks completed, and deliverables submitted for that month's invoice. BENEN shall provide the City with a list of issues that may affect the Project design, budget, or schedule as soon as such issues are known. In addition, monthly invoices shall be accompanied by a budget summary indicating a task breakdown for

budget, percent complete, spent to date, and remaining budget. Invoices will include employee rates, expenses per task, and a copy of any subconsultant invoices.

DELIVERABLES:

- Draft status report, monthly invoices, and status reports

A.3 Quality Management Plan

BENEN will implement a project-specific Quality Management Plan that integrates our established internal QA/QC procedures with City requirements. The plan will define review processes, roles and responsibilities, and documentation protocols to ensure consistent quality across all deliverables.

DELIVERABLES:

- Project-specific Quality Management Plan

A.4 Design Quality Control Reviews

BENEN will perform formal Quality Control (QC) reviews at key project milestones, including 60%, 90%, and final design. Reviews will be conducted by experienced staff not directly involved in the preparation of the deliverables.

QC reviews will include interdisciplinary coordination checks, constructability review, and verification of compliance with City standards, Caltrans requirements, and federal-aid provisions.

DELIVERABLES:

- QC review comments and marked-up plans
- Quality Control checklists with each submittal

A.5 Quality Assurance Oversight

BENEN will perform Quality Assurance (QA) oversight to ensure that all QC procedures are properly implemented and that review comments are fully addressed. QA will include spot checks of deliverables and verification of conformance with the Quality Management Plan.

DELIVERABLES:

- QA review documentation
- Verification of comment resolution

A.6 Subconsultant Coordination & Review

BENEN will review subconsultant deliverables for consistency, completeness, and compliance with project requirements. This includes coordination with environmental, geotechnical, and other disciplines to ensure integration into the overall design.

DELIVERABLES:

- Reviewed and coordinated subconsultant deliverables
- Documentation of review comments and resolutions

A.7 Documentation & Deliverable Tracking

BENEN will maintain documentation of all QA/QC activities, including review logs, comment tracking, and resolution matrices to ensure accountability and transparency.

ASSUMPTIONS:

- QC reviews will be performed at 60%, 90%, and final design milestones
- City will provide consolidated review comments per submittal

DELIVERABLES:

- QA/QC tracking logs
- Response to Comments matrices for each submittal

B - Field and Document Investigation for Design

B.1 Utility Investigations

For the 2027 Project, BENEN will send Utility "A" letters with a Project location/limit map and a City approved letter requesting verification of the location, size, and depth of each facility within the Project area. BENEN shall identify all public or private utilities that may be affected by the Project and identify any utilities requiring relocation. BENEN will also work with utility companies to determine the liability for relocation costs.

ASSUMPTIONS:

- No potholing is included in this phase of the project

DELIVERABLES:

- Utility tracking matrix

B.2 Utility Relocation Coordination

During final design, BENEN will request relocation plans from utility companies requiring adjustment/relocation. Relocation plans can be on a City plan sheet with a signature from the utility company. Once the owner concurs with the liability listed, the City will then issue a Utility "C" Letter that clearly defines the impacted facility, the owner's conflict resolution plan, estimated completion date, and liability.

BENEN will then send a copy of the Final Plans ("C" Plans) with the Utility "C" Letter directing the utility company to initiate relocation construction.

Should relocation of any private utility facilities be required, such as valve boxes, lids, covers, etc. it is assumed that there is a franchise agreement in place and that no utility agreements will be needed. BENEN will coordinate with private utility companies for proposed relocation within existing or new City right-of-way. In addition, it is assumed that no new water or sewer facilities will be constructed as part of the project.

ASSUMPTIONS:

- No utility agreements needed

DELIVERABLES:

- Utility "B" Letters
- Utility "C" Letters
- Summary of impacts and resolutions

B.3 Utility Potholing

BENEN will perform utility potholing to positively locate existing underground utilities near the proposed RRFB improvements at N. Milpitas Boulevard and Tramway Drive to identify potential conflicts with proposed foundations and associated improvements. Utility potholing information will be incorporated into the design to minimize construction conflicts and support utility coordination efforts.

ASSUMPTIONS:

- Up to two (2) potholes completed during one (1) day of potholing operations.
- Utility locating services through Underground Service Alert (USA) will be completed prior to potholing activities.
- Traffic control required for potholing operations will be limited to standard lane shoulder closures and cone delineation.

DELIVERABLES:

- Potholing report documenting utility type, approximate depth, horizontal location, photographs, and identified utility conflicts.
- Updated utility conflict information incorporated into the design documents.

B.4 Document Research

BENEN will review available plans, crash data, signal records, and other City-provided information to establish baseline conditions.

DELIVERABLES:

- Existing Conditions Technical Memorandum summarizing findings

B.5 Field Verification & Signal Inventory

BENEN will conduct field visits to verify existing conditions with a focus on signalized intersections and associated equipment. Field verification will include preparation of a comprehensive inventory using the City's standard checklist.

The inventory will include documentation of signal infrastructure such as signal cabinets, controllers, and associated equipment. BENEN will document the condition, make and model, approximate age, and any visible damage or deterioration (e.g., faded or worn components). Site photographs will be collected to support the inventory and document existing conditions. Information collected will include:

- **Signal Cabinet** – Manufacturer and model
- **Controller and Cabinet Equipment** – All equipment inside the controller cabinet, including controller manufacturer and model
- **Communication Equipment** – Manufacturer and model for all communication devices such as MMU/CMU, Actelis switches, etc.
- **Pushbuttons** – Manufacturer and model
- **Vehicle Detection System** – Type (inductive loops vs video detection) and manufacturer/model
- **Battery Backup System (BBS)** – Identified if BBS installed. If so, identify manufacturer/model
- **Emergency Vehicle Preemption (EVP)** - Identified if EVP installed. If so, identify manufacturer/model

ASSUMPTIONS:

- City will provide standard checklist/template for inventory
- Access to signal equipment will be coordinated with City staff as needed

DELIVERABLES:

- Completed Signal Inventory using City checklist
- Photo documentation of existing conditions

C - Construction Documents

C.1 Signal Project Design Meeting & Alternative Selection

BENEN will conduct a Signal Project Design Meeting with City staff to review findings from data collection and field verification, confirm project goals, and discuss preliminary concepts for both systemic and site-specific improvements.

The objective of this meeting is to:

- Review existing conditions and key constraints
- Present conceptual improvement strategies
- Discuss potential alternatives at select locations
- Identify the City's preferred approach for advancing design

Following the meeting, BENEN will refine concepts and document the selected approach to establish a clear direction for 60% design.

DELIVERABLES:

- Meeting agenda and presentation materials
- Meeting summary documenting decisions and preferred alternatives

C.2 60% Plans and Estimate (P&E)

Based on our approved 30% Plans, the BENEN team will prepare 60% P&E utilizing AutoCAD, City of Milpitas Design Standards, and applicable codes. Construction Drawings shall include:

- Title Sheet with General Notes, Legend, Abbreviations, Site Map, and Sheet Index
- Typical Cross Sections
- Layouts
- Construction Details
- Pavement Delineation and Sign Plans
- Blueprint for a Clean Bay (provided by City)

Layouts will be prepared at a scale not smaller than 1" = 20'.

DELIVERABLES:

- PDF copy of the Plans and Estimate
- Excel copy of Estimate

C.3 90% Plans, Specifications, and Estimate (PS&E)

BENEN will respond to comments and prepare/submit plans, specifications, and estimates to the City for review and comment as detailed above. Specifications will be prepared using a City provided standard front-end document.

DELIVERABLES:

- PDF copy of the Plans, Specifications, and Estimate
- Excel copy of Estimate

- Word copy of Specifications
- PDF copy of Construction Schedule
- Response to Comments Matrix

C.4 Final PS&E

BENEN will respond to comments, prepare and submit Plans, Specifications, and Estimate to the City for review and comment as detailed above. The final submittal plan will be on mylar, stamped and signed by a California-registered PE.

DELIVERABLES:

- PDF copy of the Plans (22"x 34"), Specifications, and Estimate
- Two (2) full size paper copies of plans, wet signed
- Two (2) copies of Specifications, wet signed
- AutoCAD copy of Plans
- Excel copy of Estimate
- Word copy of Specifications
- PDF copy of Construction Schedule
- Response to Comments Matrix

D - Bid Support

BENEN will provide senior staff to assist the City with addressing bidder questions, attend the pre-bid meeting, and provide design support for addenda during the bidding phase.

ASSUMPTIONS:

- One (1) pre-bid meeting

DELIVERABLES:

- Conformed PS&E Package
  - PDF copy of the Plans (22"x 34"), Specifications, and Estimate
  - AutoCAD copy of Plans
  - Excel copy of Estimate
  - Word copy of Specifications

E - Construction Support (OPTIONAL)

E.1 Design Support During Construction

BENEN will provide senior staff to assist the City with RFIs, address questions, review submittals, attend meetings, and make project site reviews during the construction phase.

BENEN will also prepare as-built drawings from notes and markups from the contractor and Resident Engineer.

ASSUMPTIONS:

- Four (4) RFIs and four (4) field site visits.

DELIVERABLES:

- PDF and AutoCAD versions of the as-built plans

E.2 Pre-Construction Services

Ghirardelli's Resident Engineer will organize a pre-construction conference with the Contractor, subcontractors, City staff, Designer, construction management (CM) team members, and other interested parties to discuss the project and the work involved. This conference will provide a forum for answering questions from the Contractor and other interested parties as well as addressing issues and coordination that need to be performed before work commences. Ghirardelli's Resident Engineer will prepare an agenda and meeting minutes.

E.3 Construction Services

Ghirardelli's Resident Engineer will manage the day-to-day administration of the project. The Resident Engineer, as appropriate, will be the first point of contact with the Contractor, representing the City and the construction management team. The Resident Engineer will:

- Prepare letters to the Contractor giving formal direction and instruction, when necessary
- Coordinate with the City, providing informational updates and requesting input, as needed
- Manage and perform project inspection
- Document progress and operations with daily photographs
- Coordinate, manage and review materials sampling and testing activities
- Monitor project safety and verify compliance with laws, orders, and regulations
- Review labor compliance documents
- Prepare punch lists, as necessary

Contract Administration: Ghirardelli's Resident Engineer will review and respond to submittals and RFIs in coordination with the City's Project Manager; review and monitor the Contractor's schedule; coordinate the review of traffic control plans and inspection of traffic control measures; review the Contractor's compliance with all permits, stormwater regulations and permits (SWPPP), and environmental documents; review the Contractor's compliance with health and safety standards and regulations and reporting of non-compliance; and monitor record documents to ensure proper maintenance and completion by the Contractor. At the

conclusion of each week's work, a Weekly Statement of Working Days (WSWD) will be submitted to both the Contractor and City staff.

Project Coordination/Meetings: Ghirardelli's Resident Engineer will hold weekly meetings with the Contractor, City staff and other interested parties. The Resident Engineer will prepare and distribute weekly project meeting agendas and minutes to attendees. Our Resident Engineer will be in close communication with the City Project Manager to coordinate project issues and keep the City informed regarding the project status.

Resident Engineer will also coordinate with utility agencies and other third parties and arrange meetings for specific issues, as needed.

Scheduling: Ghirardelli's Resident Engineer will review the Contractor's baseline schedule and determine its conformance with the plans and specifications. We will also review the monthly schedule updates and look ahead schedules to verify that the project is on schedule. Any slippage will be discussed with the contractor and the City Project Manager so that action can be taken to minimize delays to project completion.

Monthly Progress Payments: Ghirardelli's Resident Engineer will prepare a progress payment estimate each month and will include the quantity and amount to pay, quantity and amount paid to date, and the quantity and amount remaining for each contract item and change order. We will submit source documents justifying the quantities to be paid with each progress estimate.

The Resident Engineer and inspection staff will prepare source documents for payment for work performed for each item listed in the Engineer's Estimate. These source documents will include calculations, field measurements, and counts to document the exact quantity(s) of item work performed each progress pay period. These source documents will be filed in the project records and will be the basis for payment as well as the auditable permanent project records.

Submittals and RFIs: Our Resident Engineer will review Submittals and RFIs and coordinate with the City Project Manager and the Designer to respond in a timely manner. By Ghirardelli's close monitoring of and coordinating the response to Submittals and RFIs, we will help to prevent potential project delays and impacts. Document logs will be maintained for correspondence, submittals/shop drawings, RFIs, RFCs, change orders, and disputes and potential claims.

Construction Inspection: Close adherence to the plans, details, and all applicable specifications is required to properly construct and administer the project. Inspection activities include, but are not limited to, maintaining continuous City coordination, issuing notices of non-compliance, maintaining strict adherence to all local policies, conducting a daily review of the construction operations, and adhering to all applicable contract specifications and standards to include City, State and Federal.

Ghirardelli's Inspector will prepare a daily report for each construction day. The inspector's daily reports (including the reports from material testers) will be provided to the Resident Engineer. This information will be

used for the preparation and evaluation of the monthly progress estimates, non-compliance issues, construction delays, compliance tests, CPM schedule review, liquidated damages, and claims. The daily reports will include the following information:

- Date, project identification, contractor's name, subcontractor's name(s), and time of inspections.
- Conditions (weather, moisture, soil, etc.): Any inclement weather conditions that hampered or delayed the contractor's operations
- Activities detail: Scheduled activities including starting and completion dates; bid item numbers of all activities should be listed in the daily report
- Difficulties encountered by the contractor
- Construction issues (disputes, questions in the field, etc.)
- Deficiencies and violations (including construction work, safety, labor, etc.)
- Major material and equipment deliveries to the site (type, quantity, means of delivery, and condition of materials)
- Record of manpower, construction equipment, and materials testing locations and results

Change Orders: Ghirardelli's Resident Engineer will prepare Change Orders, as necessary, in accordance with the Caltrans Construction Manual, Caltrans Local Assistance Procedures Manual and the City's Project Manager's instructions. Change Order approval or Authority to Proceed will be secured from the City before any work of the change is performed.

Materials Sampling and Testing (Field and Lab): Inspector will coordinate materials sampling and testing services with the City's designated materials firm. All materials testing (field and laboratory) will be performed at the frequency established by the contract documents including the City's Quality Assurance Plan (QAP). Ghirardelli's Inspector will review the test reports for compliance and maintain the required documentation, including a non-conformance log to assure that all failed tests are retested until meeting compliance.

E.4 Post-Construction Services

Ghirardelli's Resident Engineer will work closely with the Designer, City staff and other stakeholders to help to ensure that the project closeout proceedings are performed quickly, accurately and consistently, in accordance with all pertinent policies and procedures. We will review and monitor the Contractor's submittal information respective to the closeout, such as "as-built" information, punch list preparation, final progress payment, warranties, guarantees, etc. Our inspector will perform a final inspection and ensure all items from the punch list are completed.

Ghirardelli's Resident Engineer and Inspector will provide City staff with an original set of construction documents, cataloged in accordance with the Caltrans file management system, which includes all documented correspondence, diaries, reports, photos, correspondence, contract documents, labor compliance,

materials, material tests, change orders, progress payment and survey records, etc. for storage by the City. All contract documents will be digitized and filed electronically.

F - Record Documents & Project Closeout

BENEN will maintain record drawings throughout construction based on contractor redlines, Requests for Information (RFIs), submittals, and executed Contract Change Orders generated during construction. Prior to project acceptance, contractor-provided as-built drawings and specifications will be reviewed for completeness and accuracy, and comments will be provided for correction of incomplete or inconsistent information as necessary.

BENEN will incorporate all approved construction modifications, utility adjustments, RFIs, submittals, and Contract Change Orders from the conformed bid set into the final Record Drawing set. Final record documents will be prepared in accordance with the City's CAD standards and closeout requirements.

BENEN will also review contractor-provided operation and maintenance manuals, warranties, and closeout documentation for general conformance with the Contract Documents. Prior to expiration of applicable warranty periods, BENEN will participate in a warranty review walkthrough with the City to identify observable defective materials or workmanship requiring corrective action by the Contractor.

ASSUMPTIONS:

- Contractor will provide complete and legible redline drawings and as-built documentation.
- Record drawings will reflect information provided by the Contractor and Resident Engineer.
- Final record documents will be submitted within 25 days of receipt of complete contractor redline drawings.
- No additional design beyond incorporation of approved construction modifications is included in this task.

DELIVERABLES:

- Final Record Drawings in AutoCAD, PDF, and TIF format
- Final Conformed Contract Documents
- Record Drawing submittal incorporating approved RFIs, submittals, and Contract Change Orders
- Reviewed contractor closeout documentation
- Warranty review memorandum

EXHIBIT "B-1"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Designer will invoice City on a monthly cycle based on the following fee schedule. Designer will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Designer will inform City regarding any out-of-scope work being performed by Designer for which Designer intends to seek compensation from City.

See attached Fee Schedule on next page.

Fee Estimate

Client: City of Milpitas

Consultant: Bennett Engineering Services Inc (BENEN)

Project: Street Resurfacing Project 2027 - Project No. 4307

Date: May 18, 2026

Fee Estimate	Engineer 10 310 $/hr		Engineer 9 295 $/hr		Engineer 8 275 $/hr		Engineer 7 254 $/hr		Engineer 6 237 $/hr		Engineer 5 224 $/hr		Engineer 4 209 $/hr		Engineer 3 196 $/hr		Engineer 2 185 $/hr		Engineer 1 174 $/hr		BEN|EN Subtotal		MISC. EXPENSES	Ghirardelli Associates	Geocon	TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		Contract	Contract	
TASK 1 - PAVEMENT REHABILITATION																										
A Project Administration and Coordination	8 hrs	$2,480	hrs	$0	24 hrs	$6,600	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	32 hrs	$9,080	$0	$0	$0	$9,080
B Field and Document Investigation	hrs	$0	hrs	$0	8 hrs	$2,200	hrs	$0	hrs	$0	48 hrs	$10,752	40 hrs	$8,360	40 hrs	$7,840	40 hrs	$7,400	40 hrs	$6,960	216 hrs	$43,512	$0	$0	$0	$43,512
C PS&E - Construction Document	hrs	$0	hrs	$0	32 hrs	$8,800	hrs	$0	hrs	$0	120 hrs	$26,880	120 hrs	$25,080	100 hrs	$19,600	60 hrs	$11,100	72 hrs	$12,528	504 hrs	$103,988	$0	$0	$0	$103,988
D Bid Support	hrs	$0	hrs	$0	12 hrs	$3,300	hrs	$0	hrs	$0	16 hrs	$3,584	hrs	$0	hrs	$0	hrs	$0	hrs	$0	28 hrs	$6,884	$0	$0	$0	$6,884
E Construction Support (Optional)	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	$0	$0	$0	$0
F Record Document and Project Closeout	hrs	$0	hrs	$0	4 hrs	$1,100	hrs	$0	hrs	$0	hrs	$0	hrs	$0	12 hrs	$2,352	32 hrs	$5,920	hrs	$0	48 hrs	$9,372	$0	$0	$0	$9,372
G Design Allowance (15%)	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	$25,925	$0	$0	$25,925
H Reimbursables	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	$1,000	$0	$0	$1,000
Subtotal	**8 hrs**	**$2,480**	**hrs**	**$0**	**80 hrs**	**$22,000**	**hrs**	**$0**	**hrs**	**$0**	**184 hrs**	**$41,216**	**160 hrs**	**$33,440**	**152 hrs**	**$29,792**	**132 hrs**	**$24,420**	**112 hrs**	**$19,488**	**828 hrs**	**$172,836**	**$26,925**	**$0**	**$0**	**$199,761**
TASK 2 - TRAFFIC SIGNAL MODIFICATIONS AND RRFB																										
A Project Administration and Coordination	8 hrs	$2,480	12 hrs	$3,540	hrs	$0	hrs	$0	hrs	$0	hrs	$0	12 hrs	$2,508	hrs	$0	hrs	$0	hrs	$0	32 hrs	$8,528	$0	$0	$0	$8,528
B Field and Document Investigation	8 hrs	$2,480	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	48 hrs	$10,032	40 hrs	$7,840	48 hrs	$8,880	48 hrs	$8,352	192 hrs	$37,584	$15,000	$0	$0	$52,584
C PS&E - Construction Document	32 hrs	$9,920	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	120 hrs	$25,080	72 hrs	$14,112	72 hrs	$13,320	64 hrs	$11,136	360 hrs	$73,568	$0	$0	$0	$73,568
D Bid Support	8 hrs	$2,480	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	8 hrs	$1,672	hrs	$0	4 hrs	$740	hrs	$0	20 hrs	$4,892	$0	$0	$0	$4,892
E Construction Support (Optional)	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	$0	$0	$0	$0
F Record Document and Project Closeout	2 hrs	$620	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	8 hrs	$1,672	hrs	$0	12 hrs	$2,220	hrs	$0	22 hrs	$4,512	$0	$0	$0	$4,512
G Design Allowance (15%)	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	$21,613	$0	$0	$21,613*
H Reimbursables	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	$1,000	$0	$0	$1,000
Subtotal	**58 hrs**	**$17,980**	**12 hrs**	**$3,540**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**196 hrs**	**$40,964**	**112 hrs**	**$21,952**	**136 hrs**	**$25,160**	**112 hrs**	**$19,488**	**626 hrs**	**$129,084**	**$37,613**	**$0**	**$0**	**$166,697**
PROJECT TOTAL	**66 hrs**	**$20,460**	**12 hrs**	**$3,540**	**80 hrs**	**$22,000**	**hrs**	**$0**	**hrs**	**$0**	**184 hrs**	**$41,216**	**356 hrs**	**$74,404**	**264 hrs**	**$51,744**	**268 hrs**	**$49,580**	**224 hrs**	**$38,976**	**1454 hrs**	**$301,920**	**$64,538**	**$0**	**$0**	**$366,458**

* 15% is based on Labor and Misc. Expenses

EXHIBIT "C-1"

COMPENSATION RATES AND REIMBURSABLE EXPENSES

1. HOURLY COMPENSATION RATES.

BENNETT ENGINEERING SERVICES

Professional Staff Rate Schedule | 2025/2026 Fiscal Year

Billing Classifications	Rate Class	Charge Rate
ENGINEER / SURVEYOR		
	10	$310
	9	$295
	8	$275
	7	$254
	6	$237
	5	$224
	4	$209
	3	$196
	2	$185
	1	$174

Billing Classifications	Rate Class	Charge Rate
DESIGNER/TECH		
	7	$200
	6	$185
	5	$156
	4	$146
	3	$130
	2	$117
	1	$102
PROJECT ADMINISTRATOR		
	5	$175
	4	$151
	3	$128
	2	$102
	1	$87

- Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) and subconsultant costs will be billed at cost plus fifteen percent (15%) for administration, coordination, and handling.
- Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium. Work mandated by Prevailing Wage laws will be charged accordingly.
- Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- Classifications may be added or removed as-needed without notice.
- Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- Rates are subject to change annually effective July 1, 2025.

2. REMURSABLE EXPENSES

Not Applicable.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to Joseph J. Albanese, Inc., Approve Agreements with H.T. Harvey & Associates, and Baseline Environmental Consulting, and Approve Amendment to the Agreement with Artik Art & Architecture for the S. Milpitas Boulevard Road Extension, CIP No. 2016 (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:	6/16/2026
Recommendation:	Adopt a resolution to: (1) Approve the project plans and specifications; (2) Accept the bid withdrawal request from A&B Construction Inc.; (3) Award the construction contract to Joseph J. Albanese, Inc., the lowest responsible bidder submitting a responsive bid, in the amount of $5,730,000; (4) Authorize the City Manager, or designee, to execute the construction contract with Joseph J. Albanese, Inc.; (5) Establish a construction contingency of $1,146,000 and authorize the Public Works Director to negotiate and execute contract change order(s) in an amount not-to-exceed $1,146,000; (6) Approve and authorize the City Manager, or designee, to execute a Professional Services Agreement with H.T. Harvey & Associates in an amount not-to-exceed $111,498; (7) Approve and authorize the City Manager, or designee, to execute a Professional Services Agreement with Baseline Environmental Consulting in an amount not-to-exceed $197,617; and (8) Approve and authorize the City Manager, or designee, to execute Amendment No. 1 to the Design Services Agreement with Artik Art & Architecture in an amount not-to-exceed $72,400 for S. Milpitas Boulevard Road Extension, CIP No. 2016.

BACKGROUND:

In June 2008, the City Council adopted the Transit Area Specific Plan (TASP) to support the Milpitas Transit Center, including Bay Area Rapid Transit, Valley Transportation Authority light rail and bus services; and adopted the Milpitas Metro Specific Plan (MMSP), an update to the TASP, in February 2023. The TASP/MMSP was developed to accommodate substantial new development, minimize traffic impacts on local roadways, and reduce urban sprawl, which transformed the industrial area into a high-density mixed-use, transit-oriented district. To support the anticipated growth in residents and workforce within the district, the TASP/MMSP developed a Basic Infrastructure Program (BIP) to meet the infrastructure needs related to community, parks, transportation, and utility facilities, and associated land acquisition. To ensure new development in the TASP pays its fair share of public improvement costs, the City enacted the Transit Area Development Impact Fee (TADIF) in 2008.

The South Milpitas Boulevard (SMB) road extension from Montague Expressway connecting to the Sango Court road extension in the Tango Subdistrict was identified in the BIP as item DB#9 to improve vehicular, bicycle, and pedestrian connectivity between parks, schools, Milpitas BART Station, The Great Mall, and surrounding residential neighborhoods. The majority of the SMB extension was completed up to E. Penitencia Channel (Creek) by the VTA BART and Anton Multi-Family Residential Development (730/750 Capitol Expressway) projects. The City purchased 1831-1841 Tarob Court (Tarob Property) in 2020 and a portion of Assessor's Parcel Number 086-37-018 from the Santa Clara Valley Water District (Valley Water) in 2025 to complete the remaining portion of the SMB extension.

The South Milpitas Boulevard Road Extension Project, CIP No. 2016 (Project), is included in the adopted FY 2027-2031 Capital Improvement Program and provides for the design and construction of the remaining portion of the road extension between the Creek and Sango Court road extension, including the bridge

crossing over the Creek. The estimated cost of the Project is $15.7 million, of which $12.7 million will be funded by TADIF and the remainder by a $3 million Community Project earmark through passage of the Federal FY2022 Omnibus Bill (Federal Earmark). On September 12, 2025, Caltrans obligated the Federal Earmark and authorized the City to proceed with the bid phase for construction of the Project, which must be completed by September 30, 2030.

The Project is subject to the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), and other regulatory requirements. The City retained David J. Power & Associates (DJPA) with sub-consultant, HT Harvey & Associates, to complete the environmental review and assist with securing regulatory permits from the California Department of Fish and Wildlife (CDFW), U.S. Army Corps of Engineers (USACE), and the Regional Water Quality Control Board (RWQCB). With the work completed by DJPA and HT Harvey, the City Council adopted an Initial Study/Mitigated Negative Declaration on May 21, 2024, in compliance with CEQA; Caltrans subsequently determined the Project is a Categorical Exclusion under 23 CFR 771.117(c) in accordance with NEPA on June 4, 2025; and staff secured permits from all regulatory agencies for the Project.

As part of the permit requirements from the CDFW, USACE, and RWQCB, H.T. Harvey prepared a Mitigation and Monitoring Plan (MMP) that outlines measures to mitigate potential impacts to biological resources and water quality during and after construction. The construction of the Project will result in temporary and permanent impacts on jurisdictional waters and habitats due to construction activities such as dewatering, shading by the bridge onto the habitat of the Creek, and removal of trees. Temporary impacts will be mitigated through on-site restoration; however, due to limited on-site mitigation space, permanent impacts will be mitigated off-site through riparian planting along the shoreline of the pond at Hidden Lake Park, which is within the Penitencia Creek watershed. In accordance with the approved MMP and permit requirements, the on-site and off-site mitigation areas must be monitored for a minimum of three and five years, respectively. The City must retain a qualified biologist/ecologist to provide monitoring services as required by the permits.

Prior to the City's acquisition of Tarob Property, an environmental soil analysis found elevated concentrations of volatile organic compounds in the soil and groundwater as a result of the property operating as a circuit board manufacturing facility. As a condition of the purchase, RWQCB required the property owner to conduct soil remediation, prepare a post-remediation Risk Management Plan (RMP), and record a Land Use Covenant and Deed Restriction requiring compliance with the RMP. The RMP establishes requirements and protocols for soil and groundwater management, air monitoring, dust control, and health and safety during all construction, grading, and excavation activities. It also requires the City to retain a qualified environmental professional to oversee these activities and perform compliance activities such as agency notification, field screening, sampling, documentation, and regulatory reporting procedures.

On July 17, 2023, the City Council approved a Design Services Agreement with Bill Gould Architectural Corporation, doing business as Artik Art & Architecture (Artik), in the amount of $336,495 for the prototype development, design, and preparation of construction documents for the bridge's architectural enhancement features. Given the specialty and complex nature of the aesthetic design, it is essential Artik remain involved to provide construction support and quality assurance, ensuring the work is executed in accordance with the Contract Documents. This service was not included in the original contract; thus, an amendment is required.

ANALYSIS:

Construction Contract Award:

The Project was advertised on the City's eProcurement system, OpenGov Procurement, and digital construction trade publications on April 3, 2026, and on the Milpitas Post on April 3 and 10, 2026, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act and Milpitas Municipal Code Section I-2-3.08 – Formal Bid Procedures. The Project was also posted at Milpitas City Hall, Sports Center, and Senior Center per City Council direction and Government Code section 36933. The bid opening was held on May 12, 2026, and five (5) sealed bids were received with base prices ranging from $4,715,870 to $6,275,000. The Council's agenda packet includes detailed information about the Project's Plan and Specifications (Attachment B); and the Engineer's Construction Estimate and the Bid Results for the Project's base bid and alternative bid items (Attachment C).

The Summary of Bid Results is as follows:

Bidder	Location	Base Bid	Bid Alternate No. 1
Engineer's Estimate		**$5,515,000.00**	**$150,000.00**
A&B Construction Inc.	Oakland, CA	$4,715,870.00	$160,000
Joseph J. Albanese, Inc.	Santa Clara, CA	$5,530,000.00	$200,000
Ghilotti Construction	Santa Rosa, CA	$5,965,955.07	$180,000
Goodfellow Bros.	Livermore, CA	$6,180,000.00	$450,000
Graniterock	Watsonville, CA	$6,275,000.00	$190,000

The bid pricing received varies between 14.5% below to 13.8% over the Engineer's Construction Estimate. The variation is likely due to various factors, including, but not limited to, the construction market is experiencing an expansion of public works projects while the private sector appears to be contracting, timing of the bid posting, contractor's work schedule, an increase in competition amongst contractors, contractors self-performing work instead of using subcontractors, the economic scale of the Project, and/or cost of materials and labor.

Staff reviewed the bid proposal submitted by A&B Construction, Inc. (A&B), the apparent lowest bidder, and found their bid proposal to be responsive. The Notice of Intent to Award Contract (Attachment D) to A&B was posted on May 13, 2026, in OpenGov Procurement. However, shortly after it was posted, A&B submitted a request to withdraw their bid, pursuant to California Public Contract Code (PCC) Section 5103 (Attachment E). A&B stated that a computational error in their bid documents resulted from a malfunction within their estimating spreadsheet related to Bid Items Nos. 12, 13, and 14, which made their bid materially different than they intended to submit. Staff reviewed supporting documents (Attachment F), including estimate spreadsheets and material supplier quotes, and determined that the error resulted from a computational or clerical error in nature rather than in bidding judgment, carelessness in reviewing the project site, or failure to examine the plans and specifications properly. In consultation with the City Attorney's Office and pursuant to PCC Section 5101, the City consented to relieve A&B of the bid due to a computational or clerical error in nature (Attachment G).

Staff reviewed the bid proposal submitted by Joseph J. Albanese, Inc., the second lowest bidder, and found their bid proposal to be responsive. The Notice of Intent to Award Contract (Attachment H) to Joseph J. Albanese, Inc. was posted on OpenGov Procurement on May 19, 2026, and no bid protests were filed with the City. Staff recommends awarding the construction contract for the base bid amount of $5,530,000, plus alternate bid item no. 1 in the amount of $200,000, for a total amount of $5,730,000.00 to Joseph J. Albanese, 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 consultant's best efforts to capture all relevant information in the construction drawings, significant challenges may arise during demolition of the building, grading operation, and bridge construction due to unforeseen site conditions, environmental and hazardous material discoveries, evolving agency reporting requirements, and the presence of biological or archaeological resources. As a result, additional coordination, analysis, permitting, or design modifications may be required during construction. The construction contingency for the Project, established to address any unforeseen conditions that arise during construction, is $1,146,000, 20% of the total contract value. Staff recommend a 20% contingency, above the typical 10-15% range, given that the Project may encounter unforeseen conditions related to environmental preservation and hazardous materials that cannot be fully captured or qualified in design. As previously approved for the successful completion of recent projects with tight schedules, staff are requesting the same change order policy used for previous projects (Attachment I). This policy allows for the 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.

Environmental Mitigation and Monitoring Services:
In compliance with RWQCB, USACE, and CDFW permit requirements, the City must retain a qualified biologist/ecologist to support the implementation of the MMP, including, but not limited to, reviewing construction and planting plans, preparing a biological as-built report, and annual post-construction monitoring and reporting. Pursuant to the City Municipal Code Section I-2-3.13 – Contracting for Consultant, staff

determined retaining H.T. Harvey & Associates would be in the City's best interest as they prepared the MMP and possess extensive familiarity with the Project; and a bidding process is not likely to result in a lower price to the City or eliminate unnecessary expense or delay. Staff recommends City Council approve a Professional Services Agreement with H.T. Harvey & Associates in an amount not-to-exceed $111,498 for mitigation and monitoring support services for the Project (Attachment J). The scope of work is more particularly described in the Design Services Agreement – Exhibit A.

Environmental Risk Management Plan Implementation:
The City must retain a qualified environmental professional to oversee all construction activities according to the RMP. In accordance with City Municipal Code I-2-3.13 – Contracting for Consultant, a Request for Proposals (RFP 25-291) was released on March 5, 2026, to seek a qualified environmental professional with expertise in providing environmental oversight services, including, but not limited to, project administration, technical reporting, field oversight, laboratory analysis, and coordination with regulatory agencies.

The RFP 25-291 was publicly posted on the City's eProcurement system, OpenGov Procurement, in accordance with the City Municipal Code I-2-3.09 - Request for Proposals Procedure. Upon release, 62 firms downloaded the RFP documents. Three (3) consultants submitted proposals by the published closing date of April 3, 2026, and were added to the City's On-Call Environmental Services list posted on OpenGov. The RFP was evaluated and scored according to the criteria outlined in the solicitation. The following table summarizes the rating of each proposer.

Vendor	Cover Letter (5%)	Company Profile (30%)	Execution Plan (30%)	Personnel Assigned (20%)	References (5%)	Proposed Compensation (10%)	Total Score Weighted Average
Baseline Environmental Consulting	10	8.67	9.33	8.67	10	10	**91.33**
Envirocom	9	8.33	5.33	9.33	9.33	6	**74.81**
Farallon Consulting	10	9	5.33	6	8	8	**72**

Following the initial scoring, the two highest-ranked firms were invited to participate in an oral interview to discuss their proposal, provide clarifications, and answer questions. Baseline Environmental Consulting ("Baseline") was determined to be the best value proposer in accordance with the RFP evaluation criteria. Staff recommends City Council approve the Professional Services Agreement with Baseline in an amount not-to-exceed $197,617 for environmental monitoring and oversight for the Project (Attachment K). The scope of work is more particularly described in the Professional Services Agreement – Exhibit A.

Architectural Enhancement Construction Support Services:
As the bridge's architectural enhancement feature is a customized design, it is necessary that Artik provide construction support to ensure the feature is constructed according to the Contract Documents. Staff recommends the City Council approve Amendment No. 1 to the Design Services Agreement with Artik to provide construction support services (Attachment L). The scope of work is described further in the Amendment – Exhibit A. Staff has negotiated a scope and fee for Amendment No. 1 in a not-to-exceed amount of $72,400, which will increase the compensation of the agreement from $336,495 to $408,895, and extend the contract term to December 31, 2028.

PROJECT SCHEDULE/KEY MILESTONES:
Upon City Council adoption of the Resolution (Attachment A), construction is anticipated to start in August and be completed by Fall 2027.

POLICY ALTERNATIVE(S):
Alternative 1: Do not approve the Project's plans and specifications and award the construction contract to Joseph J. Albanese, Inc.

Pros: None.

Cons: Staffing resources will need to be reallocated to re-advertise the Project, resulting in a minimum 12-month delay, which will cause the City to miss this construction season. As the RWQCB, USACE, and CDFW permits prohibit construction between October and June in the Creek, the Project could also miss the construction season in 2027 due to staff availability. In addition, the City could be at risk of losing the Federal Earmark as the Funding Agreement allows up to six months of project inactivity.

Reason for Not Recommending: A denial would delay the start of the construction of the Metro Tango Subdistrict Park, which is planned for 2028 and is to be completed in 2029. The construction schedule for the Park is contingent upon completion of the Project.

Alternative 2: Do not approve the Professional Services Agreement with H.T. Harvey & Associates.

Pros: None.

Cons: The City would not comply with the MMP monitoring and reporting requirements as required by the RWQCB.

Reason for Not Recommending: The City would be in violation of the RWQCB section 401 permit and could be at risk of losing the Federal Earmark.

Alternative 3: Do not approve the Professional Services Agreement with Baseline.

Pros: None.

Cons: The City would not comply with the RMP monitoring and reporting requirements set by the RWQCB.

Reason for Not Recommending: The City would be in violation of the Land Use Covenant and Deed Restriction and RWQCB requirements and be liable for any public health hazard caused by the construction activity.

Alternative 4: Do not approve Amendment No. 1 with Artik.

Pros: None.

Cons: Lack of construction support for the aesthetic enhancement feature would prevent the design from reaching its full architectural potential.

Reason for Not Recommending: The City does not have the specialty resource to ensure the architectural enhancement feature is built to maintain project quality standards.

FISCAL IMPACT:

As of June 2, 2026, the available funding for the Project is $10,250,000, which is funded by TADIF (TASP Impact Fee) and the federal earmark. There is sufficient funding available to award the construction contract and approve the Amendment and Professional Service Agreements with the aforementioned contractor/consultants.

Base Bid	$ 5,530,000
Alternate Bid No. 1	$ 200,000
20% Construction Contingency	$ 1,146,000
HT Harvey Professional Service Agreement	$111,498
Baseline Professional Service Agreement	$197,617
Artik Amendment No.1	$72,400
Total	**$ 7,257,515**

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The City of Milpitas, as the Lead Agency, prepared an Initial Study/Mitigated Negative Declaration (IS/MND), a Mitigation Monitoring and Reporting Program (MMRP), and the Notice of Determination for the SMB Project pursuant to the California Environmental Quality Act (CEQA) requirement. On May 21, 2024, the City Council adopted the IS/MND in its entirety for the Project.

There are no substantial changes to the project, the project's circumstances, or new information that could not have been known at the time of the City's prior environmental determination, and/or any changes or circumstances do not present new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects requiring further environmental study and review. The City's prior environmental determinations adequately support the City's current action; accordingly, no further CEQA review is required pursuant to Pub. Res. Code § 21166 and CEQA Guidelines § 15162(a).

As part of the Federal Earmark requirements, extensive environmental studies were conducted in accordance with NEPA guidelines. Caltrans certified that it has fulfilled its responsibility to make the determination pursuant to 23 USC 326 and the Memorandum of Understanding dated April 18, 2022, executed between FHWA and Caltrans. Caltrans has determined that the project qualifies as a Categorical exclusion under 23 CFR 771.117(c).

ATTACHMENT(S):
(a) Resolution
(b) Project Plan and Specifications
(c) Bid Results Summary
(d) Notice of Intent to Award to A&B
(e) Letter of Bid Withdrawal from A&B
(f) Supporting Documents from A&B
(g) City Consent Letter to Bid Withdrawal Request
(h) Notice of Intent to Award to Joseph J. Albanese, Inc.
(i) Construction Change Order Policy
(j) Professional Services Agreement with H.T. Harvey and Associates
(k) Professional Services Agreement with Baseline Environmental Consulting
(l) Amendment No. 1 to the Agreement with Artik Art & Architecture

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE PROJECT PLANS AND SPECIFICATIONS; ACCEPTING THE BID WITHDRAWAL REQUEST FROM A&B CONSTRUCTION INC.; AWARDING THE CONSTRUCTION CONTRACT TO JOSEPH J. ALBANESE, INC., THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID, IN THE AMOUNT OF $5,730,000; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONSTRUCTION CONTRACT WITH JOSEPH J. ALBANESE, INC.; ESTABLISHING A CONSTRUCTION CONTINGENCY OF $1,146,000 AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AMOUNT NOT-TO-EXCEED $1,146,000; APPROVING AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH H.T. HARVEY & ASSOCIATES IN AN AMOUNT NOT-TO-EXCEED $111,498; APPROVING AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH BASELINE ENVIRONMENTAL CONSULTING IN AN AMOUNT NOT-TO-EXCEED $197,617; AND APPROVING AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT WITH ARTIK ART & ARCHITECTURE IN AN AMOUNT NOT-TO-EXCEED $72,400 FOR S. MILPITAS BOULEVARD ROAD EXTENSION, CIP NO. 2016

WHEREAS, in June 2008, the City Council adopted the Transit Area Specific Plan (TASP) to support the Milpitas Transit Center, including Bay Area Rapid Transit, Valley Transportation Authority light rail and bus services; and adopted the Milpitas Metro Specific Plan (MMSP), an update to the TASP, in February 2023. To support the anticipated growth in residents and workforce within the district, the TASP/MMSP developed a Basic Infrastructure Program (BIP) to meet the infrastructure needs related to community, parks, transportation, and utility facilities, and associated land acquisition; and

WHEREAS, South Milpitas Boulevard road extension was identified in the BIP as item DB#9 from Montague Expressway to connect to the Sango Court road extension in the Tango Subdistrict to improve vehicular, bicycle, and pedestrian connectivity between parks, schools, Milpitas BART Station, The Great Mall, and surrounding residential neighborhoods; and

WHEREAS, the South Milpitas Boulevard Road Extension Project, CIP No. 2016 ("Project") is included in the adopted FY 2027-2031 Capital Improvement Program to provide the design and construction of the remaining portion of the road extension between Penitencia Creek and Sango Court road extension including the bridge crossing over the creek; and

WHEREAS, on July 17, 2023, the City Council approved a Design Services Agreement with Bill Gould Architectural Corporation, doing business as Artik Art & Architecture, in the amount of $336,495 for the prototype development, design, and preparation of construction documents for the bridge's architectural enhancement features of the Project; and

WHEREAS, the City Council adopted an Initial Study/Mitigated Negative Declaration on May 21, 2024, in compliance with CEQA and Caltrans subsequently determined the Project is a Categorical Exclusion under 23 CFR 771.117(c) in accordance with NEPA on June 4, 2025; and

WHEREAS, on September 12, 2025, Caltrans obligated the $3 million Community Project earmark through passage of the Federal FY2022 Omnibus Bill and authorized the City to proceed with the bid phase for construction of the Project, which must be completed by September 30, 2030; and

WHEREAS, the Project was advertised on the City's eProcurement system, OpenGov Procurement, and digital construction trade publications on April 3, 2026, and on the Milpitas Post on April 3 and 10, 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 $5,515,000 and Bid Alternate No. 1 is $150,000; and

WHEREAS, on May 12, 2026, 5 sealed bid proposals were received and the base bid pricing ranged from $4,715,870 to $6,275,000; and

WHEREAS, the lowest responsible bidder submitting a responsive bid is A&B Construction, Inc. in the amount of $4,715,870; and

WHEREAS, on May 13, 2026, the Notice of Intent to Award Contract to A&B Construction, Inc. was posted on OpenGov Procurement; and

WHEREAS, on May 13, 2026, A&B Construction, Inc. submitted a request to withdraw their bid in pursuant to California Public Contract Code (PCC) Section 5103 due to a computational error that made their bid materially different than the contractor intended to submit; and

WHEREAS, in consultation with the City Attorney's Office and pursuant to PCC Section 5101, the City consented to relieve A&B Construction, Inc. of the bid due to a computational or clerical error in nature and not in bidding judgment, carelessness in reviewing the project site, or failure to examine the plans and specifications properly; and

WHEREAS, staff reviewed the bid proposal submitted by Joseph J. Albanese, Inc., the second lowest bidder, and found their bid proposal to be responsive; and

WHEREAS, the Notice of Intent to Award Contract to Joseph J. Albanese, Inc. was posted on OpenGov Procurement on May 19, 2026 and no bid protest was filed with the City within seven (7) days of the notice of intent to award as set forth in the Milpitas Municipal Code I-2-3.19 – Protest Procedure; and

WHEREAS, staff recommends the City Council award a construction contract to Joseph J. Albanese, Inc., the lowest responsible bidder submitting a responsive bid, for the Project, and authorize the City Manager, or designee, to execute a contract for the Base Bid and Alternative Bid No. 1 in the amount of $5,730,000 in accordance with the State law; and

WHEREAS, sufficient funding is available in the Project budget to award the contract to Joseph J. Albanese, Inc., in the amount of $5,730,000, and no additional funding appropriation is required; 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 $1,146,000, twenty percent (20%) of the total contract value, for the Project's timely completion and staff's capability to respond swiftly to unanticipated construction conditions to limit potential claims or risk to the City; and

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

WHEREAS, staff recommend City Council approve and authorize the City Manager, or designee, to execute a Professional Services Agreement with H.T. Harvey & Associates in an amount not to exceed $111,498 to support the implementation of the Mitigation and Monitoring Plan for the Project in accordance with City Municipal Code I-2-3.13 – Contracting for Consultant; and

WHEREAS, staff recommend City Council approve and authorize the City Manager, or designee, to execute a Professional Services Agreement with Baseline Environmental Consulting in an amount not to exceed $197,617 for environmental monitoring and oversight according to Risk Management Plan for the Project in accordance with City Municipal Code I-2-3.13 – Contracting for Consultant; and

WHEREAS, staff recommends City Council approve and authorize the City Manager, or designee, to execute Amendment No. 1 to the Design Services Agreement with Bill Gould Architectural Corporation, doing business as Artik Art & Architecture in an amount not to exceed $72,400 for construction support services of the Project; and

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

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

2. The City Council hereby approves the project plans and specifications.

3. The City Council hereby accepts the A&B Construction, Inc. request to withdraw their bid due to a computational or clerical error in nature pursuant to California Public Contract Code Section 5101.

4. 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, Joseph J. Albanese, Inc., in the amount of $5,730,000.00 for the Project. The City Manager, or their designee, is authorized to execute a contract with Joseph J. Albanese, Inc., not to exceed this amount and take all necessary actions to effectuate this award.

5. The Public Works Director is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not-to-exceed $1,146,000.

6. The City Council hereby approve and authorize the City Manager, or designee, to execute the Professional Service Agreement with H.T. Harvey & Associates in an amount not-to-exceed $111,498.

7. The City Council hereby approve and authorize the City Manager, or designee, to execute a Professional Service Agreement with Baseline Environmental Consulting in an amount not-to-exceed $197,617.

8. The City Council hereby approve and authorize the City Manager, or designee, to execute Amendment No. 1 to the Design Services Agreement with Bill Gould Architectural Corporation, doing business as Artik Art & Architecture in amount not-to-exceed $72,400.

PASSED AND ADOPTED this 16th day of June, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

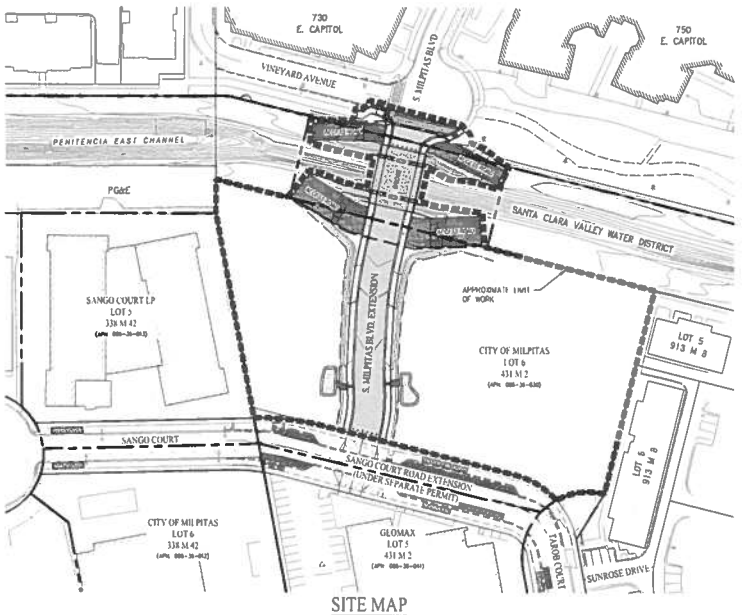
_____
Christian M. Curtis, City Attorney

811 Know what's below. Call before you dig.

CITY OF MILPITAS
SOUTH MILPITAS BOULEVARD ROAD EXTENSION
PROJECT NO. 2016

ENGINEER'S GENERAL NOTES:

1. CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC. 2633 CAMINO RAMON, SUITE 350 SAN RAMON, CA 94583 (925) 866-0322 JASON HUM, RCE #091136
2. SOILS ENGINEER: PACIFIC 6399 SAN IGNACIO, SUITE 150 SAN JOSE, CA 95119 (408) 574-4900 CONTACT: JEANNE T. RUFFONI, GE# 3149
3. BENCHMARK: CITY OF MILPITAS BENCHMARK "CITY-MAG," A BRASS DISK IN MONUMENT WELL AT THE INTERSECTION OF CEDAR WAY AND SOUTH MAIN STREET. ELEVATION = 33.940 (NGVD 29). CITY OF MILPITAS LEVEL OPS SURVEY (12/1999 TO 7/2000). NAVD88 ELEVATION = PLAN ELEVATION+2.743
4. THE BASIS OF BEARING IS OBTAINED BY FOUND MONUMENTS ON THE CENTERLINE OF MCCANDLESS DRIVE PER PARCEL MAP FILED IN BOOK 536 OF MAPS AT PAGE 41 SANTA CLARA COUNTY RECORDS.
5. THE CIVIL ENGINEER ASSUMES NO RESPONSIBILITY BEYOND THE ADEQUACY OF HIS DESIGN CONTAINED HEREIN.
6. UNLESS OTHERWISE NOTED, ALL WORK AND MATERIALS SHALL COMPLY WITH STANDARD SPECIFICATIONS, CONSTRUCTION DETAILS, AND STANDARD DRAWINGS OF THE CITY OF MILPITAS AVAILABLE IN THE CITY ENGINEER'S OFFICE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE IMPROVEMENTS IN THESE PLANS FROM THE APPROPRIATE AGENCIES AND TO COMPLY WITH THE AGENCIES' REQUIREMENTS. THE CONTRACTOR MUST COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL LAWS.
7. PLANS USED FOR CONSTRUCTION OF PUBLIC FACILITIES PURPOSES MUST BE SIGNED BY THE CITY ENGINEER OR HIS REPRESENTATIVE. ANY SUBSEQUENT CHANGES SHALL BE APPROVED BY THE CITY ENGINEER OR HIS REPRESENTATIVE PRIOR TO CONSTRUCTION.
8. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND DESIGN CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF CIVIL ENGINEER.
9. CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS AT THE JOB SITE FOR PUBLIC WORKS, AMBULANCE, POLICE, AND FIRE DEPARTMENTS, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF THE JOB SITE.
10. DURING CONSTRUCTION IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE FOR SAFE TRAFFIC CONTROL IN AND AROUND THE SITE, TO PROTECT THE GENERAL PUBLIC, AND TO PREVENT UNCONTROLLED ACCESS TO THE SITE AT ALL TIMES. THIS MAY INCLUDE BUT NOT BE LIMITED TO SIGNS, FLASHING LIGHTS, BARRICADES AND FLAG PERSONS.
11. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT CARLSON, BARBEE & GIBSON, INC. AT (925) 866-0322 FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
12. CONTRACTOR SHALL PROVIDE PROPER SHORING IN ALL TRENCHES DEEPER THAN FIVE (5) FEET. ANY DAMAGE RESULTING FROM LACK OF SHORING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS.
13. THE CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDER.
14. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY PERTAINING TO "CONFINED SPACES". ANY MANHOLE, CULVERT, DROP INLET OR TRENCH (WHICH COULD CONTAIN AIR), THAT IS NOT READILY VENTILATED, MAY BE CONSIDERED A "CONFINED SPACE".
15. ENCROACHMENT PERMITS REQUIRED FOR WORK WITHIN EXISTING PUBLIC RIGHTS OF WAY SHALL BE OBTAINED BY THE CONTRACTOR.
16. ALL PUBLIC UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER.
17. THE CONTRACTOR SHALL CALL CITY OF MILPITAS PUBLIC WORKS FACILITIES INSPECTION AT (408) 586-2787 TO SCHEDULE INSPECTIONS, 48 HOURS PRIOR TO START OF CONSTRUCTION.
18. PRIOR TO COMMENCEMENT OF ANY WORK ON ADJACENT PROPERTY, THE OWNER SHALL OBTAIN WRITTEN PERMISSION FROM AFFECTED PROPERTY OWNERS.
19. EXISTING CURB, GUTTER AND SIDEWALK THAT ARE DAMAGED OR DISPLACED, EVEN THOUGH THEY WERE NOT TO BE REMOVED, SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.
20. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR FINAL GRADE OF CONCRETE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL GRADE OF CONCRETE.
21. THE OWNER'S CIVIL ENGINEER WILL PROVIDE CONSTRUCTION STAKES. THE NUMBER AND LOCATION OF STAKES REQUIRED SHALL BE DETERMINED BY HIM. THE CONSTRUCTION NEEDS ALL STAKING REQUESTS SHOULD BE DIRECTED TO THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO ACTUAL NEED. ANY ADDITIONAL STAKING OR RESTAKING WILL ONLY BE DONE AS DIRECTED AND AUTHORIZED BY THE OWNER OR HIS AUTHORIZED AGENT.
22. ALL EXISTING ELEVATIONS SHOWN ARE AS ASSUMED IN THE FIELD UNLESS OTHERWISE NOTED.
23. OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) FOR UTILITY LOCATIONS PRIOR TO ANY CONSTRUCTION. PHONE 1-800-227-2600. NEITHER THE OWNER NOR THE CIVIL ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE OBSTRUCTIONS ENCOUNTERED.
24. THE CONTRACTOR IS RESPONSIBLE FOR THE PRESERVATION AND OR REPUTATION OF ALL EXISTING MONUMENTS AND STAKES WITHIN THE CONTRACTOR'S AREA OF WORK. THE CONTRACTOR SHALL NOT DISTURB OR REMOVE ANY MONUMENTS OR STAKES WITHOUT THE PERMISSION OF THE CITY ENGINEER, AND HE SHALL BEAR THE EXPENSE OF RESETTING ANY MONUMENTS OR STAKES WHICH MAY BE DISTURBED OR REMOVED WITH OR WITHOUT PERMISSION. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 15 WORKING DAYS NOTICE TO THE CITY ENGINEER PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MONUMENTS OR STAKES. THE CONTRACTOR SHALL UTILIZE THE SERVICES OF A CALIFORNIA LICENSED LAND SURVEYOR TO RESET ALL DISTURBED OR REMOVED MONUMENTS AND STAKES OR PROVIDE WITNESS MONUMENTS, AND FILE THE REQUIRED DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO THE BUSINESS AND PROFESSIONS CODE SECTION 8771.
25. ALL GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED.
26. ALL GRADED SLOPES ARE MAXIMUM TWO (2) FEET HORIZONTAL TO ONE (1) FOOT VERTICAL. ALL SLOPES ADJACENT TO PUBLIC SIDEWALK SHALL BE FOUR (4) FEET HORIZONTAL TO ONE (1) FOOT VERTICAL EXCEPT WHERE NOTED.
27. ALL GRADING SHALL COMPLY WITH CITY OF MILPITAS GRADING ORDINANCE. THIS PLAN, AND THE GEOTECHNICAL REPORTS PREPARED BY ENGEO INCORPORATED DATED JANUARY 5, 2015 FOR GRADING RECOMMENDATIONS AND JULY 24, 2017 (PROJECT NO. 12014.000.002) FOR THE MIDDLE/MAIN OVERCROSSING.
28. UPON COMPLETION OF ROUGH GRADING, ACTUAL THICKNESS (STRUCTURAL SECTION) OF THE BASE MATERIAL AND AC PAVEMENT SHALL BE DETERMINED BASED ON THE RESULTS OF R-VALUES, SAND EQUIVALENTS LABORATORY TESTING, GEOTECHNICAL/SOIL ENGINEER SHALL RECOMMEND THE STRUCTURAL SECTIONS OF STREETS TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
29. WHEN PAVEMENT IS TO BE EXTENDED, EXISTING IMPROVEMENTS MUST BE SAW-CUT. A.C. OR P.C.C. PAVEMENT REMOVED MUST BE SAW-CUT OR REMOVED TO AN EXPANSION JOINT.
30. THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF PUBLIC IMPROVEMENTS/FACILITIES DAMAGED BY HIS OPERATIONS INCLUDING BUT NOT LIMITED TO MONUMENTS, BENCHMARKS, STREET PAVEMENT, PAVEMENT MARKINGS, TRAFFIC STRIPING AND SIGNAGE, TRAFFIC LOOPS, FIBER OPTIC, ETC.
31. PROJECT GRADING AND CONSTRUCTION ACTIVITIES SHALL NOT OCCUR OUTSIDE THE HOURS OF 7:00 A.M. TO 7:00 P.M. ON WEEKDAYS AND WEEKENDS, AND SHALL NOT OCCUR ON THE FOLLOWING HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, INCLUDING THE DAY AFTER (NOVEMBER 25), CHRISTMAS DAY, MARTIN LUTHER KING JR'S BIRTHDAY, LINCOLN'S BIRTHDAY, PRESIDENT'S DAY, AND VETERAN'S DAY, AS PER THE CITY OF MILPITAS NOISE ORDINANCE.
32. TRAFFIC SPEEDS ON ALL UNPAVED AREAS SHALL BE LIMITED TO 15 MPH.
33. A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT (NPDES CONSTRUCTION PERMIT) IS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY RELATED TO THIS SITE AND SHALL BE OBTAINED BY THE OWNER AND/OR OWNER'S CONTRACTOR AS APPROPRIATE. ANY DISCHARGE (DURING CONSTRUCTION) OF GROUNDWATER INTO THE DOWNSTREAM STORM SYSTEM MUST BE UNCONTAMINATED. THE CONTRACTOR SHALL MAKE THIS DETERMINATION PRIOR TO ANY DISCHARGE. SEE APPROVED EROSION CONTROL PLAN.
34. IF ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARTHWORK WITHIN 100' OF THIS AREA SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHAEOLOGIST (SCA) OR THE SOCIETY OF PROFESSIONAL ARCHAEOLOGIST (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY.
35. MATERIAL FOR ALL UNDERGROUND UTILITIES SHALL BE IN ACCORDANCE WITH THE CITY OF MILPITAS STANDARD DETAILS AND SPECIFICATIONS AS WELL AS THE PROJECT'S SPECIFICATIONS. FINAL PRODUCT SELECTION (CUT SHEETS) TO BE PROVIDED TO THE ENGINEER OF RECORD AS WELL AS THE CITY ENGINEER FOR THEIR REVIEW PRIOR TO CONSTRUCTION.



SITE MAP
SCALE: 1"=60'

VICINITY MAP
NOT TO SCALE

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SHEET NO.	SHEET TITLE
A-0	TITLE SHEET
A-1	VOC ELEVATIONS & PLAN VIEWS
A-2 - A-4	VOC DETAILS
A-5 - A-37	VOC TINES
P-1	VOC PROTOTYPE TINES
LIGHTING PLANS	
LT-0.01	LIGHTING SHEET INDEX AND SYMBOLS
LT-0.02	LIGHTING GENERAL NOTES
LT-0.03	DEVICE SCHEDULE
LT-0.04	LIGHTING FUNCTIONAL BLOCK DIAGRAM
LT-1.01	LIGHTING PLAN
HIDDEN LAKE PARK MITIGATION IMPROVEMENTS	
BID ALTERNATE #1	
L1.0	HIDDEN LAKE PARK IRRIGATION PLAN
L2.0	HIDDEN LAKE PARK PLANTING PLAN
L3.0	HIDDEN LAKE CONSTRUCTION DETAILS
L3.1	HIDDEN LAKE PARK CONSTRUCTION DETAILS AND SPECIFICATIONS
L4.0-L4.3	HIDDEN LAKE PARK SPECIFICATIONS

SCOPE OF WORK:

1. THE SOUTH MILPITAS BOULEVARD BRIDGE & ROADWAY EXTENSION AT PENITENCIA EAST CHANNEL IMPROVEMENT PLANS ARE FOR THE CONSTRUCTION OF THE FOLLOWING:
   - A. CONSTRUCTION OF A VEHICULAR BRIDGE OVERCROSSING AND ITS ACCESS ROADS
   - B. CONSTRUCTION OF S. MILPITAS BOULEVARD EXTENSION TO THE FUTURE ROADWAY EXTENSION OF SANGO COURT
   - C. PUBLIC STORM DRAIN FACILITIES
   - D. PUBLIC WATER FACILITIES
   - L. JOINT TRENCH IMPROVEMENTS
   - F. STREET LIGHTING IMPROVEMENTS

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ROSEVILLE • (916) 788-4456
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Designer Stamp: REGISTERED PROFESSIONAL ENGINEER — JASON J. HUM — No. 59136 — CIVIL — STATE OF CALIFORNIA

Record Drawings

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

Drawn By: PQM Date: 11/14/2025
Checked By: EMD Date: 11/14/2025
Designed By: EMD Date: 11/14/2025

Revisions

Num.	Description	Engr. Apvr.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

COVER SHEET

RECOMMENDED FOR BIDDING BY: Lynae Eam DATE: 3/25/26
Lynae Eam, P.E., PW Division Manager - Engineering

APPROVED FOR BIDDING BY: Michael Silveira DATE: 3/25/26
Michael Silveira, P.E., City Engineer

PROJECT NO. 2016
Proc. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET C-001

P:\DWG\SBRA\CADD\PRC-001.DWG

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CITY OF MILPITAS GENERAL NOTES:

1. CONTRACTOR'S LICENSE REQUIREMENTS ARE NOTED IN THE CONTRACT DOCUMENTS
2. AS REQUIRED BY THE CONTRACT DOCUMENTS, THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY OF MILPITAS, ITS EMPLOYEES, OFFICERS, AND AUTHORIZED REPRESENTATIVES HARMLESS FROM ANY AND ALL CLAIMS AND LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS.
3. CONTRACTOR SHALL SUBMIT A PROJECT CONSTRUCTION SCHEDULE TO THE CITY ENGINEER FOR REVIEW NO LATER THAN 21 DAYS AFTER ISSUANCE OF PROJECT NOTICE OF AWARD.
4. CONTRACTOR'S PROJECT CONSTRUCTION SCHEDULE SHALL MEET ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS.
5. THE PROJECT NOTICE TO PROCEED WILL NOT BE ISSUED UNLESS CONTRACTOR'S PROJECT CONSTRUCTION SCHEDULE HAS BEEN APPROVED BY THE CITY ENGINEER.
6. CONTRACTOR SHALL DISTRIBUTE A CITY APPROVED NOTICE OF CONSTRUCTION TO RESIDENTS AND BUSINESS ADJACENT TO AND WITHIN A MINIMUM OF 300-FEET OF THE PROJECT. NOTICE SHALL BE DISTRIBUTED TWO-WEEKS, ONE-WEEK, AND 24-HOURS PRIOR TO BEGINNING WORK AND SHALL COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND AS DIRECTED BY THE CITY ENGINEER.
7. CONTRACTORS MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE LATEST EDITION OF THE CITY STANDARDS DETAILS, STANDARD SPECIFICATIONS, ORDINANCES OF THE CITY OF MILPITAS, AND THE LATEST STATE STANDARD SPECIFICATIONS. CITY STANDARD DETAILS AND SPECIFICATIONS ARE AVAILABLE FROM THE CITY ENGINEERING DEPARTMENT, 408-586-3300 https://www.ci.milpitas.ca.gov/in-town/departments/engineering/standard-details-and-specifications/
8. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND APPROVALS NECESSARY TO PERFORM THE WORK SHOWN ON THE DRAWINGS, AND SHALL COMPLY WITH FEDERAL, STATE AND LOCAL LAW
9. CONTRACTOR SHALL CONTACT THE CITY INSPECTOR TO SCHEDULE A PRE-CONSTRUCTION MEETING BEFORE STARTING WORK. THEREAFTER, THE CONTRACTOR SHALL NOTIFY THE INSPECTOR DAILY PRIOR TO WORKING IN THE STREET OR RIGHT OF WAY. PRE-CONSTRUCTION MEETINGS AND INSPECTIONS MAY BE SCHEDULED BY CONTACTING: (408) 586-2719, OR EMAILING TO/HOD: https://cop.accessplanet.com/schedule.php?owner=18287911
10. CONTRACTOR'S PROJECT MANAGER AND SUPERINTENDENT SHALL ATTEND PRE-CONSTRUCTION MEETING WITH CITY PROJECT ENGINEER AND INSPECTOR PRIOR TO STARTING WORK.
11. THE LOCATION OF MANHOLES, VALVE & UTILITY BOXES, MONUMENTS, TRAFFIC LOOPS, AND OTHER INFRASTRUCTURE AS SHOWN IN THE CONTRACT DOCUMENTS ARE APPROXIMATE AND SHALL BE FIELD LOCATED BY CONTRACTOR.
12. CONTRACTOR SHALL NOT PERFORM ANY WORK THAT DEVIATES FROM THAT SHOWN IN THE CONTRACT DOCUMENTS WITHOUT APPROVAL FROM THE CITY ENGINEER.
13. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS, AND REQUIRED MATERIAL QUANTITIES PRIOR TO STARTING WORK. ANY CONFLICT WITH INFORMATION SHOWN IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER.
14. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES PRIOR TO STARTING WORK AND SHALL OBTAIN A CHANGE ORDER FROM THE CITY ENGINEER PRIOR TO EXCEEDING ESTIMATED QUANTITIES.
15. ALL QUANTITIES AND PAY ITEMS SHALL BE BASED ON ACTUAL FIELD MEASUREMENT BY THE CITY ENGINEER. THE CONTRACTOR SHALL MEET WITH PROJECT INSPECTOR AND AGREE ON QUANTITIES WITHIN 48-HOURS OF COMPLETING EACH SEGMENT WORK OR AS REQUIRED BY THE CONTRACT DOCUMENTS
16. PROPERTY, INCLUDING UTILITIES, HARDSCAPE, LANDSCAPING, AND OTHER EXISTING INFRASTRUCTURE DAMAGED BY CONTRACTOR'S WORK SHALL BE RESTORED IN-KIND OR TO A BETTER CONDITION AT CONTRACTOR'S EXPENSE.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND CONDITIONS AT THE PROJECT JOB SITE AT ALL TIMES
18. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY REQUIREMENTS, HEALTH AND SAFETY ORDERS, CITY, STATE, AND FEDERAL REGULATIONS.
19. SURVEY MONUMENTATION SHALL BE PROTECTED AND PERPETUATED IN PLACE AS REQUIRED BY THE STATE OF CALIFORNIA BUSINESS AND PROFESSIONS CODE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE RESET OF DISTURBED OR BURIED MONUMENTS.
20. CONTRACTOR SHALL USE A LICENSED LAND SURVEYOR TO LOCATE AND TIE-OUT ALL MONUMENTS WITHIN WORK AREA AND SUBMIT MONUMENT TIE-OUT RECORD TO THE CITY ENGINEER PRIOR TO STARTING WORK.
21. NO CONSTRUCTION OPERATIONS ARE PERMITTED ON THE FOLLOWING CITY HOLIDAYS IN ACCORDANCE WITH CITY ORDINANCE AND THE CONTRACT DOCUMENTS. NEW YEARS DAY, MARTIN LUTHER KING BIRTHDAY, CESAR CHAVEZ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY.
22. CONTRACTORS WORK HOURS, INCLUDING OFF HAUL AND DELIVERY OF MATERIALS SHALL BE LIMITED TO THE HOURS BETWEEN 7 A.M. TO 5 P.M. 7-DAYS PER WEEK EXCEPT CITY HOLIDAYS UNLESS A CHANGE IS APPROVED BY THE CITY ENGINEER. TRAFFIC CONTROL PLAN LANE CLOSURE RESTRICTIONS MAY BE MORE RESTRICTIVE DEPENDENT ON TRAFFIC CONDITIONS.
23. CONTRACTOR SHALL IMPLEMENT AND MAINTAIN CONSTRUCTION BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, STATE LAW, CITY ORDINANCE, AND THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
24. CONTRACTOR SHALL NOT ALLOW ANY DEBRIS OR DISCHARGE TO ENTER A STORM DRAIN CATCH BASIN OR WATER COURSE.
25. CONTRACTOR SHALL MAINTAIN PROJECT SITE AND ADJACENT AREAS IN A NEAT, CLEAN, AND PROFESSIONAL CONDITION AT ALL TIMES. CONTRACTOR SHALL PROVIDE GRAFFITI, TRASH, AND DEBRIS REMOVAL INCLUDING STREET/SIDEWALK SWEEPING OPERATIONS DAILY AT THE END OF THE DAY'S WORK.
26. CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AT PROJECT SITE AND DURING CONSTRUCTION OPERATIONS AT ALL TIMES
27. CONTRACTOR SHALL PROVIDE RECORD DRAWINGS OF AS-BUILT CONDITIONS WITH ANY REDLINE FIELD CHANGES FOR CITY REVIEW PRIOR TO REQUESTING FINAL INSPECTION. DRAWINGS SHALL BE PROVIDED IN HARDCOPY, ELECTRONIC PDF FORMAT, AND CADD FORMAT MEETING CITY REQUIREMENTS
28. CONTRACTOR SHALL IMMEDIATELY STOP WORK WHEN ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING CONSTRUCTION. CONTRACTOR SHALL ESTABLISH A 100-FOOT PERIMETER AROUND FOUND MATERIALS AND SHALL CONTACT A PROFESSIONAL ARCHAEOLOGIST CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHAEOLOGIST (SCA), OR THE SOCIETY OF PROFESSIONAL ARCHAEOLOGIST (SOPA) TO EVALUATE THE FOUND MATERIALS AND DIRECT APPROPRIATE MITIGATION.
29. CONTRACTOR SHALL NOT USE POTABLE WATER FOR CONSTRUCTION AND DUST CONTROL. REFER TO CITY OF MILPITAS ORDINANCE NO. 240.2 FOR DETAILS AND EXCLUSIONS. CONTACT THE CITY INSPECTOR FOR LOCATIONS OF RECYCLED WATER ACCESS POINTS FOR USE DURING CONSTRUCTION
30. CONTRACTOR SHALL OBTAIN A CITY OF MILPITAS CONSTRUCTION WATER METER FOR POTABLE AND/OR RECYCLED WATER FOR USE DURING CONSTRUCTION AND SHALL PAY USAGE CHARGES. CONTRACTOR SHALL NOT OBTAIN WATER FROM ANY ON-SITE UTILITY SOURCES, FIRE HYDRANTS, OR ELSEWHERE UNLESS APPROVED BY INSPECTOR.

ROADWAY & TRAFFIC CONTROL:

31. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN DESIGNED BY A CALIFORNIA LICENSED ENGINEER AND RECEIVE CITY APPROVAL OF PLAN PRIOR TO STARTING WORK IN THE STREET
32. CONTRACTOR SHALL NOT COMPLETELY CLOSE ANY STREET AND SHALL PROVIDE FOR THROUGH TRAFFIC AND ACCESS TO ALL DRIVEWAYS UNLESS ALLOWED DIFFERENTLY BY THE CONTRACT DOCUMENTS. THE CITY APPROVED TRAFFIC CONTROL PLAN, OR AS DIRECTED BY THE CITY ENGINEER.
33. DETOUR OF THROUGH TRAFFIC TO NEARBY STREETS SHALL NOT BE PERMITTED. CONTRACTOR'S TRAFFIC CONTROL SHALL MAINTAIN AT LEAST A MINIMUM OF ONE 10-FOOT WIDE THROUGH TRAFFIC LANE PER TRAVEL DIRECTION AT ALL TIMES.
34. CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN AND BICYCLIST DETOURS COMPLIANT WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) WHEN A SIDEWALK, CURB RAMP, OR BIKE LANE IS CLOSED OR OBSTRUCTED
35. CONTRACTOR SHALL NOTIFY AND COORDINATE WITH THE MILPITAS UNIFIED SCHOOL DISTRICT (MUSD), WASTE MANAGEMENT SERVICES, U.S. POSTAL SERVICE, TRANSPORTATION (TRANSIT) AGENCIES, AND EMERGENCY SERVICES PRIOR TO STARTING WORK WITHIN THE STREET AND SIDEWALKS
36. CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN TRAFFIC HEADINGS, WARNING SIGNAGE, SAFETY DEVICES, AND ALL TRAFFIC CONTROLS AT NO ADDITIONAL COST TO CITY WHEN WORKING IN STREET OR WHEN CONTRACTOR'S OPERATIONS CREATE A HAZARDOUS CONDITION AS DETERMINED BY THE CITY ENGINEER.
37. CONTRACTOR SHALL MAINTAIN SUFFICIENT STOCK OF TRAFFIC CONES, BARRICADES, WARNING SIGNAGE, AND SAFETY DEVICES AT THE JOB SITE AT ALL TIMES TO ALLOW FOR IMMEDIATE DEPLOYMENT TO ADDRESS A HAZARDOUS CONDITION.
38. CONTRACTOR SHALL INSTALL AND MAINTAIN TEMPORARY ROADWAY MARKINGS IMMEDIATELY AFTER STRIPING REMOVAL. TEMPORARY MARKINGS AND SAFETY DEVICES SHALL REMAIN IN PLACE UNTIL AFTER PERMANENT MARKINGS HAVE BEEN INSTALLED OR AS DIRECTED BY THE CITY ENGINEER.
39. TEMPORARY PAVEMENT SURFACE MATERIALS SHALL BE INSPECTED DAILY AND REPAIRED BY CONTRACTOR WHEN SETTLEMENT, UPLIFT, OR OTHER DEFECT IS PRESENT OR AS DIRECTED BY THE CITY ENGINEER.
40. CONTRACTOR SHALL INSTALL FINAL FINISHED STREET ASPHALT PAVEMENT SURFACE AND/OR SIDEWALK CONCRETE, SURFACE MATERIALS WITHIN 14-DAYS FOLLOWING COMPLETION OF TRENCHING AND EXCAVATION OPERATIONS. TEMPORARY SURFACE MATERIALS SHALL NOT REMAIN IN PLACE LONGER THAN 14-DAYS UNLESS DIRECTED OTHERWISE BY CONTRACT DOCUMENTS AND/OR THE CITY ENGINEER.
41. CONTRACTOR SHALL RECEIVE INSPECTOR APPROVAL OF CAT-TRACKING OF ROADWAY STRIPING AND MARKINGS PRIOR TO INSTALLATION OF FINAL MARKINGS.
42. CONTRACTOR SHALL ONLY HAUL ON ROUTES AND STREETS AS DIRECTED IN THE CONTRACT DOCUMENTS OR AS PRE-APPROVED BY THE CITY ENGINEER
43. CONTRACTOR SHALL LIMIT HAULING OPERATIONS DO NOT ALLOW MATERIAL TO BE BLOWN OR SPILLED UPON STREETS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CLEAN-UP AND DAMAGE AS A RESULT OF HAULING ACTIVITIES
44. CONTRACTOR SHALL NOT STORE MATERIALS OR EQUIPMENT ON STREET OR RIGHT OF WAY UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER
45. CONTRACTOR SHALL OBTAIN APPROVALS FROM PRIVATE PROPERTY OWNERS PRIOR TO ACCESS OR USE OF PROPERTY
46. CONTRACTOR SHALL POST NO PARKING SIGNAGE WITH SIGNAGE AVAILABLE FROM CITY AS REQUIRED TO SAFELY COMPLETE WORK IN THE STREET AND SIDEWALK 48-HOURS PRIOR TO STARTING WORK. CONTRACTOR SHALL NOTIFY THE INSPECTOR AND THE CITY'S EMERGENCY COMMUNICATION CENTER (408) 586-2400 OF STREETS WHERE SIGNAGE HAS BEEN POSTED.

UTILITIES & UNDERGROUND:

47. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING EXISTING UNDERGROUND UTILITIES PRIOR TO STARTING WORK. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800)-642-2444 AND OBTAIN A REFERENCE NUMBER PRIOR TO EXCAVATION WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH FEDERAL, STATE, AND REGULATORY SAFETY REQUIREMENTS FOR EXCAVATION. REFER TO www.usanorth811.org
48. THE EXISTENCE OF UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL POTHOLE TO LOCATE ALL UTILITIES WITHIN CONSTRUCTION AREA WHICH MAY BE AFFECTED BY CONSTRUCTION. THE USE OF GROUND PENETRATION RADAR IN LIEU OF POTHOLE EXCAVATION SHALL NOT BE PERMITTED. CONTRACTOR SHALL SUBMIT THE POTHOLE REPORT WITH FOUND LOCATION AND DEPTH INFORMATION TO THE CITY ENGINEER FOR REVIEW PRIOR TO PROCEEDING WITH FURTHER EXCAVATION.
49. THE CONTRACTOR SHALL POTHOLE TO DETERMINE THE LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND STRUCTURES AND WHERE PROPOSED CROSSINGS OF NEW UTILITY WITH EXISTING IS SHOWN ON THE PLANS. THE USE OF GROUND PENETRATION RADAR IN LIEU OF POTHOLE EXCAVATION SHALL NOT BE PERMITTED. CONTRACTOR SHALL SUBMIT THE POTHOLE REPORT WITH FOUND LOCATION AND DEPTH INFORMATION TO THE CITY ENGINEER FOR REVIEW PRIOR TO PROCEEDING WITH FURTHER EXCAVATION.
50. ADDITIONAL COST ON THE PART OF THE CONTRACTOR TO DETERMINE THE LOCATION OR DEPTH OF EXISTING UTILITIES WHERE DIFFERENT FROM THAT SHOWN IN THE CONTRACT DOCUMENTS SHALL BE BORNE BY THE CONTRACTOR.
51. UTILITY BOXES, MANHOLE COVERS, AND OTHER INFRASTRUCTURE SHALL BE BROUGHT TO FINISHED GRADE BY CONTRACTOR NO LATER THAN 72-HOURS FOLLOWING FINAL PAVING OPERATIONS.
52. CONTRACTOR SHALL NOT OPERATE WATER VALVES WITHOUT PRIOR APPROVAL FROM PUBLIC WORKS INSPECTOR.
53. CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING, AND BRACING FOR ALL TRENCHING AND EXCAVATION WORK IN ACCORDANCE TO APPLICABLE SAFETY REGULATION, AND THE CALIFORNIA LABOR CODE.
54. TRENCH EXCAVATION BACKFILL OPERATIONS WITHIN STREETS AND SIDEWALKS THAT CAN NOT BE COMPLETED BY THE END OF WORKDAY SHALL BE SAFELY SHORED AND COVERED BY STEEL PLATE. PLATES SHALL BE RAMPED OR COUNTERSUNK FROM EXISTING SURFACE, PROVIDE A SMOOTH TRANSITION, OVERLAP EDGES OF EXCAVATION BY 6-INCHES MINIMUM, BE SECURED IN PLACE TO PREVENT MOVEMENT, ROCKING AND BOUNCE, AND HAVE A NON-SKID SURFACE. CONTRACTOR SHALL INSPECT AND ADJUST INSTALLED PLATES DAILY

HEALTH & SAFETY:

55. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS SET FORTH IN THE RISK MANAGEMENT PLAN AND THE SOIL AND GROUNDWATER MANAGEMENT PLAN. SEE SPECIAL CONDITIONS
56. CONTRACTOR SHALL DEVELOP A SITE-SPECIFIC HEALTH AND SAFETY PLAN IN ACCORDANCE TO THE GENERAL HEALTH AND SAFETY PLAN PRIOR TO START OF WORK. SEE SPECIAL CONDITIONS

MITIGATION AND MONITORING:

57. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS SET FORTH IN THE MITIGATION AND MONITORING PLAN AND ALL PERMITS FOR WORK WITHIN THE CREEK. SEE SPECIAL CONDITIONS
58. CONSTRUCTION OF THE BRIDGE SHALL BE LIMITED TO THE DRY SEASON (JUNE 15 - OCTOBER 15) AS STATED IN THE CALIFORNIA FISH AND WILDLIFE AND REGIONAL WATER QUALITY CONTROL BOARD PERMITS

ABBREVIATIONS

AD	AREA DRAIN
ARV	AIR RELEASE VALVE
BC	BEGIN CURVE
BLDG	BUILDING
BO	BLOW OFF
BVC	BEGIN VERTICAL CURVE
BW	BACK OF SIDEWALK
BRW	BOTTOM OF EXPOSED RETAINING WALL
CB	CATCH BASIN
CL	CENTERLINE
EVA	EMERGENCY VEHICLE ACCESS
EAL	EMERGENCY ACCESS EASEMENT
EC	END CURVE
EVC	END VERTICAL CURVE
EP	EDGE OF PAVEMENT
ESMT	EASEMENT
FL	FLOW LINE
FS	FIRE SERVICE
FU	FUTURE
GB	GRADE BREAK
GR	TOP OF GRATE
HDPE	HIGH DENSITY POLYETHYLENE
HP	HIGH POINT
JT	JOINT TRENCH
LF	LINEAR FEET
LG	LIP OF GUTTER
LP	LOW POINT
LT	LEFT
LS	LANDSCAPE
MH	MANHOLE
OHE	OVERHEAD WIRES
PAL	PUBLIC ACCESS EASEMENT
PCC	POINT OF COMPOUND CURVE
P.C.C.	PORTLAND CEMENT CONCRETE
PL	PROPERTY LINE
PAV	PAVEMENT
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RET	RETURN
RIM	RIM ELEVATION
RSD	REVERSE SIDEWALK DRAIN
RT	RIGHT
R/W	RIGHT OF WAY
RW	RECYCLED WATER
SD	STORM DRAIN
SL	STREET LIGHT
SS	SANITARY SEWER
TBC	TOP OF BEVELED CURB
TC	TOP OF VERTICAL CURB
TP	TOP OF PIPE
TS	TOP OF SLOPE
TW	TOP OF WALL
VC	VERTICAL CURVE
W	WATER

LEGEND

EXISTING	PROPOSED	
(E) SS	8" SS	SANITARY SEWER MAIN (PRIVATE)
(E) SD	24" SD	STORM DRAIN LINE
(E) W	8" W	WATER LINE
(E) RW	8" RW	RECYCLED WATER LINE (PUBLIC)
		SIDEWALK (SW)
		RETAINING WALL
		CHAIN LINK FENCE
		CONCRETE PAVEMENT (SEE LANDSCAPE PLANS)
		GRAVEL PAVEMENT (SEE LANDSCAPE PLANS)
		TASP CROSSWALK
		CURB RAMP
		PROPERTY BOUNDARY
		LOT LINE
		CENTERLINE
		EASEMENT LINE
		DEMOLITION OF UTILITY
	× 500	SPOT ELEVATION
		FIRE HYDRANT (FH)
		GATE VALVE (GV)
		CAP OR PLUG
		COMBINATION BO & ARV ASSEMBLY
		STREET LIGHT
		SANITARY SEWER MANHOLE (SSMH)
		STORM DRAIN MANHOLE (SDMH)
		FIELD INLET (FI)
		DIRECTION / SLOPE OF FLOW
		DIRECTION OF SWALE/FLOW

DATUM NOTE:

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NGVD29 DATUM. THE FOLLOWING CONVERSION APPLIES TO OBTAIN NAVD88 ELEVATIONS.

NAVD88 ELEVATION = PLAN ELEVATION + 2.743'

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Designer Stamp

Record Drawings

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

Drawn By: PQM Date: 11/14/2025
Checked By: EMD Date: 11/14/2025
Designed By: EMD Date: 11/14/2025

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

GENERAL NOTES, LEGEND & ABBREVIATIONS

RECOMMENDED FOR BIDDING BY: Lyhat Eam DATE: 3/25/26
Lyhat Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET C-002

P:\2016\DESIGN\CAD\PHASE 2\02 DWG

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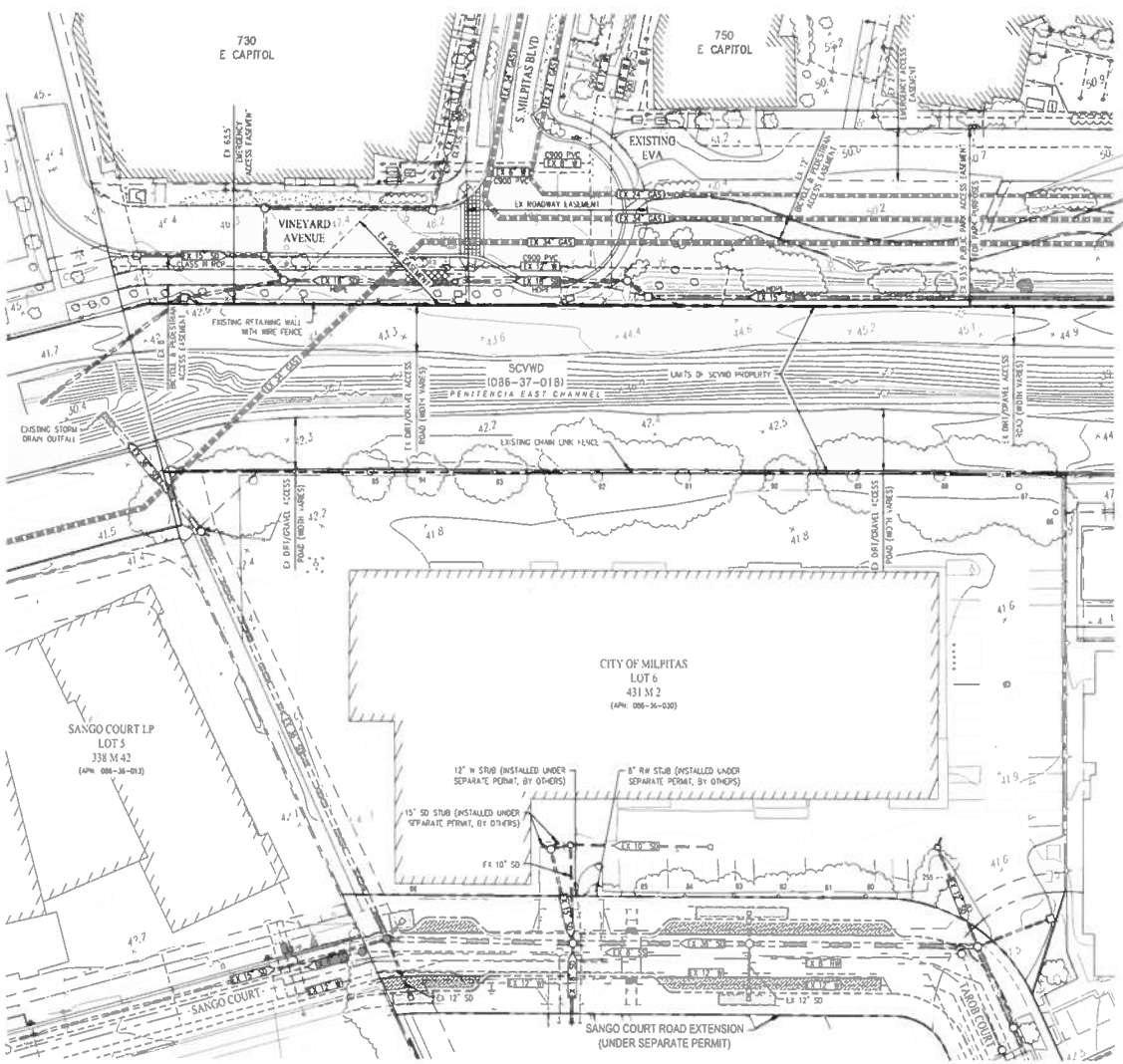

CAUTION EXISTING LIVE GAS LINES!!

CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN POT-HOLING AND WORKING NEAR EXISTING GAS LINE!! LOCATION OF EXISTING UTILITIES IS APPROXIMATED AND SHALL BE VERIFIED PRIOR TO THE START OF CONSTRUCTION.
EMERGENCY PG&E PHONE NUMBER: 1-800-743-5000

30' 0' 15' 30' 60'
GRAPHIC SCALE

SCALE: 1" = 30'

LEGEND

- PROPERTY BOUNDARY
- EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING ASPHALT PAVEMENT AND CONCRETE
- EXISTING DECORATIVE CROSSWALK
- EXISTING STORM DRAIN PIPE
- EXISTING SANITARY SEWER PIPE
- EXISTING DOMESTIC WATER PIPE
- EXISTING RECYCLED WATER PIPE
- EXISTING MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING TREE

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Designer Stamp

Record Drawings

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

Drawn By: PQM Date 11/14/2025
Checked By: EMD Date 11/14/2025
Designed By EMD Date 11/14/2025

Revisions

Num	Description	Engr. Apvr.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

EXISTING CONDITIONS

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO: 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: 1" = 30'
SHEET C-003

H:\Shared\ENGINEER\SMBE ROAD EXTENSION\EXISTING CONDITIONS.DWG

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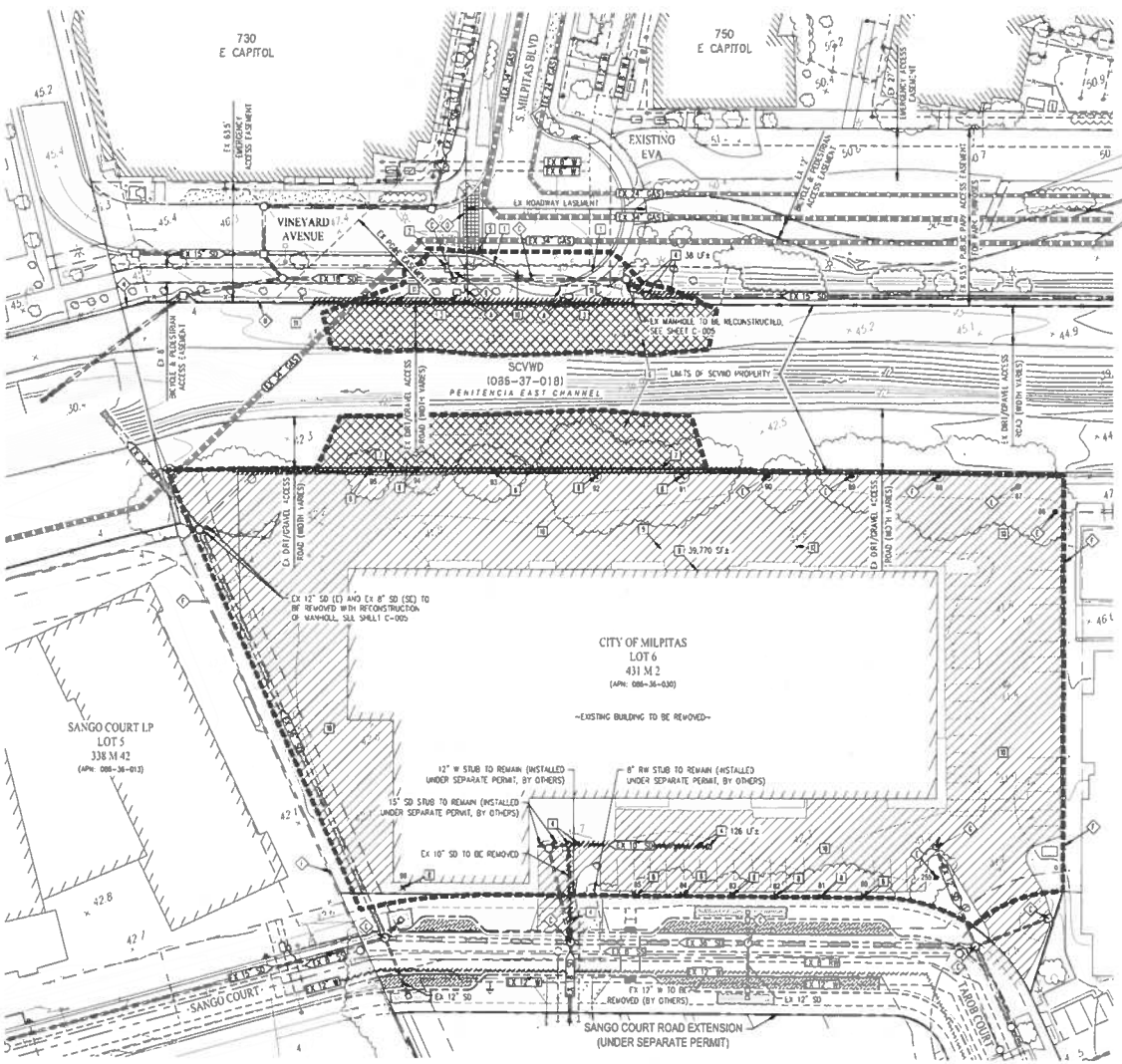
TREE SUMMARY

TREE #	SPECIES	TRUNK DIAMETER (IN)	DISPOSITION
80	CRAPE MYRTLE	10"	REMOVE
81	CRAPE MYRTLE	10"	REMOVE
82	CRAPE MYRTLE	10"	REMOVAL
83	CRAPE MYRTLE	10"	REMOVAL
84	CRAPE MYRTLE	10"	REMOVE
85	CRAPE MYRTLE	8"	REMOVE
86	RED IRONBARK EUCALYPTUS	18"	PROTECT
87	RED IRONBARK EUCALYPTUS	26"	PROTECT
88	SHAMEL ASH	36"	PROTECT
89	SHAMEL ASH	28"	PROTECT
90	SHAMEL ASH	34"	PROTECT
91	SHAMEL ASH	42"	REMOVE
92	SHAMEL ASH	36"	REMOVE
93	SHAMEL ASH	12",12"	REMOVAL
94	SHAMEL ASH	12"	REMOVE
95	SHAMEL ASH	18"	REMOVAL
96	SHAMEL ASH	3"	REMOVAL
256	SHAMEL ASH	4"	PROTECT

NOTE: FOR ADDITIONAL INFORMATION, REFER TO ARBORIST REPORT BY CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC. DATED NOVEMBER 13, 2024



30' 0' 15' 30' 60'
GRAPHIC SCALE

SCALE: 1" = 30'

CAUTION EXISTING LIVE GAS LINES!!

CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN POT-HOLING AND WORKING NEAR EXISTING GAS LINE!! LOCATION OF EXISTING UTILITIES IS APPROXIMATED AND SHALL BE VERIFIED PRIOR TO THE START OF CONSTRUCTION.
EMERGENCY PG&E PHONE NUMBER: 1-800-743-5000

LEGEND

- EXISTING ASPHALT PAVEMENT AND CONCRETE
- LIMIT OF EXISTING ASPHALT PAVEMENT AND AGGREGATE BASE TO BE REMOVED
- LIMIT OF EXISTING ACCESS ROAD TO BE REMOVED AND REPLACED
- EXISTING DECORATIVE CROSSWALK
- APPROXIMATE LIMIT OF DEMOLITION WORK
- 256 ⊙ EXISTING TREE TO BE PRESERVED
- 80 ✕ EXISTING TREE TO BE REMOVED

DEMOLITION NOTES

NOTE	DESCRIPTION
1	EXISTING CURB, GUTTER, AND SIDEWALK TO BE REMOVED
2	EXISTING FIRE HYDRANT TO BE RELOCATED (SEE SHEET C-008 FOR RELOCATION)
3	EXISTING BLOWOFF AND CONCRETE PAD TO BE REMOVED
4	EXISTING STORM DRAIN PIPE AND INLET TO BE REMOVED (SEE SHEET C-007 FOR STORM DRAIN REALIGNMENT)
5	EXISTING ASPHALT PAVEMENT AND AGGREGATE BASE TO BE REMOVED (INCLUDES PORTION OF EXISTING DECORATIVE CROSSWALK TO BE REMOVED)
6	EXISTING ACCESS ROAD TO BE REMOVED AND REPLACED (SEE SHEET C 007)
7	PORTION OF EXISTING FENCE TO BE REMOVED
8	EXISTING TREES TO BE REMOVED (SEE ARBORIST REPORT FOR ADDITIONAL INFORMATION)
9	EXISTING BUILDING TO BE REMOVED (INCLUDING FOUNDATION, FOOTING, AND BASEROCK REMOVAL)
10	EXISTING ASPHALT PAVEMENT AND AGGREGATE BASE TO BE REMOVED
11	EXISTING RETAINING WALL AND WIRE FENCE TO BE REMOVED
12	CONTRACTOR TO FIELD-LOCATE TWO EXISTING WELLS AND ABANDON PER SCVWD STANDARD SPECIFICATIONS

PRESERVATION MEASURES

NOTE	DESCRIPTION
P1	PROTECT AND PRESERVE EXISTING WATER PIPE AND APPURTENANCES
P2	PROTECT AND PRESERVE EXISTING FIRE HYDRANT LATERAL
P3	PROTECT AND PRESERVE EXISTING STORM DRAIN PIPE & STRUCTURE
P4	PROTECT AND PRESERVE EXISTING DECORATIVE CROSSWALK
P5	PROTECT AND PRESERVE EXISTING TREE (SEE ARBORIST REPORT FOR ADDITIONAL INFORMATION)
P6	PROTECT AND PRESERVE EXISTING FENCE
P7	PROTECT AND PRESERVE EXISTING INLET
P8	PROTECT AND PRESERVE EXISTING RETAINING WALL AND FENCE

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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: PQM Date: 11/14/2025
Checked By: EMD Date 11/14/2025
Designed By EMD Date 11/14/2025

Revisions

Num.	Description	Engr. Apvr.	Date

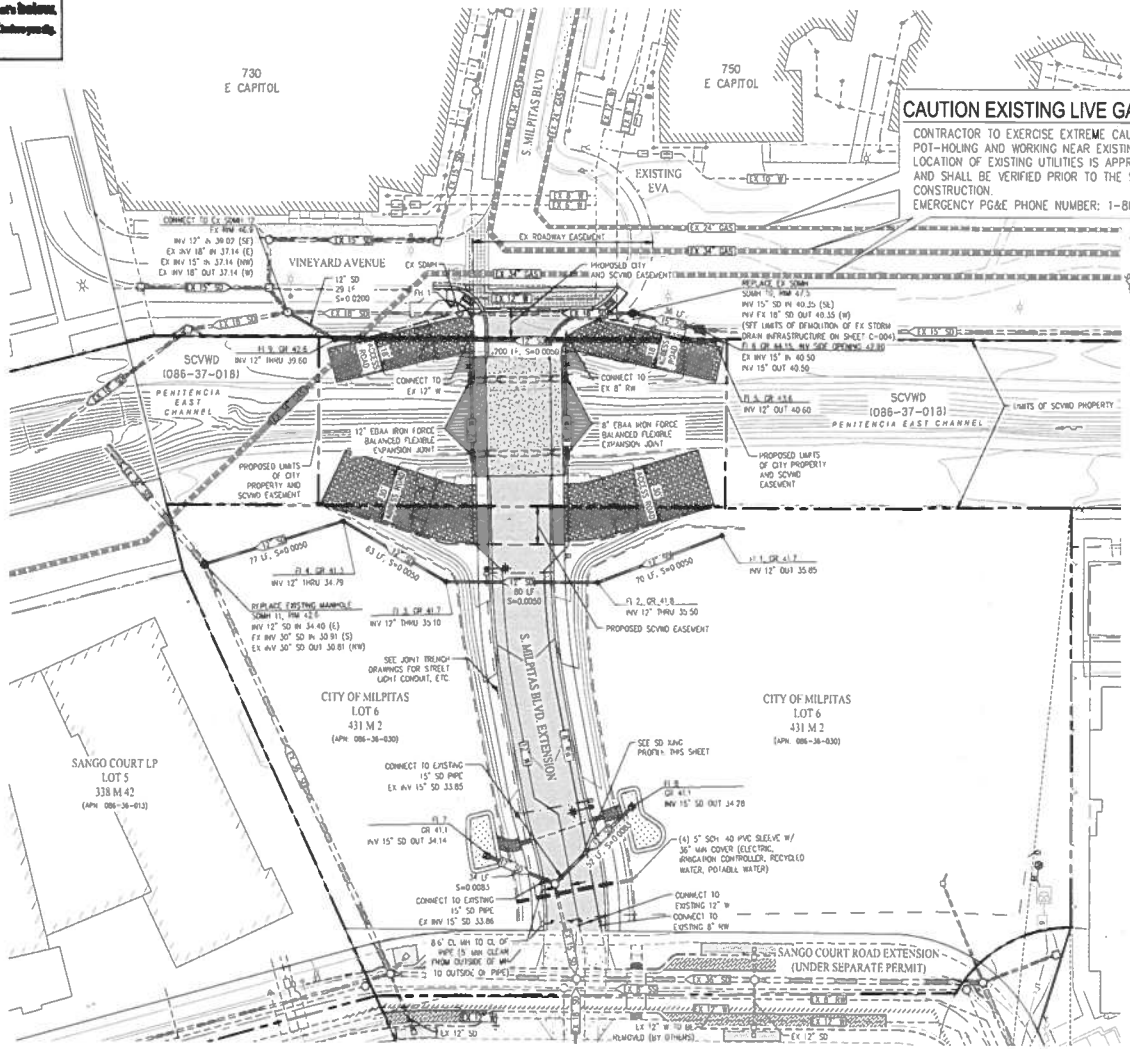
CITY OF MILPITAS
ENGINEERING DIVISION

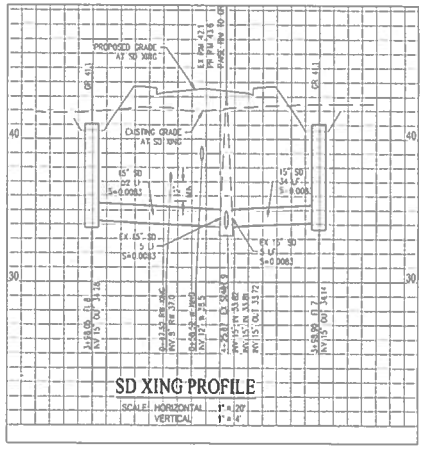
SOUTH MILPITAS BOULEVARD ROAD EXTENSION

DEMOLITION PLAN

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO: 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: 1" = 30'
SHEET C-004





STORM DRAIN SCHEDULE

STRUCTURE	QUANTITY	DESCRIPTION	STANDARD DETAIL
STORM DRAIN PIPE	550 LF	12" C900 PVC, DR 14	CITY OF MILPITAS STANDARD SPECIFICATIONS
STORM DRAIN PIPE	150 LF	15" C900 PVC, DR 14	CITY OF MILPITAS STANDARD SPECIFICATIONS
SDMH 10, 11	2 (TOTAL)	CITY OF MILPITAS SANITARY & STORM MANHOLE	SEE SHEET C-009 (CITY STD. DETAIL 230)
FI 7, 8	2 (TOTAL)	JENSEN MODEL 3636 PRECAST DROP INLET (OR APPROVED EQUAL)	SEE SHEET C-009 (DETAIL 6)
FI 6	1 (TOTAL)	JENSEN MODEL 3636 PRECAST DROP INLET (OR APPROVED EQUAL) WITH SIDE OPENING	SEE SHEET C-009 (DETAIL 7)
FI 1, 2, 3, 4, 5, 9	6 (TOTAL)	JENSEN MODEL 1818 PRECAST DROP INLET (OR APPROVED EQUAL)	SEE SHEET C-009 (DETAIL 6)

INSTALL "NO DUMPING, DRAINS TO CREEK" MEDALLION ON ALL NEW INLETS

DOMESTIC WATER SCHEDULE

STRUCTURE	QUANTITY	DESCRIPTION	STANDARD DETAIL
WATER MAIN	100 LF	12" DUCTILE IRON PIPE (D.I.P.) CLASS 350	CITY OF MILPITAS STANDARD SPECIFICATIONS
WATER MAIN	750 LF	12" C900 PVC, DR 14, CLASS 235 WATER PIPE	CITY OF MILPITAS STANDARD SPECIFICATIONS
FH 1	1 (TOTAL)	FIRE HYDRANT ASSEMBLY TYPE 'A' CLOW 960 SERIES OR APPROVED EQUAL – 3-PORT TYPE	SEE SHEET C-009 (CITY STD. DETAIL 742)
ARV	1	AIR RELEASE VALVE MOUNTED ON 12" WATER MAIN	SEE SHEET C-009 (DETAIL 5)
EBAA IRON FORCE BALANCED FLEX-TEND	2	12" EBAA IRON FORCE BALANCED FLEXIBLE EXPANSION JOINT	SEE SHEET C-009 (DETAIL 9)

RECYCLED WATER SCHEDULE

STRUCTURE	QUANTITY	DESCRIPTION	STANDARD DETAIL
RECYCLED WATER MAIN	100 LF	8" DUCTILE IRON PIPE (D.I.P.) CLASS 350	CITY OF MILPITAS STANDARD SPECIFICATIONS
RECYCLED WATER MAIN	250 LF	8" C900 PVC, DR 14, CLASS 235 RECYCLED WATER PIPE	CITY OF MILPITAS STANDARD SPECIFICATIONS
ARV	1	AIR RELEASE VALVE MOUNTED ON 8" RECYCLED WATER MAIN	SEE SHEET C-009 (DETAIL 5)
EBAA IRON FORCE BALANCED FLEX-TEND	2	8" EBAA IRON FORCE BALANCED FLEXIBLE EXPANSION JOINT	SEE SHEET C-009 (DETAIL 9)

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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: PQM Date: 11/14/2025
Checked By: EMD Date: 11/14/2025
Designed By: EMD Date: 11/14/2025

Revisions

Num.	Description	Engr. Appr.	Date

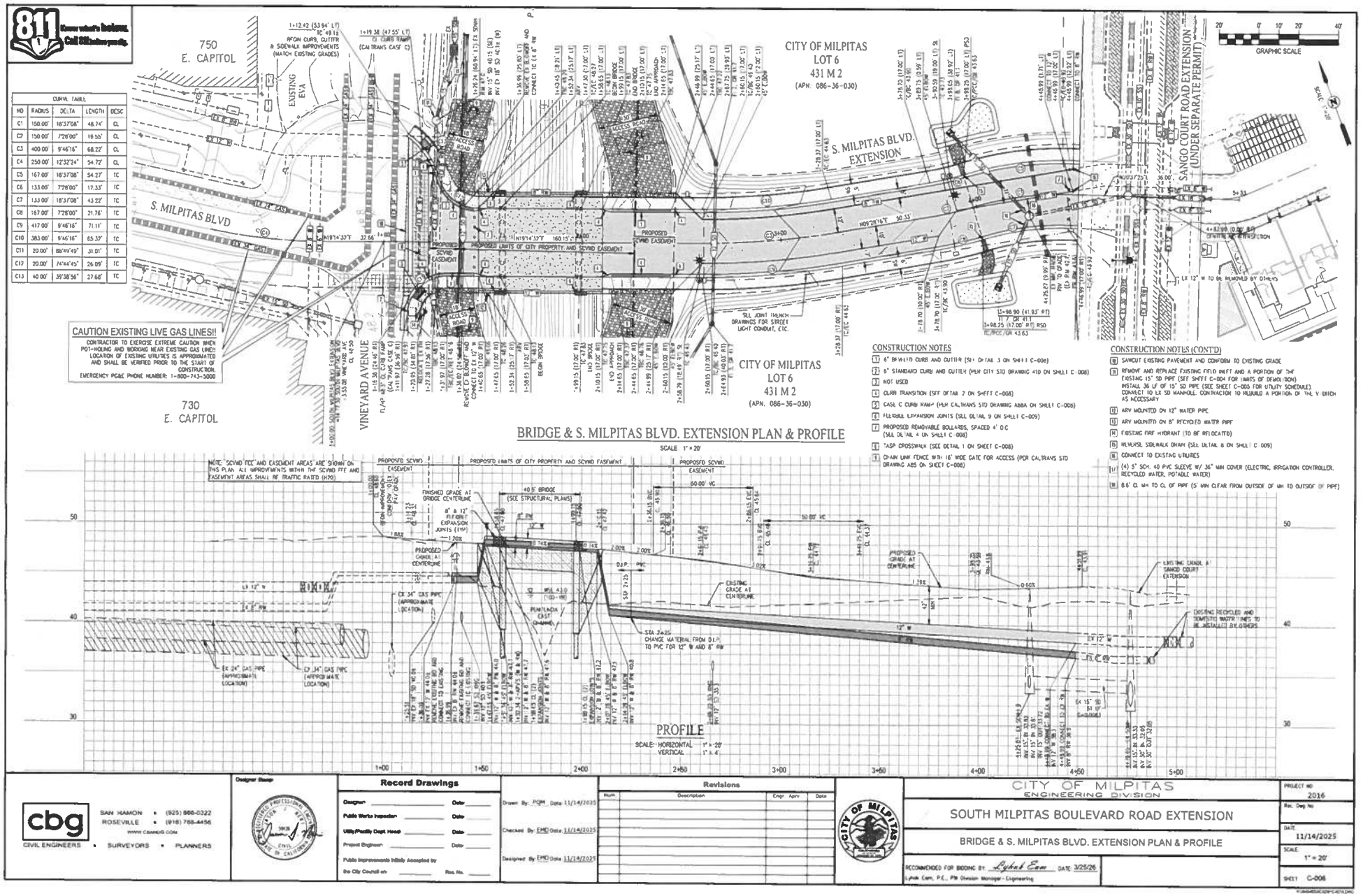
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

OVERALL UTILITY PLAN

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., Pw Division Manager - Engineering

PROJECT NO: 2016
Rec. Dwg No:
DATE: 11/14/2025
SCALE: 1" = 30'
SHEET: C-005



CURVE TABLE				
NO	RADIUS	DELTA	LENGTH	DESC
C1	150.00'	16°37'08"	48.74'	CL
C2	150.00'	7°28'00"	19.55'	CL
C3	400.00'	9°46'16"	68.22'	CL
C4	250.00'	12°32'24"	54.72'	CL
C5	167.00'	16°37'08"	54.27'	TC
C6	133.00'	7°28'00"	17.33'	TC
C7	133.00'	16°37'08"	43.22'	TC
C8	167.00'	7°28'00"	21.76'	TC
C9	417.00'	9°46'16"	71.11'	TC
C10	383.00'	9°46'16"	65.33'	TC
C11	20.00'	88°49'49"	31.01'	TC
C12	20.00'	74°44'49"	26.09'	TC
C13	40.00'	39°38'36"	27.68'	TC

CONSTRUCTION NOTES

1. 6" BARRIER CURB AND GUTTER (SEE DETAIL 3 ON SHEET C-006)
2. 6" STANDARD CURB AND GUTTER (PER CITY STD DRAWING 410 ON SHEET C-008)
3. NOT USED
4. CURB TRANSITION (SEE DETAIL 2 ON SHEET C-008)
5. CASE C CURB RAMP (PER CALTRANS STD DRAWING A88A ON SHEET C-006)
6. FLEXIBLE EXPANSION JOINTS (SEE DETAIL 9 ON SHEET C-009)
7. PROPOSED REMOVABLE BOLLARDS, SPACED 4' O.C. (SEE DETAIL 4 ON SHEET C-008)
8. "ASP CROSSWALK (SEE DETAIL 1 ON SHEET C-008)
9. CHAIN LINK FENCE WITH 16' WIDE GATE FOR ACCESS (PER CALTRANS STD DRAWING A86 ON SHEET C-008)

CONSTRUCTION NOTES (CONT'D)

A. SAWCUT EXISTING PAVEMENT AND CONFORM TO EXISTING GRADE
B. REMOVE AND REPLACE EXISTING FIELD INLET AND A PORTION OF THE EXISTING 15" SD PIPE (SEE SHEET C-004 FOR LIMITS OF DEMOLITION) INSTALL 36 LF OF 15" SD PIPE (SEE SHEET C-005 FOR UTILITY SCHEDULE) CONNECT TO EX SD MANHOLE CONTRACTOR TO REBUILD A PORTION OF THE V-DITCH AS NECESSARY
D. ARV MOUNTED ON 12" WATER PIPE
E. ARV MOUNTED ON 8" RECYCLED WATER PIPE
F. EXISTING FIRE HYDRANT (TO BE RELOCATED)
G. REMOVE SIDEWALK DRAIN (SEE DETAIL 8 ON SHEET C-009)
H. CONNECT TO EXISTING UTILITIES
I. (4) 5" SCH. 40 PVC SLEEVE W/ 36" MIN COVER (ELECTRIC, IRRIGATION CONTROLLER, RECYCLED WATER, POTABLE WATER)
J. 8.6' CL MH TO CL OF PIPE (5' MIN CLEAR FROM OUTSIDE OF MH TO OUTSIDE OF PIPE)

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

Drawn By: PQM Date 11/14/2025
Checked By: EMD Date 11/14/2025
Designed By: EMD Date 11/14/2025

Revisions

Num.	Description	Engr. Apvy	Date

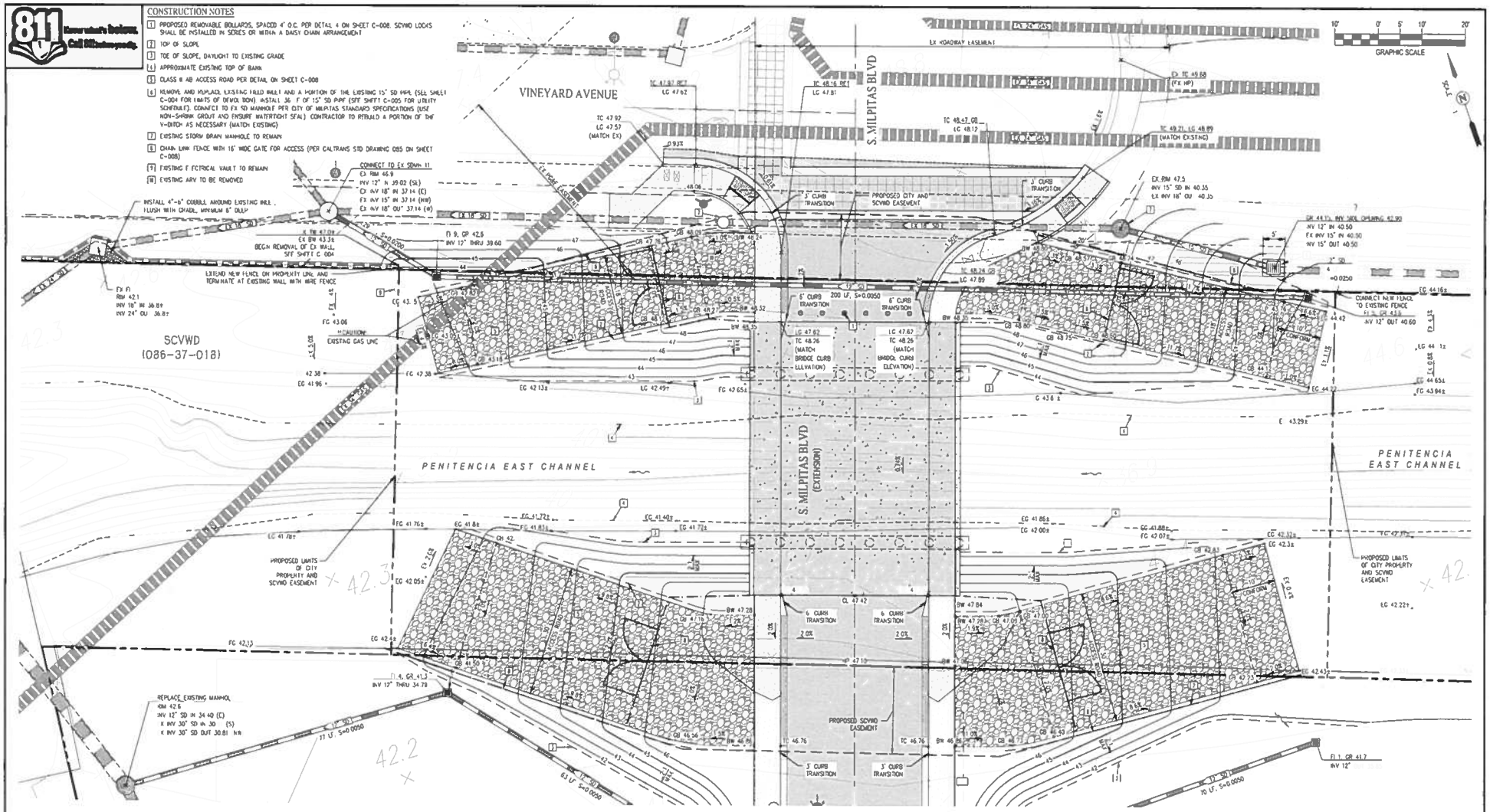
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

BRIDGE & S. MILPITAS BLVD. EXTENSION PLAN & PROFILE

RECOMMENDED FOR BIDDING BY: Lykat Cam DATE 3/25/26
Lykat Cam, P.E., PW Division Manager - Engineering

PROJECT NO 2016
Rec. Dwg No
DATE 11/14/2025
SCALE 1" = 20'
SHEET C-006



FINE GRADING AND LAYOUT PLAN

SCALE: 1" = 10'

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REGISTERED PROFESSIONAL ENGINEER — 59636 — CIVIL — STATE OF CALIFORNIA

Record Drawings

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

Drawn By: PQM Date: 11/14/2025
Checked By: EMD Date: 11/14/2025
Designed By: EMD Date: 11/14/2025

Revisions

Num	Description	Engr. Apv.	Date

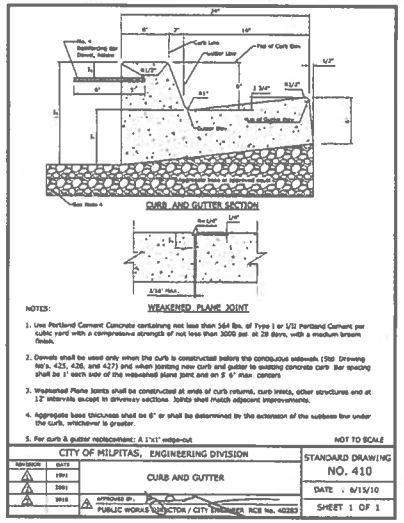
CITY OF MILPITAS
ENGINEERING DIVISION

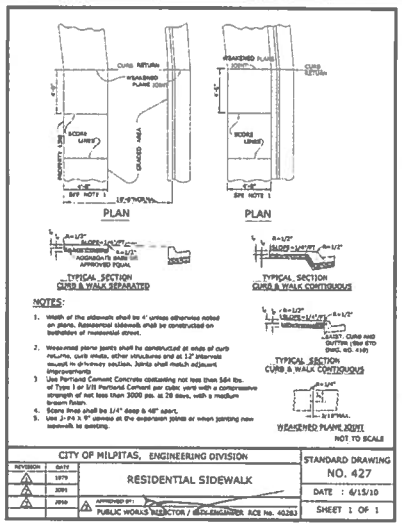
SOUTH MILPITAS BOULEVARD ROAD EXTENSION

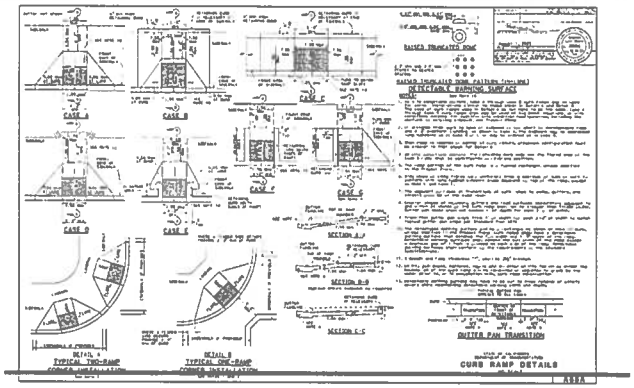
FINE GRADING AND LAYOUT PLAN (BRIDGE & ACCESS ROADS)

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: 1" = 10'
SHEET C-007

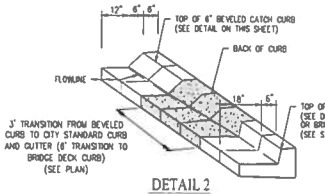




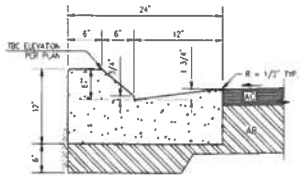


PAVEMENT DESIGN CHART					
TRAFFIC AREA	AC	AB	PCC	TI	R VALUE
SOUTH MILPITAS BLVD (PUBLIC)	7"	26"	–	11	5
DECORATIVE PAVEMENT	–	6"	6"	5	5

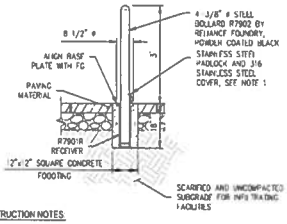
NOTES:
1. PAVEMENT SECTIONS INDICATED ARE BASED ON THE ABOVE TI AND R-VALUES. UPON NEARING COMPLETION OF FINISH GRADING AT THE SITE, "R" VALUE SAMPLING AND TESTING OF SUBGRADE SOILS COULD OCCUR AND THE SPECIFIC STRUCTURAL PAVEMENT SECTIONS COULD BE LOCALLY MODIFIED, IF NECESSARY BY THE SOILS ENGINEER
2. SEE STRUCTURAL PLANS FOR BRIDGE DESIGN AND DETAILS
3. FIRE APPARATUS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS AND SHALL BE SURFACED SO AS TO PROVIDE ALL-WEATHER DRIVING CAPABILITIES PER CFC 503.2.3. THE PROPOSED ROADWAY SECTIONS ON THESE PLANS (INCLUDING STANDARD PAVEMENT, DECORATIVE PAVEMENT, AND THE CONCRETE BANDING AT THE CROSSWALKS) ARE FIRE APPARATUS ROADS AND HAVE BEEN DESIGNED ACCORDINGLY.



DETAIL 2
CURB TRANSITION DETAIL
BEVELED CATCH CURB TO
VERTICAL CURB & GUTTER TRANSITION
NOT TO SCALE

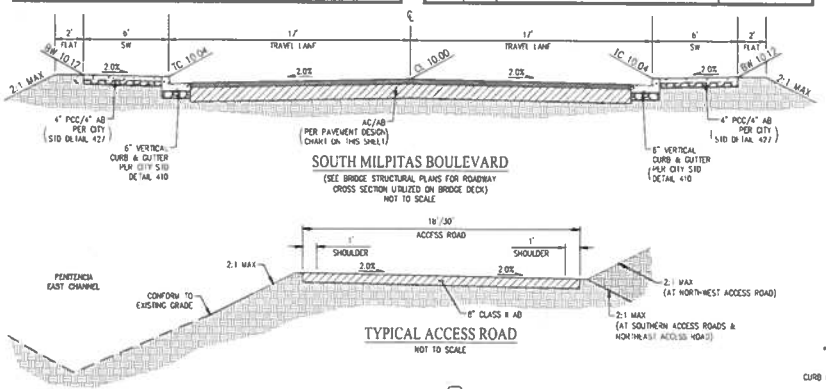


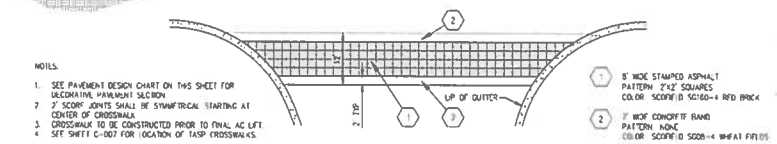
DETAIL 3
6" BEVELED CATCH CURB DETAIL
NOT TO SCALE



CONSTRUCTION NOTES:
1. INCLUDE A SCYND LOCK INSTALLED IN SLEEVES OR WITHIN A DAISY CHAIN ARRANGEMENT
2. MAINTAIN REQUIRED CLEARANCES, INCLUDING MANUFACTURER'S REQUIRED CLEARANCES AT EQUIPMENT
3. USE SQUARE D 5579M SWITCHBOARD DOUBLE PADLOCK HASP ATTACHMENT

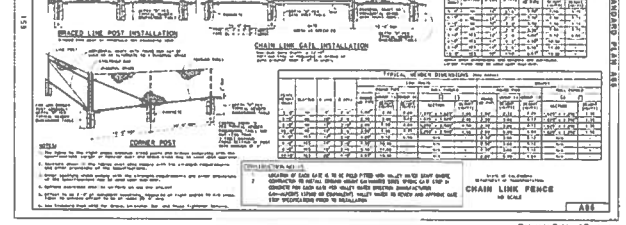
DETAIL 4 REMOVABLE BOLLARD
NOT TO SCALE



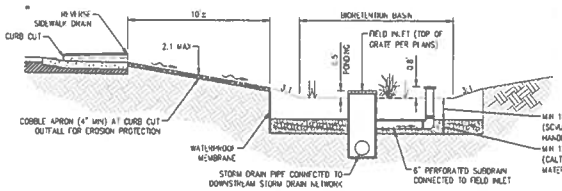


NOTES:
1. SEE PAVEMENT DESIGN CHART ON THIS SHEET FOR DECORATIVE PAVEMENT SECTION
2. 7' SCORE JOINTS SHALL BE SYMMETRICAL STARTING AT CENTER OF CROSSWALK
3. CROSSWALK TO BE CONSTRUCTED PRIOR TO FINAL AC LIFT
4. SEE SHEET C-007 FOR LOCATION OF TASP CROSSWALKS.

DETAIL 1 TYPICAL TASP CROSSWALK
WITH STAMPED CONCRETE
NOT TO SCALE



Return to Table of Contents



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Project Engineer _____ Date _____
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Drawn By: PQM Date 11/14/2025
Checked By: EMD Date 11/14/2025
Designed By EMD Date 11/14/2025

Revisions

Num	Description	Engr. Apvr.	Date

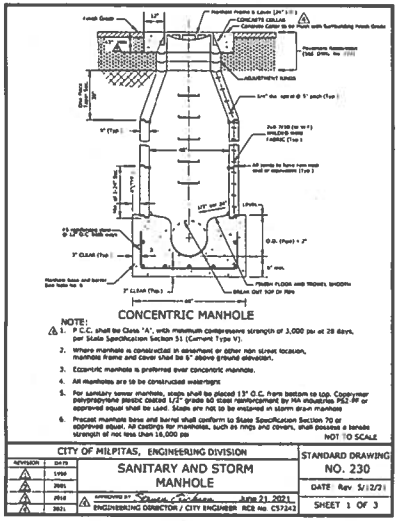
CITY OF MILPITAS
ENGINEERING DIVISION

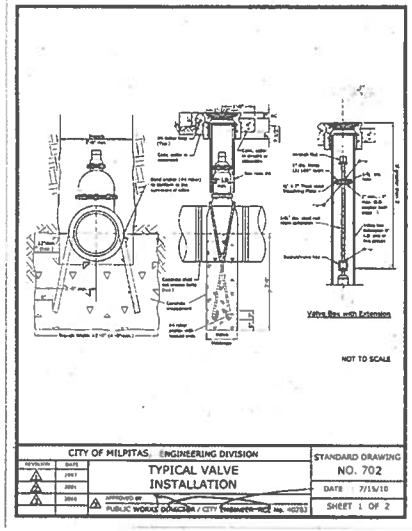
SOUTH MILPITAS BOULEVARD ROAD EXTENSION

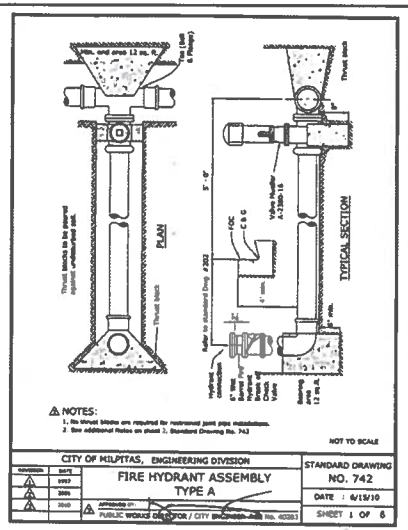
DETAILS, STREET SECTION & PAVEMENT DESIGN CHART

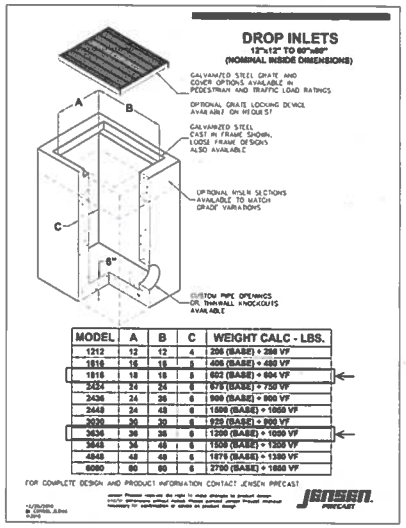
RECOMMENDED FOR BIDDING BY: Lynae Eam DATE: 3/25/26
Lynae Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Rec. Dwg No.
DATE 11/14/2025
SCALE AS NOTED
SHEET C-008



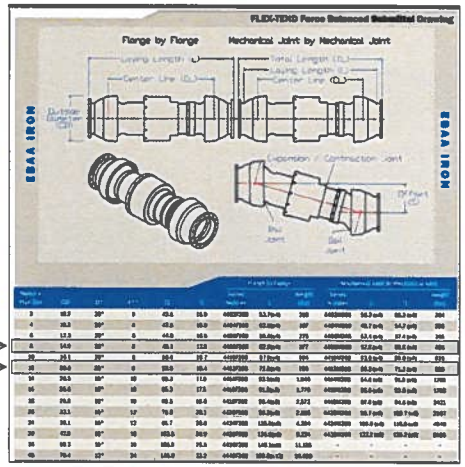




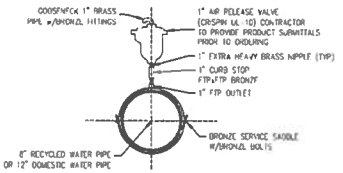


MODEL	A	B	C	WEIGHT CALC - LBS.
1212	12	12	4	206 (BASE) + 266 VF
1616	16	16	5	406 (BASE) + 480 VF
1818	18	18	5	602 (BASE) + 604 VF
2424	24	24	6	975 (BASE) + 750 VF
2436	24	36	6	999 (BASE) + 800 VF
2448	24	48	6	1099 (BASE) + 1068 VF
3030	30	30	6	920 (BASE) + 900 VF
3636	36	36	6	1299 (BASE) + 1080 VF
3848	36	48	6	1508 (BASE) + 1256 VF
4848	48	48	6	1879 (BASE) + 1386 VF
6060	60	60	6	2700 (BASE) + 1888 VF

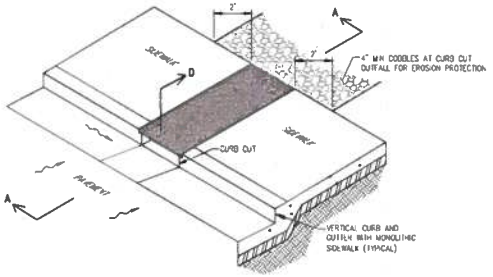
DETAIL 6 STORM DRAIN FIELD INLETS
NOT TO SCALE



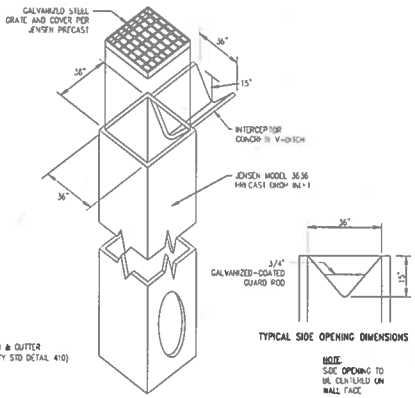
DETAIL 9
NOT TO SCALE



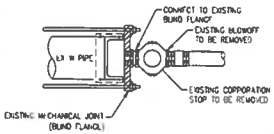
DETAIL 5
IN-LINE ARV DETAIL
NOT TO SCALE



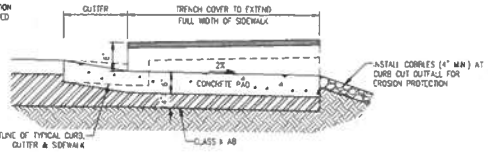
DETAIL 8 TYPICAL REVERSE SIDEWALK DRAIN ISOMETRIC
NOT TO SCALE



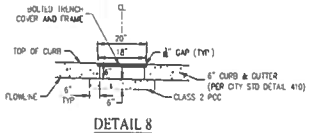
DETAIL 7 STORM DRAIN FIELD INLET
NOT TO SCALE



DETAIL 9 TYPICAL WATER PIPE CONNECTION
NOT TO SCALE



DETAIL 8 TYPICAL REVERSE SIDEWALK DRAIN DETAIL (SECTION A-A)
NOT TO SCALE



DETAIL 8
TYPICAL REVERSE SIDEWALK DRAIN DETAIL (SECTION D)
NOT TO SCALE

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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: PQM Date: 11/14/2025
Checked By: EMD Date: 11/14/2025
Designed By: EMD Date: 11/14/2025

Revisions

Num.	Description	Engr. Apvr.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

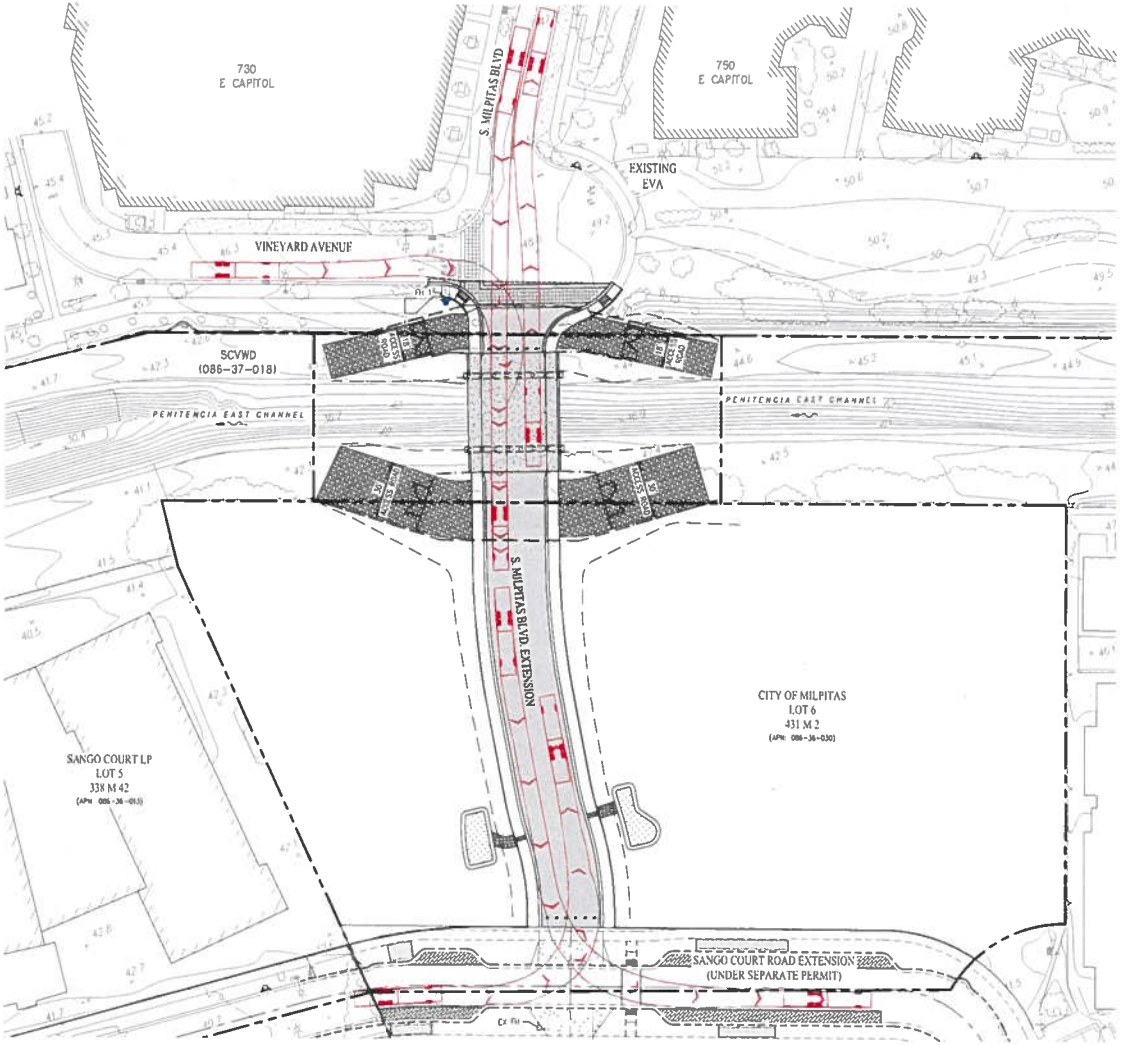
SOUTH MILPITAS BOULEVARD ROAD EXTENSION

DETAILS

RECOMMENDED FOR BIDDING BY: Lyhan Eam DATE: 3/25/26
Lyhan Eam, P.E., PW Division Manager - Engineering

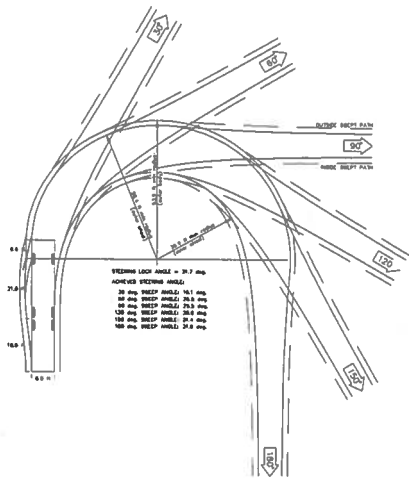
PROJECT NO 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET C-009

P:\SMBVD\ENG\CAD\PC-030.DWG



LEGEND

- EXISTING FIRE HYDRANT
- FIRE HYDRANT
- FIRE TRUCK BODY/OVERHANG
- DIRECTION OF TRAVEL



TURNING TEMPLATE
SP95 MILPITAS FIRE TRUCK
NOT TO SCALE

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Drawn By: PQM Date: 11/14/2025
Checked By: EHO Date: 11/14/2025
Designed By: EHO Date: 11/14/2025

Revisions

Num.	Description	Engr. Apvr.	Date

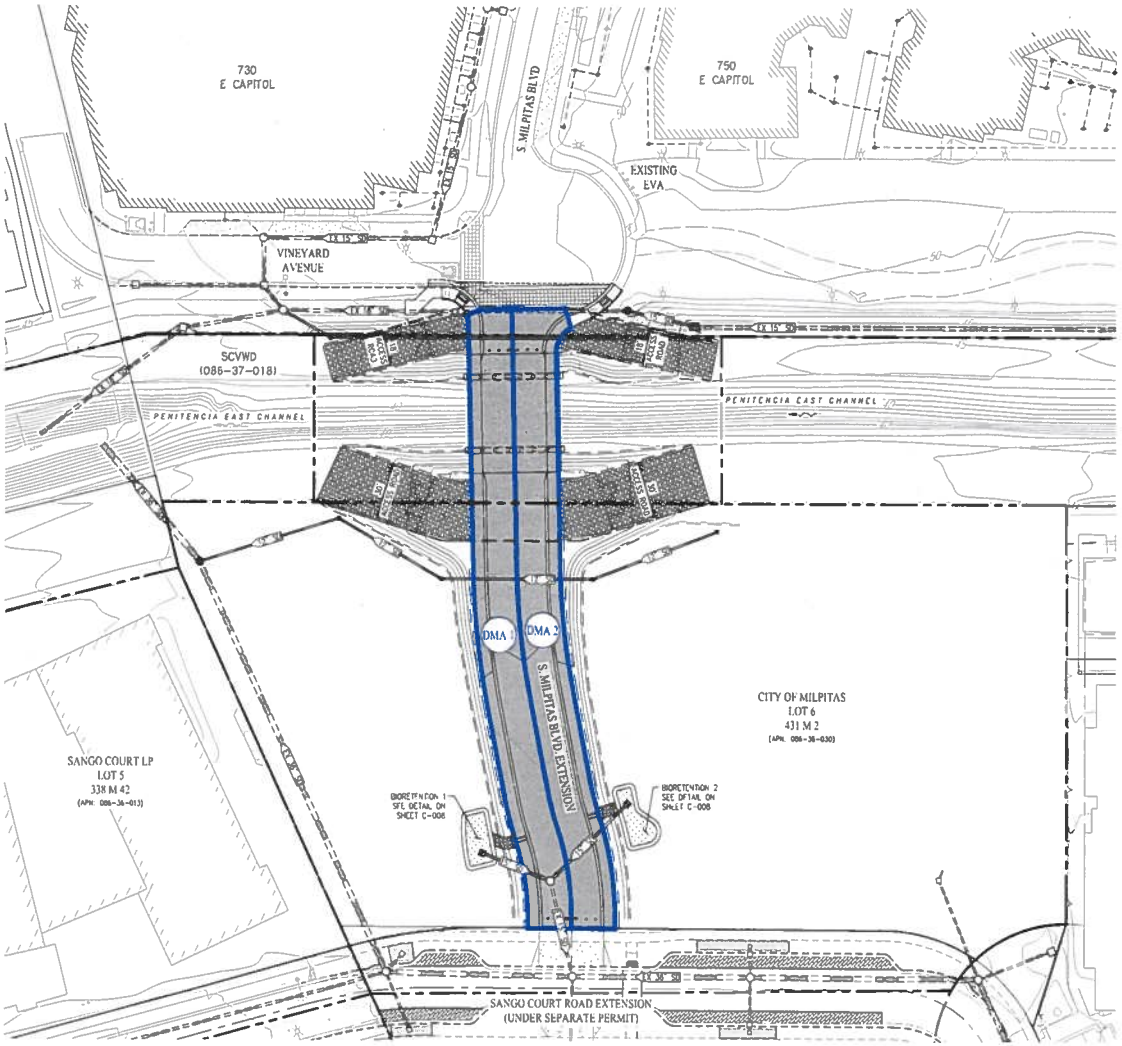
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

FIRE ACCESS PLAN

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO: 2016
Rec. Dwg No:
DATE: 11/14/2025
SCALE: 1" = 30'
SHEET: C-010



30' 0' 15' 30' 60'
GRAPHIC SCALE

SCALE: 1"=30'

LEGEND

PROPOSED	DESCRIPTION
	PROJECT BOUNDARY
	DMA (DRAINAGE MANAGEMENT AREA)
	DIRECTION OF DRAINAGE
	DIRECTION OF FLOW WITH STORM DRAIN INSTALLED
	EXISTING STORM DRAIN
	STORM DRAIN PIPE
	STORM DRAIN PIPE
	DRAINAGE INLET
	IMPERVIOUS AREA
	BIORETENTION AREA
(DMA 1)	DMA ID

STORMWATER MANAGEMENT SUMMARY

DRAINAGE MANAGEMENT AREA	TOTAL AREA (SF)	TOTAL IMPERVIOUS AREA (SF)	TOTAL PERVIOUS AREA (SF)	BIORETENTION AREA REQUIRED (SF)	BIORETENTION AREA PROVIDED (SF)
DMA 1	7,523	7,523	--	301	315
DMA 2	7,638	7,638	--	306	316
TOTAL	15,161	15,161	--	607	631

STORMWATER MANAGEMENT NOTES:

1. ALL TREATMENT MEASURES AND TECHNICAL REQUIREMENTS FOR THIS PROJECT ARE BASED ON THE SANTA CLARA COUNTY URBAN RUNOFF POLLUTION PREVENTION PROGRAM (SCVURPPP): GUIDANCE FOR IMPLEMENTING STORMWATER REQUIREMENTS FOR NEW DEVELOPMENT AND REDEVELOPMENT PROJECTS C.3 STORMWATER HANDBOOK.
2. REQUIRED BIORETENTION AREA IS EQUAL TO 4% OF THE IMPERVIOUS AREA.

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Revisions

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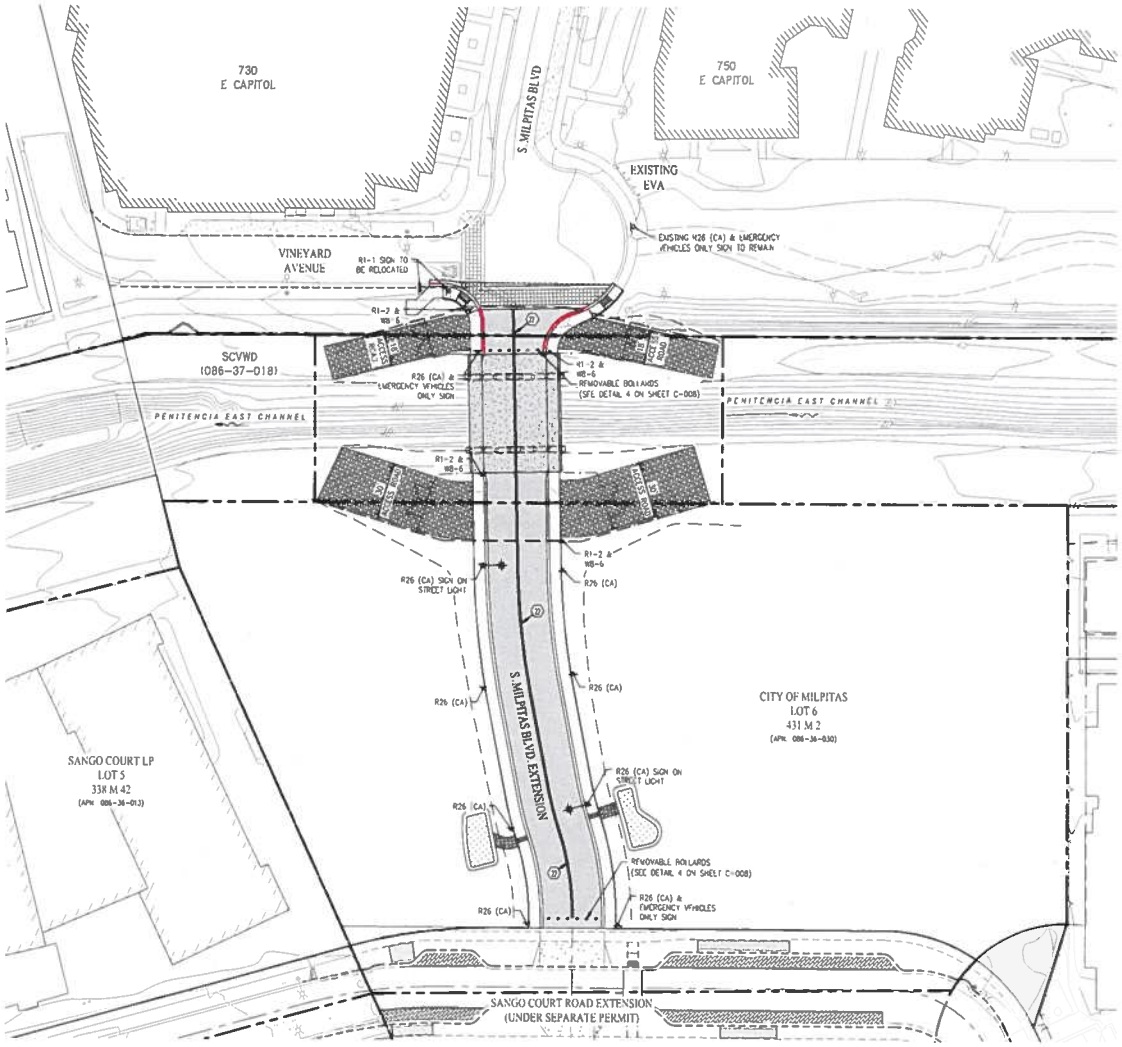
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

STORMWATER MANAGEMENT PLAN

RECOMMENDED FOR BIDDING BY: Lyhek Eam DATE: 3/25/26
Lyhek Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Rec. Dwg No
DATE: 11/14/2025
SCALE: 1" = 30'
SHEET C-011



30' 0' 15' 30' 60'
GRAPHIC SCALE

SCALE: 1"=30'

LEGEND

R1-1	"STOP" SIGN
R1-2	"YIELD" SIGN
R26 (CA)	"NO PARKING ANY TIME" SIGN
W8-6	"TRUCK CROSSING" SIGN
	EXISTING SIGN
	PROPOSED SIGN
(12)	CALTRANS STRIPING DETAIL 22 (THERMOPLASTIC)
	PAINT CURB RED WITH "FIRE LANE-CVC 22500.1" STENCIL PER SECTION 22500.1 OF CALIFORNIA VEHICLE CODE

SIGNING AND STRIPING NOTES:

1. ALL SIGNS SHALL CONFORM TO THE MOST CURRENT VERSION OF THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICE (CAMUTCD).
2. SIGNS SHALL BE OF STANDARD SIZE DESIGNATED FOR EACH TYPE IN THE CAMUTCD, EXCEPT WHERE NOTED OTHERWISE.
3. MOUNTING SHALL CONFORM TO CAMUTCD, AND APPLICABLE "STANDARD PLANS," STATE OF CALIFORNIA (CALTRANS), LATEST EDITION, EXCEPT WHERE OTHERWISE INDICATED ON PLANS.
4. ALL TRAFFIC SIGNS (EXCEPT STREET NAMEPLATES) SHALL BE OF MINIMUM 080 GAGE ALUMINUM BLANKS WITH 3M HIGH INTENSITY PROWARC RETROFLECTIVE FACES OR APPROVED EQUAL MEETING MINIMUM CAMUTCD REFLECTIVITY REQUIREMENTS.
5. STRIPING SHALL CONFORM TO APPROPRIATE PROVISIONS OF CAMUTCD, EXCEPT WHERE NOTED OTHERWISE. TRAFFIC STRIPES AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC WITH GLASS BEADS UNLESS OTHERWISE APPROVED BY CITY ENGINEER
6. STRIPING PAINT FOR CITY STREETS SHALL BE
   6.A WAMD DRY WATER BORNE – WHITE, YELLOW AND BLACK CONFORM TO STATE SPECIFICATIONS NO. PTWB-01
   6.B GLASS BEADS SHALL CONFORM TO STATE SPECIFICATION NO. 8010-004 (TYPE E) THE CERTIFICATION REQUIREMENTS SHALL BE SUBMITTED FOR READY MIXED WHITE AND YELLOW PAINTS
7. RAISED PAVEMENT MARKERS OF VARIOUS TYPES SHALL CONFORM TO SECTION 85, "PAVEMENT MARKERS," OF THE STATE STANDARD SPECIFICATIONS, THESE TECHNICAL PROVISIONS, AND AS SHOWN ON THE PLANS
8. PAINTED LEGENDS SHALL CONFORM TO STANDARD SIZES AND PATTERNS USED BY THE CITY OF MILPITAS ARRANGEMENTS MAY BE MADE TO USE THE CITY'S STENCILS BY CONTACTING THE PUBLIC WORKS INSPECTOR
9. REMOVE ALL EXISTING STRIPING THAT ARE IN CONFLICT WITH NEW STRIPING.

EMERGENCY VEHICLES ONLY SIGN
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Record Drawings

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Public Works Inspector _____ Date _____
Utility/Facility Dept. Head _____ Date _____
Project Engineer _____ Date _____
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Drawn By: PQM Date: 11/14/2025
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Revisions

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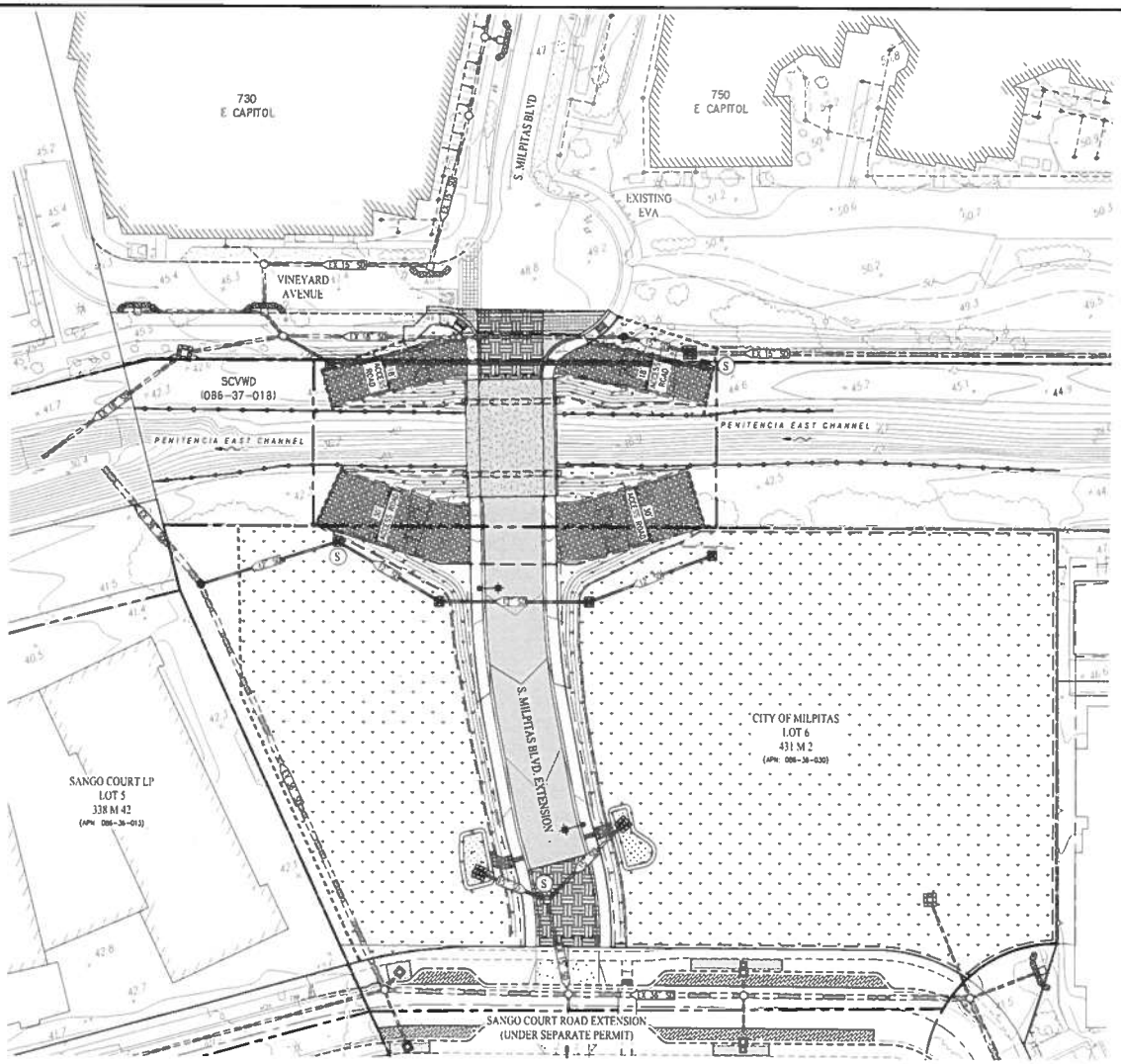
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

SIGNING & STRIPING

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO: 2016
Rec. Dwg No:
DATE: 11/14/2025
SCALE: 1" = 30'
SHEET: C-012



30' 0 15' 30' 60'
GRAPHIC SCALE

SCALE: 1"=30'

LEGEND

- DIRECTION OF FLOW WITH STORM DRAIN INSTALLED
- FIELD INLET PROTECTION - (SE-10)
- CURB INLET PROTECTION - (SE-10)
- SILT FENCE - (SE-1)
- FIBER ROLL - (SF-5)
- HYDROSEED MIX OR HYDROMULCH - (EC-4 OR EC-5)
- STABILIZED CONSTRUCTION ENTRANCE/EXIT - (TC-1)
- STABILIZED CONSTRUCTION ROAD - (TC-2)
- CHECK DAMS - (SE-4)
- FIELD INLET
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- STORMWATER DISCHARGE SAMPLING LOCATION*

NOTE:

* STORMWATER DISCHARGE SAMPLING LOCATIONS ARE SUBJECT TO CHANGE AND WILL BE RE-MOVED, RELOCATED OR ADDED AT THE QSD/QSP'S DISCRETION

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Record Drawings

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Drawn By: PQM Date: 11/14/2025
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Designed By: EMD Date: 11/14/2025

Revisions

Num.	Description	Engr. Apv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

EROSION CONTROL PLAN

RECOMMENDED FOR BIDDING BY: Lyhok Eam DATE: 3/25/26
Lyhok Eam, P.E., Plan Division Manager - Engineering

PROJECT NO: 2016
Rec. Dwg No
DATE: 11/14/2025
SCALE: 1" = 30'
SHEET C-013

I:\2016\ACAD\PLAN\EROSION CONTROL PLAN AND NOTES.DWG

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WDID #:

GENERAL NOTES:

2. CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC.
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CA 94583
(925) 866-0322
JASON NEFF, RCE #50136

3. SOILS ENGINEER: ENGEO
6399 SAN IGNACIO, SUITE 450
SAN JOSE, CA 95119
(408) 574-4900
JEANNIE T. RUFFOM, GE #3149

LEGEND

- DIRECTION OF FLOW WITH STORM DRAIN INSTALLED
- FIELD INLET PROTECTION - (SE-10)
- CURB INLET PROTECTION - (SE-10)
- SILT FENCE - (SE-1)
- FIBER ROLL - (SF-5)
- HYDROSEED MIX OR HYDROMULCH - (EC-4 OR EC-3)
- STABILIZED CONSTRUCTION ENTRANCE/EXIT - (TC-1)
- STABILIZED CONSTRUCTION ROAD - (TC-2)
- CHECK DAMS - (SE-4)
- FIELD INLET
- 12" SD — PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- (S) STORMWATER DISCHARGE SAMPLING LOCATION*

NOTE:

* STORMWATER DISCHARGE SAMPLING LOCATIONS ARE SUBJECT TO CHANGE AND WILL BE REMOVED, RELOCATED OR ADDED AT THE QSD/QSP'S DISCRETION

QUALIFIED SWPPP PRACTITIONER (QSP) TO MARK KNOWN LOCATIONS*

- MATERIALS AND EQUIPMENT STORAGE AREA (MM-1)
- VEHICLE CLEANING/MAINTENANCE/FUELING AREA - (NS-8, NS-9, NS-10)
- SANITARY FACILITY (MM-9)
- CONCRETE WASHOUT (MM-8)

NOTE:

* THE MATERIALS AND EQUIPMENT STORAGE AREA, VEHICLE CLEANING/MAINTENANCE/FUELING AREA, SANITARY FACILITY AND CONCRETE/WASTE WASHOUT WILL BE PLACED AT THE QSP'S DISCRETION AND ARE SUBJECT TO CHANGE

APPLICABLE (BUT NOT LIMITED TO) CURRENT CASQA STORMWATER BMP CONSTRUCTION HANDBOOK

EC-1	SCHEDULING
EC-3	HYDROMULCH
EC-4	HYDROSEED
NS-1	WATER CONSERVATION PRACTICES
NS-3	PAVING & GRINDING OPERATIONS
NS-8	VEHICLE & EQUIPMENT CLEANING
NS-9	VEHICLE & EQUIPMENT FUELING
NS-10	VEHICLE & EQUIPMENT MAINTENANCE
NS-12	CONCRETE CURING
NS-13	CONCRETE FINISHING
SE-1	SILT FENCE
SE-4	CHECK DAMS
SE-5	FIBER ROLLS
SE-10	DII PROTECTION TYPE 1
SE-10	DII PROTECTION TYPE 2
SE-10	DII PROTECTION TYPE 3
TC-1	STABILIZED CONSTRUCTION ENTRANCE/EXIT
TC-3	ENTRANCE & OUTLET TIRE WASH
WE-1	WIND EROSION CONTROL
WM-1	MATERIAL DELIVERY & STORAGE
WM-2	MATERIAL USE
WM-3	STOCKPILE MANAGEMENT
WM-8	CONCRETE WASTE MANAGEMENT
WM-9	SANITARY/SEPTIC WASTE MANAGEMENT

RISK LEVEL 2 SITES - BEST MANAGEMENT PRACTICE NOTES:

1. BEST MANAGEMENT PRACTICES (BMPs) MUST BE IMPLEMENTED IN COMPLIANCE WITH THE PROJECT SWPPP
2. RISK LEVEL 2 SITES ARE SUBJECT TO A pH VALUE OF 6.5-8.5, AND A TURBIDITY VALUE OF 250 NTU
3. RISK LEVEL 2 SITES REQUIRE A RAIN EVENT ACTION PLAN
4. RISK LEVEL 2 SITES REQUIRE LINEAR SEDIMENT CONTROLS ALONG THE TOE OF THE SLOPE, FACE OF THE SLOPE AND AT THE GRADE BREAKS OF EXPOSED SLOPES TO COMPLY WITH THE FOLLOWING SHEET FLOW LENGTHS:

CRITICAL SLOPE/ FLOW LENGTH COMBINATIONS	
0-25%	20 FEET
25-50%	15 FEET
OVER 50%	10 FEET

4. RISK LEVEL 2 SITE MONITORING AND REPORTING REQUIREMENTS:

RISK LEVEL	SUMMARY OF MONITORING AND REPORTING REQUIREMENTS						
	VISUAL INSPECTIONS					SAMPLE COLLECTION	
	QUARTERLY NON-STORMWATER DISCHARGE	PRE-STORM EVENT		DAILY STORM BMP	POST STORM	STORMWATER DISCHARGE	RECEIVING WATER
		BASELINE	RLRP				
2	X	X	X	X	X	X	N/A

5. IT SHALL BE THE LEGALLY RESPONSIBLE PARTY'S (LRP/DISCHARGER) DUTY TO MAINTAIN CONTROL OF THE ENTIRE CONSTRUCTION OPERATION AND TO ENSURE THE ENTIRE SITE IS IN COMPLIANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) APPROVED FOR THE SITE, THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD (SWRCB) ORDER NO. 2009-0009-DWQ, NPDES NO. CAS000002 AND THE CASQA CONSTRUCTION BMP GUIDANCE HANDBOOK
6. THIS PLAN IS INTENDED TO BE UTILIZED FOR INTERIM EROSION AND SEDIMENT CONTROL ONLY AND IS NOT TO BE UTILIZED FOR FINAL ELEVATIONS OR PERMANENT IMPROVEMENTS
7. THIS PLAN MAY NOT COVER ALL THE SITUATIONS THAT MAY ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. VARIATIONS AND ADDITIONS MAY BE MADE TO THIS PLAN AS NECESSARY IN THE FIELD. DOCUMENT AND REVISION ANY FIELD CHANGES PER THE REQUIREMENTS OF THE SWPPP AND NOTIFY THE CITY OR COUNTY REPRESENTATIVE OF THE FIELD CHANGES.
8. ALL MAINTENANCE AND OPERATION REQUIREMENTS SHALL COMPLY WITH THE SWPPP AND THE CASQA CONSTRUCTION BMP GUIDANCE HANDBOOK
9. DISCHARGERS SHALL EFFECT AND MAINTAIN PRECAUTIONARY MEASURES NECESSARY TO PROTECT ADJACENT WATERCOURSES AND PUBLIC OR PRIVATE PROPERTY FROM DAMAGE BY EROSION, FLOODING AND DEPOSITION OF MUD OR DEBRIS ORIGINATING FROM THE SITE
10. THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF EROSION CONTROL FOR THE PROJECT AND SHALL INSTALL AND MAINTAIN ANY DEVICES AND MEASURES NECESSARY TO THE SATISFACTION OF THE CITY OR COUNTY ENGINEER AND THE REGIONAL WATER QUALITY CONTROL BOARD (RWQCB)
11. DISCHARGERS SHALL ESTABLISH AND MAINTAIN EFFECTIVE BMP PERIMETER CONTROLS AND STABILIZED ALL CONSTRUCTION ENTRANCES AND EXITS TO SUFFICIENTLY CONTROL EROSION AND SEDIMENT DISCHARGES FROM THE SITE YEAR-ROUND
12. EROSION CONTROL MEASURES WILL BE PROPERLY IN PLACE YEAR-ROUND. ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE FIVE DAY RAIN PROBABILITY EXCEEDS 50 PERCENT
13. INSPECTIONS AND OBSERVATIONS SHALL OCCUR WEEKLY, AND AT LEAST ONCE EACH 24-HOUR PERIOD DURING EXTENDED STORM EVENTS, TO VERIFY AND RECORD BMPS THAT NEED MAINTENANCE TO OPERATE EFFECTIVELY, THAT HAVE FAILED OR THAT COULD FAIL TO OPERATE AS INTENDED
14. DISCHARGERS SHALL IMPLEMENT MEASURES TO CONTROL ALL NON-STORMWATER DISCHARGES DURING CONSTRUCTION
15. DISCHARGERS SHALL IMPLEMENT EFFECTIVE WIND EROSION CONTROL.
16. CONSTRUCTION TRAFFIC SPEEDS WILL BE LIMITED TO 15 MPH, OR LESS, AS REQUIRED BY THE CONTRACTOR.
17. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF SITE WORK. ALL CONSTRUCTION TRAFFIC ENTERING THE PAVED ROAD MUST CROSS THE ENTRANCE. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY
18. APPLY GRAVEL CONSTRUCTION ENTRANCE MATERIAL WITHIN MATERIAL STORAGE AREA
19. APPLY GRAVEL CONSTRUCTION ENTRANCE MATERIAL WITHIN THE VEHICLE STORAGE AREA
20. PLACE ALL EQUIPMENT ON VEHICLES, WHICH ARE TO BE FUELED, MAINTAINED AND STORED IN A DESIGNATED AREA FITTED WITH APPROPRIATE BMPS.
21. IMPLEMENT BMPS TO PREVENT THE OFF-SITE TRACKING OF LOOSE CONSTRUCTION AND LANDSCAPE MATERIALS.
22. PAVED STREETS WILL BE MONITORED DAILY AND FREQUENTLY CLEANED. STREETS WILL ALSO BE SWEPT ON AT LEAST A WEEKLY BASIS OR MORE OFTEN, AS NEEDED, TO MAINTAIN CONTINUOUS LITTER AND TRACKING CONTROL. STREET WASHING WILL NOT BE DONE.
23. TRASH RECEPTACLES WILL BE PROVIDED THROUGHOUT THE SITE, AND UTILIZED BY ALL WORKERS FOR MISCELLANEOUS TRASH. SITE REFUSE WILL BE PICKED UP ON A WEEKLY BASIS OR AS OFTEN AS NECESSARY IN ORDER TO KEEP THE SITE CLEAN.
24. COVER AND REPAIR LOOSE STOCKPILED CONSTRUCTION MATERIALS THAT ARE NOT ACTIVELY BEING USED (I.E. SOIL, SPOILS, AGGREGATE, FLY ASH, STUCCO, HYDRATED LIME, ETC.).
25. CONTAIN AND SECURELY PROTECT STOCKPILED WASTE MATERIAL FROM WIND AND RAIN AT ALL TIMES UNLESS ACTIVELY BEING USED
26. EXCAVATING, FILLING, BACKFILLING AND GRADING WORK SHALL NOT BE PERFORMED DURING UNFAVORABLE WEATHER CONDITIONS.
27. DISCHARGERS SHALL PROVIDE EFFECTIVE SOIL COVER FOR INACTIVE AREAS AND ALL FINISHED SLOPES, OPEN SPACE, UTILITY BACKFILL AND COMPLETED LOTS. INACTIVE AREAS OF CONSTRUCTION ARE AREAS OF CONSTRUCTION ACTIVITY THAT HAVE BEEN DISTURBED AND ARE NOT SCHEDULED TO BE RE-DISTURBED FOR AT LEAST 14 DAYS.
28. SLOPES WILL BE GRADED SO THAT WATER IS DIRECTED AWAY FROM THE SLOPE FACES AT THE END OF EACH WORKING DAY WHEN A CHANCE OF RAIN IS FORECAST
29. ALL RILLS, GULLIES, ETC. WILL BE PROMPTLY REPAIRED AS PRACTICAL BY REGRADING OR INSTALLATION OF SOIL, GRAVEL OR SANDBAGS.
30. ALL DRAIN INLETS WILL BE PROTECTED AS THEY ARE COMPLETED, DURING THE ENTIRE COURSE OF CONSTRUCTION.
31. IF SEDIMENT BASINS ARE TO BE USED, DISCHARGERS SHALL, AT A MINIMUM DESIGN SEDIMENT BASINS ACCORDING TO THE METHOD PROVIDED IN CASQA'S CONSTRUCTION BMP GUIDANCE HANDBOOK
32. AFTER EACH RAINSTORM, SILT AND DEBRIS SHALL BE REMOVED FROM CHECK DAMS, FIBER ROLLS, SILT FENCES AND SILT SACKS. SEDIMENT TRAPS/BASINS SHOULD ALSO BE OBSERVED AND PUMPED DRY AS NECESSARY TO ASSURE PROPER FUNCTION AND CAPACITY.
33. INTERIOR FIBER ROLLS MAY BE REMOVED AS THE AREA COMES UNDER CONSTRUCTION FOR FINISH GRADING AND LANDSCAPING INSTALLATION. PERIMETER PROTECTION SHOULD BE LEFT IN PLACE YEAR-ROUND.
34. GRAVEL CHECK DAMS MAY BE REMOVED FROM UNPAVED ROADWAYS AS THEY COME UNDER CONSTRUCTION

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Designer Stamp: REGISTERED PROFESSIONAL ENGINEER 50136 STATE OF CALIFORNIA CIVIL

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: PQM Date: 11/14/2025
Checked By: EMD Date: 11/14/2025
Designed By: EMD Date: 11/14/2025

Revisions

Mark	Description	Engr. Apv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

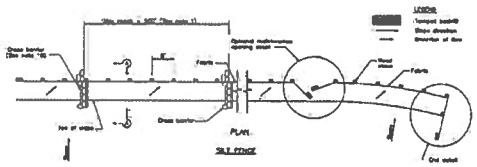
EROSION CONTROL NOTES

RECOMMENDED FOR BIDDING BY: Lyhea Eam DATE: 3/25/26
Lyhea Eam, P.E., PW Division Manager - Engineering

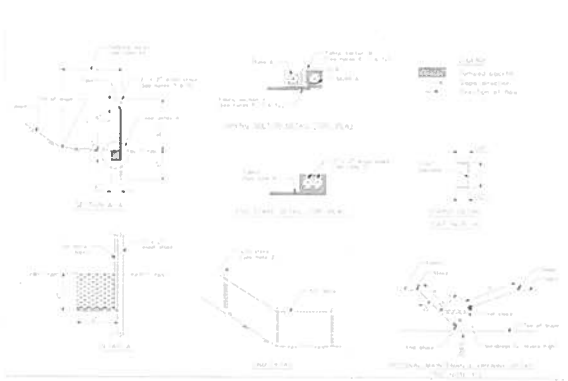
PROJECT NO: 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET: C-014

H:\2866\ACAD\PLANS\EROSION CONTROL PLAN AND NOTES.DWG

811 Know what's below. Call before you dig.

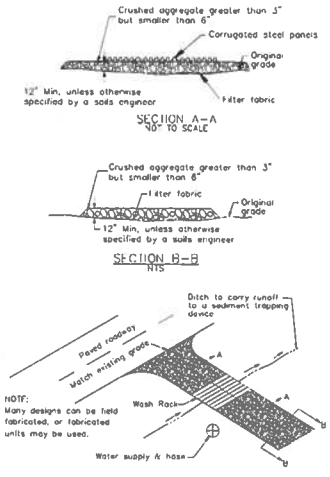


Silt Fence SE-1

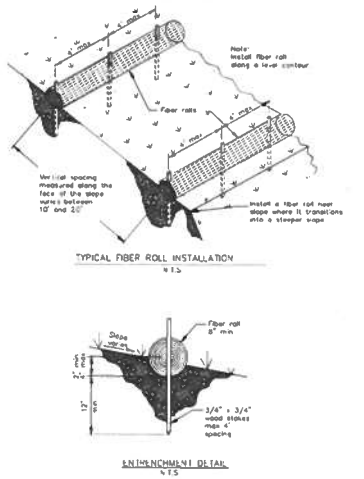


Silt Fence SE-1

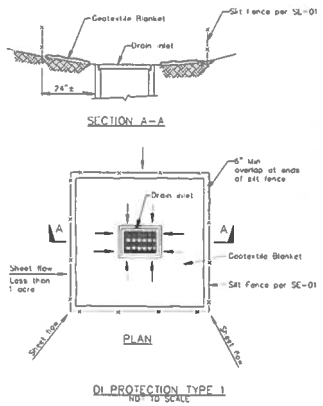
Entrance/Outlet Tire Wash TC-3



Fiber Rolls SE-5

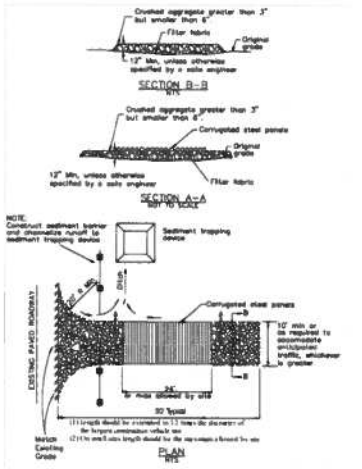


Storm Drain Inlet Protection SE-10



NOTES:
1. For use in areas where grading has been completed and final soil stabilization and seeding are pending.
2. Not applicable in paved areas
3. Not applicable with concentrated flows

Stabilized Construction Entrance/Exit TC-1



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Designer Stamp

Record Drawings

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

Drawn By: PQH Date: 11/14/2025
Checked By: EMO Date: 11/14/2025
Designed By: EMO Date: 11/14/2025

Revisions

Num.	Description	Engr. Apvr.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

EROSION CONTROL DETAILS

RECOMMENDED FOR BIDDING BY: Lyhan Eam DATE: 3/25/26
Lyhan Eam, P.E., PW Division Manager - Engineering

PROJECT NO 2016
Rec. Dwg No
DATE: 11/14/2025
SCALE: AS NOTED
SHEET C-015

H:\2016\PROJECTS\2016 EROSION CONTROL PLAN AND NOTES.DWG

811 Know what's below. Call before you dig.

Fresh Concrete and Mortar Application

Who should use this information?

- Masons and tile setters
- Sidewalk Construction Crews
- Patio Construction Workers
- Construction Inspectors
- General Contractors
- Home Builders
- Developers
- Concrete Delivery/Pumping Workers

Storm Drain Pollution from Fresh Concrete And Mortar Applications

Fresh concrete and cement-related mixtures that wash into storm drains or channels by rain can kill fish and other aquatic environments. Disposing of these substances in the storm drains or across a curb is a storm drains, causes serious problems, and is prohibited by law.

Doing the Job Right
General Business Practices

- ☐ Wash out concrete mixers only in designated wash out areas at your yard, away from storm drains and waterways, where the water will flow into a temporary waste pit in a dirt area. Let water percolate through soil and dispose of settled, hardened concrete as garbage. Whenever possible, recycle washout by pumping back into mixer for reuse
- ☐ Wash out chute onto dirt areas at site that do not flow to storm drains
- ☐ Always store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Protect dry materials from wind
- ☐ Secure bags of cement after they are open. Be sure to keep stockpiles covered and protected from storm drains, gutters, storm drains, rainfall, and runoff
- ☐ Do not use diesel fuel as a lubricant on concrete forms, tools, or trucks

During Construction

- ☐ Don't mix up more than concrete or cement than you will use in a two-hour period
- ☐ Set up and operate small mixers on tarps or heavy plastic drop cloths.
- ☐ When cleaning up after driveways or sidewalk construction, wash fines onto dirt areas, not down the driveway or into the street or storm drain.
- ☐ Protect applications of fresh concrete and mortar from rainfall and runoff until the material has dried
- ☐ Wash down exposed aggregate concrete only when the wash water can (1) flow onto a dirt area; (2) drain onto a bermed surface from which it can be pumped and disposed of properly; or (3) be vacuumed from a catchment created by blocking a storm drain inlet, if necessary (from runoff with temporary berms. Water must runoff does not reach gutters or storm drains.
- ☐ When brushing up pavement, be sure to pick up all the pieces and dispose of properly. Recycle large chunks of broken concrete at a local recycling facility.
- ☐ Never bury waste material. Dispose of small amounts of excess dry mix concrete, grout, and mortar in the trash
- ☐ Never dispose of washout into the street, storm drains, drainage ditches, or streams.

Heavy Equipment Operation

Who should use this information?

- Vehicle and Equipment Operators
- Site Supervisors
- General Contractors
- Home Builders
- Developers

Stormwater Pollution from Heavy Equipment on Construction Sites

Poorly maintained vehicles and heavy equipment that leak oil, antifreeze or other fluids on the construction site are common sources of storm drain pollutants. Prevent spills and leaks by selecting equipment that is appropriate for the job, and by watching for leaks and other maintenance problems. Remove construction equipment from the site as soon as possible

Doing the Job Right
Site Planning and Preventive Vehicle Maintenance

- ☐ Designate one area of the construction site well away from streets or storm drain inlets for auto and equipment parking, refueling, and routine vehicle and equipment maintenance. Contain the area with berms, sand bags, or other barriers.
- ☐ Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks.
- ☐ Perform major maintenance, repair jobs, and vehicle and equipment washing off site where chemicals is source
- ☐ If you must drain and replace motor oil, radiator coolant, or other fluids on site, use drip pans or drop cloth to catch drips, and spills. Collect all spent fluids, store in appropriate containers. Recycle drained automotive products whenever possible, otherwise, dispose of them as hazardous waste.
- ☐ Do not use diesel oil to lubricate equipment parts, or clean equipment. Use only water for any onsite cleaning.
- ☐ Cover exposed fish when hatches and other oily or greasy equipment during rain events.
- ☐ Use as little water as possible for dust control. Ensure water used doesn't leave silt or discharge to storm drains.

Spill Cleanup

- ☐ Clean up spills immediately when they happen.
- ☐ Never hose down "dirty" pavement or impermeable surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter and/or rags) whenever possible and properly dispose of absorbent materials.
- ☐ Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them.
- ☐ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil
- ☐ Report significant spills to the appropriate local spill response agencies immediately. In addition, dial 9-1-1 if hazardous materials might enter the storm drain

Earth-Moving and Dewatering Activities

Who should use this information?

- Subdivision Site Prep, and Grading Machine Operators
- Dump Truck Drivers
- Site Supervisors
- General Contractors
- Home Builders
- Developers

Storm Drain Pollution from Earth-Moving Activities

Soil excavation and grading operations loosen large amounts of soil that can flow or blow into storm drains when rainfall carelessly transports it to runoff. Leaving storm drains, sandbar vegetation, and draining hydrants are rainy and the San Francisco erosion control practices reduce the amount of runoff entering a site and clean the flow with clean a storm or roughened ground surfaces.

Contaminated groundwater is a common problem in the Santa Clara Valley. Depending on soil types and site history, groundwater pumped from construction sites may be contaminated with toxic chemicals or solvents or fuels with sediments. Any of these pollutants can harm wildlife in creeks or the Bay, or interfere with wastewater treatment plant operation. Discharging sediment water clean from a dewatering site may any waste of the state without treatment is prohibited

Doing the Job Right
General Business Practices

- ☐ Schedule excavation and grading work during dry weather
- ☐ Perform major equipment repairs away from the job site
- ☐ When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains.
- ☐ Do not use diesel oil to lubricate equipment parts, or clean equipment.

Practices During Construction

- ☐ Remove existing vegetation only when absolutely necessary. Plant temporary vegetation for erosion control on slopes or where construction is not immediately planned
- ☐ Protect downstream drainage courses, streams, and storm drains with sandbags or temporary drainage swales. Use check dams or ditches to divert runoff around excavations. Refer to the Regional Water Quality Control Board's Erosion and Sediment Control

Fund Issues: The proper erosion and sediment control measures, and California Stormwater Quality Association Stormwater Best Management Practice Handbook. construction, 2003)

- ☐ Cover stockpiles and excavated soil with secured tarps or plastic sheeting

Dewatering Operations
Check for Toxic Pollutants

- ☐ Check for odors, discolorations, or an oily sheen on groundwater
- ☐ Call your local wastewater treatment agency and ask whether the groundwater must be tested.
- ☐ If contamination is suspected, have the water tested by a certified laboratory
- ☐ Depending on the test results, you may be allowed to discharge pumped groundwater to the storm drain or to sanitary sewers or sanitary sewer OR, you may be required to collect and haul pumped groundwater offsite for treatment and disposal at an appropriate treatment facility

Detecting Contaminated Soil or Groundwater

Contaminated groundwater is a common problem in the Santa Clara Valley. It is important that all construction and subcontractors involved know what to look for in detecting contaminated soil or groundwater, and handling pumped groundwater before pumping. Watch for any of these conditions:

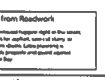
1. Unusual soil conditions, discoloration or odor
2. Abandoned underground storage tanks
3. Abandoned wells
4. Buried barrels, debris or trash

If any of these conditions are found, contact the local agencies listed below.

Roadwork and Paving

Who should use this information?

- Road Crews
- Driveway/Sidewalk/Parking Lot Construction Crews
- Sand Coat Contractors
- Operators of Loading Equipment, Paving Machines, Dump Trucks, Concrete Mixers
- Construction Inspectors
- General Contractors
- Developers
- Home Builders



Storm Drain Pollution from Roadwork

Road paving, surfacing, and pavement removal happen right on the street, where there are numerous opportunities for asphalt, concrete, dirty, or unwanted material to illegally enter storm drains. Take measures to prevent the discharge of materials properly and guard against pollution of storm drains, creeks, and the Bay

Doing the Job Right
General Business Practices

- ☐ Develop and implement erosion/sediment control plans for roadway improvements.
- ☐ Schedule excavation and grading work during dry weather
- ☐ Check for and repair leaking equipment.
- ☐ Perform major equipment repairs at designated areas in your maintenance yard, where cleanup is easier. Avoid performing equipment repair at construction sites.
- ☐ When refueling or when vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks.
- ☐ Do not use diesel oil to lubricate equipment parts or clean equipment.
- ☐ Recycle asphalt and concrete, broken asphalt, etc. whenever possible, or dispose of properly

During Construction

- ☐ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent fresh materials from contacting stormwater runoff.
- ☐ Cover and save catch basins and manholes when applying seal coat, slurry seal, fog seal, or similar materials.
- ☐ Protect drainage ways by using earth dikes, sand bags, or other controls to divert or trap and filter runoff
- ☐ Never wash excess material in dirt exposed aggregate cuts into or similar treatments into a street or storm drain. Collect and dispose as dirt area.
- ☐ Cover storm drain inlets (asphalt, sand, etc.) and other construction materials with plastic tarps. Protect manholes from sediment and runoff with temporary roads or plastic sheets and berms.
- ☐ Park paving machines over drip pans or absorbent material when not in use
- ☐ Clean up all spills and leaks using "dry" methods (with absorbent materials and/or rags) Dig up, remove, and properly dispose of contaminated soil

Asphalt/Concrete Removal

- ☐ Collect and sweep up or appropriately dispose of excess abrasive gravel or sand.
- ☐ Avoid over application by water trucks for dust control.

- ☐ Avoid crushing excess dust when breaking asphalt or concrete
- ☐ When breaking up old paved areas, be sure to remove all chunks and pieces. Make sure broken pavement does not come in contact with soil or runoff
- ☐ When crushing new curb, use as little water as possible. Vacuum or sweep up wet slurry and remove from the site. Cover or protect storm drain inlets during saw cutting, crushing, and properly dispose of all residues.
- ☐ Sweep, never hose down streets to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquid in storm drains.

Painting and Application of Solvents and Adhesives

Who should use this information?

- Painters
- Paperhangers
- Plasterers
- Graphic Artists
- Dry Wall Finishers
- Floor Covering Installers
- General Contractors
- Home Builders
- Developers
- Maintenance

Storm Drain Pollution from Paints, Solvents, and Adhesives

All paints, solvents, and adhesives contain chemicals that are bad for wildlife in creeks, bad creeks, San Francisco Bay, and the Pacific Ocean. Toxic chemicals may enter storm drains or solid materials or from cleaning products or rags. Paint materials and residues, adhesives and cleaning fluids must be properly used, stored, products, or disposed of properly to prevent storm drain pollution from flowing into storm drains and watercourses.

Doing the Job Right
Handling Paint Products

- ☐ Keep all liquid paint products and wastes away from storm drains, gutters, and streets. Liquid residues from paints, thinners, solvents, glues, and cleaning fluids are hazardous wastes and must be disposed of as hazardous
- ☐ Wash water from painted buildings constructed before 1978 can contain high amounts of lead. Even if paint chips are not present before you begin stripping paint or cleaning any pre-1978 building exteriors with water under high pressure, test paint for lead by taking paint scrapings in a lab or laboratory. Use trained Pages for a state-certified laboratory.
- ☐ If there is lead paint on the building, or if the paint tests positive for lead, don't storm drains. Clean with the wastewater treatment plant to determine whether you may discharge water to the sanitary sewer or if you must haul it off-site for disposal at hazardous waste

Paint Removal

- ☐ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or shoveled in plastic drop cloths and disposed of as trash.
- ☐ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury or arsenic must be disposed of as hazardous waste. Lead-based paint removal requires a state-certified contractor.
- ☐ When stripping or cleaning building exteriors with high-pressure water, don't storm drains. Direct wash water onto a dirt area so that soil it you can collect
- ☐ Paint over exterior building surfaces and dispose to the sanitary sewer. Sampling of the water may be required by the sanitary wastewater treatment authority in making its decision

Painting Cleanup

- ☐ Never clean brushes or spray paint containers into a street, gutter, storm drain, or surface waters.
- ☐ For water based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Rinse your paint down a storm drain. Dispose of rinsate liquids and residue as hazardous waste
- ☐ For oil based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids and residue as hazardous waste
- ☐ When thoroughly dry, empty paint cans, paint brushes, rags, and drop cloths may be disposed of as garbage in a sanitary landfill. Leave lids off paint cans so the volume of the paint can be used that they are empty. Empty, dry paint cans also may be recycled as metal.
- ☐ Dispose of unused aerosol paint cans as hazardous waste or at household hazardous waste collection events.

Recycle/Reuse Leftover Paints Whenever Possible

- ☐ Donate excess water based latex paint for reuse
- ☐ Never leftover oil-based paints. Dispose of non-recyclable thinners, sludge and unwanted paint as hazardous waste
- ☐ Unopened cans of paint may be able to be returned to the paint vendor Check with the vendor regarding its "buy-back" policy

BLUEPRINT FOR A CLEAN BAY

Best Management Practices for the Construction Industry

Remember: The property owner and the contractor share ultimate responsibility for the activities that occur on a construction site. You may be held responsible for any environmental damage caused by your subcontractors or employees.

Preventing Pollution: It's Up to Us

In the Santa Clara Valley, storm drains dumpster water discharge to local creeks and San Francisco Bay without treatment. Stormwater pollution is a serious problem for wildlife dependent on our creeks, and bays and for the people who live near polluted streams or baylands. Common sources of this pollution include spilled oil, fuel, and fluids from vehicles and heavy equipment, antifreeze, solvents, unfinished concrete by erosion, landscaping runoff containing pesticides or weed killers, and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain.

Santa Clara Valley Urban Runoff Pollution Prevention Program

The Santa Clara Valley storm pollutions have joined together with Santa Clara County and the Santa Clara Valley Water District to educate local residents and businesses about how they can prevent stormwater pollution. This "blueprint" summarizes "Best Management Practices "(BMPs) for stormwater pollution prevention.

Spill Response Agencies

- Dial 9-1-1
- Santa Clara County Environmental Health Services (408) 299-6930
- If Stormwater is Diffuse or Emergency Turn on the Warning Lamber (408) 971-7979 Pollution

Small Business Hazardous Waste Disposal Program

Santa Clara County businesses that generate less than 27 gallons or 220 pounds of hazardous waste per month are eligible to use Santa Clara County's Small Business Hazardous Waste Disposal Program. Call (408) 299-7300 for a quote. More information or guidance on disposal

Local Pollution Control Agencies

Santa Clara County Office of Toxics and Solid Waste Management (408) 441-1195

Santa Clara Valley Water District (408) 265-2600

San Jose/Santa Clara Water Pollution Control Plant (408) 945-3000 Serving Milpitas, Cupertino, Los Gatos, Milpitas, Monte Sereno, San Jose, Santa Clara and Saratoga

General Construction and Site Supervision

Who should use this information?

- Common Contractors
- Site Supervisors
- Inspectors
- Home Builders
- Developers
- Maintenance

Storm Drain Pollution from Construction Activities

Careless acts are pollution sources as storm water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and the Bay.

As a construction site supervisor, you can be part of a site you may be responsible for any environmental damage caused by your subcontractors or employees.

Doing the Job Right
General Principles

- ☐ Keep an orderly site and ensure good housekeeping practices are used
- ☐ Maintain equipment properly
- ☐ Cover materials when they are not in use.
- ☐ Keep materials away from storm drains, storm drains and drainage channels.
- ☐ Ensure that workers never discard waste into or discharge to storm drains.

Advance Planning To Prevent Pollution

- ☐ To reduce stormwater and grading activities for dry weather periods. To reduce soil erosion, protect stockpiles and place other erosion controls before rain begins. Use the Erosion and Sediment Control Field Manual , available from the Regional Water Quality Control Board San Francisco Bay Region, as a reference
- ☐ Control the amount of runoff crossing your site temporarily during construction by using berms or temporary or permanent drainage ditches to divert water flow around the site. Reduce stormwater runoff velocities by constructing temporary check dams or berms where appropriate
- ☐ Train your employees and subcontractors. Make these tasks familiar to everyone who works on the construction site. Designate a person to oversee and enforce

Good Housekeeping Practices

- ☐ Designate one area of the site for auto parking, vehicle refueling, and routine equipment maintenance. The designated area should be well away from streams or storm drain inlets, bermed if necessary. Make major repairs off site.
- ☐ Keep materials out of the rain - prevent runoff contamination at the source. Cover exposed piles of soil or construction materials with plastic sheeting or temporary roofs. Before it rains, secure all temporary materials from surfaces that drain to storm drains, creeks, or channels.
- ☐ Keep pollutants off exposed surfaces. Place trash cans around the site to minimize litter. Sweep up any debris from paved streets or sidewalks. Do not hose down surfaces where materials have spilled.
- ☐ Never hose down "dirty" pavement or surfaces where materials have spilled.
- ☐ Use dry cleanup methods whenever possible. If you must use water, use just enough to keep the dust down
- ☐ Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting to prevent rainfall from entering them. Never clean out a dumpster by hosing it down on the construction site.
- ☐ Place portable toilets away from storm drains. Make sure portable toilets are in good working order. Check frequently for leaks.

Materials/Waste Handling

- ☐ Practice source reduction - minimize waste when you purchase materials. Order only the amount you need to finish the job
- ☐ Use recyclable materials whenever possible. Arrange for pick up of recyclable materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleaned vegetation, paper, rags, and vehicle maintenance materials such as used oil, antifreeze, batteries, and tires.
- ☐ Dispose of all wastes properly. Many hazardous liquid materials, including solvents, water-based paints, cutback fluids, linoleum, asphalt and concrete, wood, and cleaned vegetation can be recycled
- ☐ Materials that cannot be recycled must be taken to an appropriate landfill or disposed of as hazardous waste
- ☐ Never bury waste materials or leave them in the street or near a creek or stream bed

Permits

- ☐ In addition to local grading and building permits, you will need to obtain coverage under the State's General Construction Activity Stormwater Permit if your construction site's disturbed area totals 1 acre or more. Information on the General Permit can be obtained from the Regional Water Quality Control Board.

Landscaping, Gardening, And Pool Maintenance

Who should use this information?

- Landscapers
- Gardeners
- Swimming Pool/Spa Service and Repair Workers
- General Contractors
- Home Builders
- Developers
- Homeowners

Storm Drain Pollution from Landscaping and Swimming Pool Maintenance

Home landscaping activities expose soils and mulches the likelihood that earth and garden chemicals will run off into the storm drains during irrigation or when it rains. Swimming pool water containing chlorine and copper-based algaecides should never be discharged to storm drains. These chemicals are toxic to aquatic life.

Doing the Job Right
General Business Practices

- ☐ Protect stockpiles (e.g. asphalt, sand, or soil) and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting.
- ☐ Store pesticides, fertilizers, and other chemicals indoors or on a shed or storage cabinet.
- ☐ Schedule grading and excavation projects during dry weather
- ☐ Use temporary check dams or ditches to divert runoff away from storm drains.
- ☐ Protect storm drains with sandbags or other sediment controls.
- ☐ Transportation is an integral form of erosion control for any site. Request as soon as possible with temporary vegetation such as grass seed.

Landscaping/Garden Maintenance

- ☐ Consider using integrated Pest Management Techniques. Use pesticides sparingly, according to instructions on the label. Rinse empty containers, and use rinsewater as product. Dispose of rinsed, empty containers in the trash
- ☐ Dispose of unused pesticides as hazardous waste

- ☐ Collect lawn and garden clippings, pruning waste, and tree trimmings. Chip if necessary, and compost if possible
- ☐ Do not leave piles of soil, base, dirt, sand, clay, or gravel near roads or gutters or on dirt shoulders, having up any leaves, litter or residue on gutters or on streets
- ☐ Protect nearby storm drains with filter fabric or other sediment controls.

Pool/Fountain/Spa Maintenance

- ☐ When it's time to drain a pool, spa, or fountain, please be sure to call your local wastewater treatment plant before you start for further guidance as we have restrictions, backflow prevention, and handling issues. Discharge flows should be kept to the less hectic times of the day possible through a garden hose. Higher flow rates may be prohibited by the wastewater treatment plant.
- ☐ Never discharge pool or spa water to a street or storm drain, discharge to a sanitary sewer is allowed.
- ☐ If possible, when emptying a pool or spa, let chlorine dissipate for a few days and then recycle water by draining it gradually onto a landscaped area OR

- ☐ San Jose/Santa Clara Water Pollution Control Plant (408) 945-3000. You may be able to discharge to the sanitary sewer by draining the water to a utility sink or sewer drain. Check with your local wastewater treatment plant before you start for further guidance as we have restrictions, backflow prevention, and handling issues. Discharge flows should be kept to the less hectic times of the day possible through a garden hose. Higher flow rates may be prohibited by the wastewater treatment plant.
- ☐ Never discharge pool or spa water to a street or storm drain, discharge to a sanitary sewer is allowed.
- ☐ If possible, when emptying a pool or spa, let chlorine dissipate for a few days and then recycle water by draining it gradually onto a landscaped area OR

Filter Cleaning

- ☐ Never clean a filter in the street or near a storm drain. Rinse cartridge and diatomaceous earth filters onto a dirt area, and waste filter residue may be disposed of as a non-hazardous waste.
- ☐ If there is no suitable dirt area, call San Jose/Santa Clara Water Pollution Control Plant (408) 945-3000 for instructions on discharging filter backwash or rinse water to the sanitary sewer

Milpitas Municipal Code (MMC) 2017

XI-16-11 Accidental Discharge - Notification of Discharge

(a) All persons shall notify the City by telephone immediately by dialing 911 upon accidentally discharging any material other than an acceptable discharge into a storm drain or watercourse in violation requirements to be taken by the City to minimize damage to storm drains and the receiving waters. Prohibited discharges include but are not limited to:

(1) Sewage,

(2) Discharges of runoff from material storage areas, including containing chemicals, fuels, or other potentially polluting or hazardous materials;

(3) Discharges of paint or fountain water containing chlorine, bromine, or other chemicals; discharges of paint or fountain filter backwash water;

(4) Discharges of sediment, pet waste, vegetation clippings, or other items or compounds resulted erosion; and

(5) Discharges of food-related wastes (e.g., grease, fish and cooking, and restaurant solution and wash-bin wash water etc.)

The City, at its sole discretion, may direct the person or persons responsible for the discharge to perform cleanup activities when it is deemed by the City that the person or persons have the capability to perform such activities. Persons shall be contacted in a timely manner before the next rain event, but no longer than 72 hours after the violations are discovered.

(b) The person deemed by the City responsible for the discharge shall, within five (5) days of the date of occurrence, provide a detailed written report to the City Manager or his or her designee describing the cause of the accidental discharge and the measures being taken to prevent future occurrence. Such notification will not relieve persons of liability for violations of this Chapter or for any fines imposed on the City on account thereof under Section 11350 of the California Water Code, or for violation of Lan ban 5005 of the California Fish and Wildlife Code, or any other applicable provisions of State or federal law.

(c) Persons deemed by the City responsible for the discharge are responsible for all expenses resulting from the discharge, including, but not limited to, damages, fines, and costs of clean up, whether performed by their own efforts, City efforts, or the efforts of a third party. Reimbursement of City efforts shall be determined by the number of personnel required and amount of time necessary to the coordination of City efforts and actual clean up. All personnel costs shall be charged at the current fully burdened rate, including overtime, plus any and all other direct costs.

XI-16-14 Enforcement and Penalties

(a) Criminal Penalties. Violations of the provisions of this Chapter shall be subject to criminal penalties as provided in Section 1 1-08 1 of this Code.

(b) Judicial Civil Penalties. Any person who intentionally or negligently violates any provision of this Chapter or any provision of any permit or permit conditions issued pursuant to this Chapter shall be civilly liable to the city in a sum not to exceed twenty four thousand dollars per day for each day in which such violation occurs.

(c) Administrative Citations. When the City Manager employs his or her designee determines that one or more violations of this Chapter have occurred an administrative citation may be issued pursuant to the procedures set forth in Lan barta 9 MA-1-09 through 9 MA-1-16. The amount of fines for administrative citations issued for violations of this Chapter shall be set forth in the schedule of fines established by resolution of the City Council.

(d) Notice of Noncompliance. If the severity of the violation warrants immediate action, a Notice of Noncompliance or Stop Work Notice shall be issued, permits may be suspended or revoked, Stormwater Pollution Prevention Plans may be found as noncompliance, and corrective actions may be implemented as outlined with Section 11 of this Chapter For all other cases, including those sites or projects where a stormwater pollution prevention plan is not required, the City Manager or his or her designee shall issue a Notice of Noncompliance that shall summarize the violations found. The City Manager or his or her designee shall order compliance by a date or hour certain at his or her discretion. If the violations are not abated in the time period identified in the Notice and non-compliance is the site shall be deemed to be in non-compliance with federal, State and local laws and the City Manager or his or her designee shall have the authority to issue a Stop Work Notice under or down the Stormwater Pollution Prevention Plan inadequate. If a Stop Work Notice is issued, Lan ban shall not be performed until the site has achieved compliance. Corrective actions may include revisions and resubmission of any Plan, including, but not limited to, Stormwater Pollution Prevention Plan, Erosion Control Plan or Grading Plan. The City Manager or his or her designee may also require a discharger that has violated any discharge limits contained in this Chapter to install a temporary system for the capture, testing, and release of stormwater

(e) Suspension of Utility Service. The City may, without prior notice, suspend water service, sanitary sewer service, and/or storm drain discharge access to a person discharging to the storm drain system where such suspension is necessary to stop an actual or threatened discharge which presents, or may present, imminent and substantial danger to the environment or to the health or welfare of persons, or presents, or may present, imminent and substantial danger to the storm drain system.

(f) For nonstormwater projects where a total of three or more Stop Work Notices and Notices of Non-compliance for urban runoff violations have been issued, the City Manager or his or her designee may require the contractor to have a Qualified Water Pollution Control Professional (QWPCP) on Qualified Water Pollution Control Plan(s) within three business days. The QSD/QWP shall maintain effective BMPs, provide guidance for improvement for the duration of the project, and certify compliance. A Stop Work Notice shall be issued for failure to comply.

(g) Restitution Cumulative. The remedies provided in this section are cumulative and not exclusive, and shall not preclude the use of any other remedy provided by this Chapter and shall be in addition to all other remedies available to the City under State and federal law.

PROJECT ADDRESS:

PROJECT NAME:

BLUEPRINT FOR A CLEAN BAY

BUILDING & SAFETY DEPARTMENT

SHEET CB-1

cbg CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4456
WWW.CBANDG.COM

Designer Stamp

REGISTERED PROFESSIONAL ENGINEER 59134 CIVIL STATE OF CALIFORNIA

Record Drawings

Designer _____ Date: _____

Public Works Inspector _____ Date: _____

Utility/Facility Dept. Head _____ Date: _____

Project Engineer _____ Date: _____

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

Drawn By: PQM Date: 11/14/2025

Checked By: EMD Date: 11/14/2025

Designed By: EMD Date: 11/14/2025

Revisions

Num.	Description	Engr. Apvr.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

BLUEPRINT FOR CLEAN BAY

RECOMMENDED FOR BIDDING BY: Lynet Eam DATE: 3/25/26

Lynet Eam, P.E., PW Division Manager - Engineering

PROJECT NO 2016

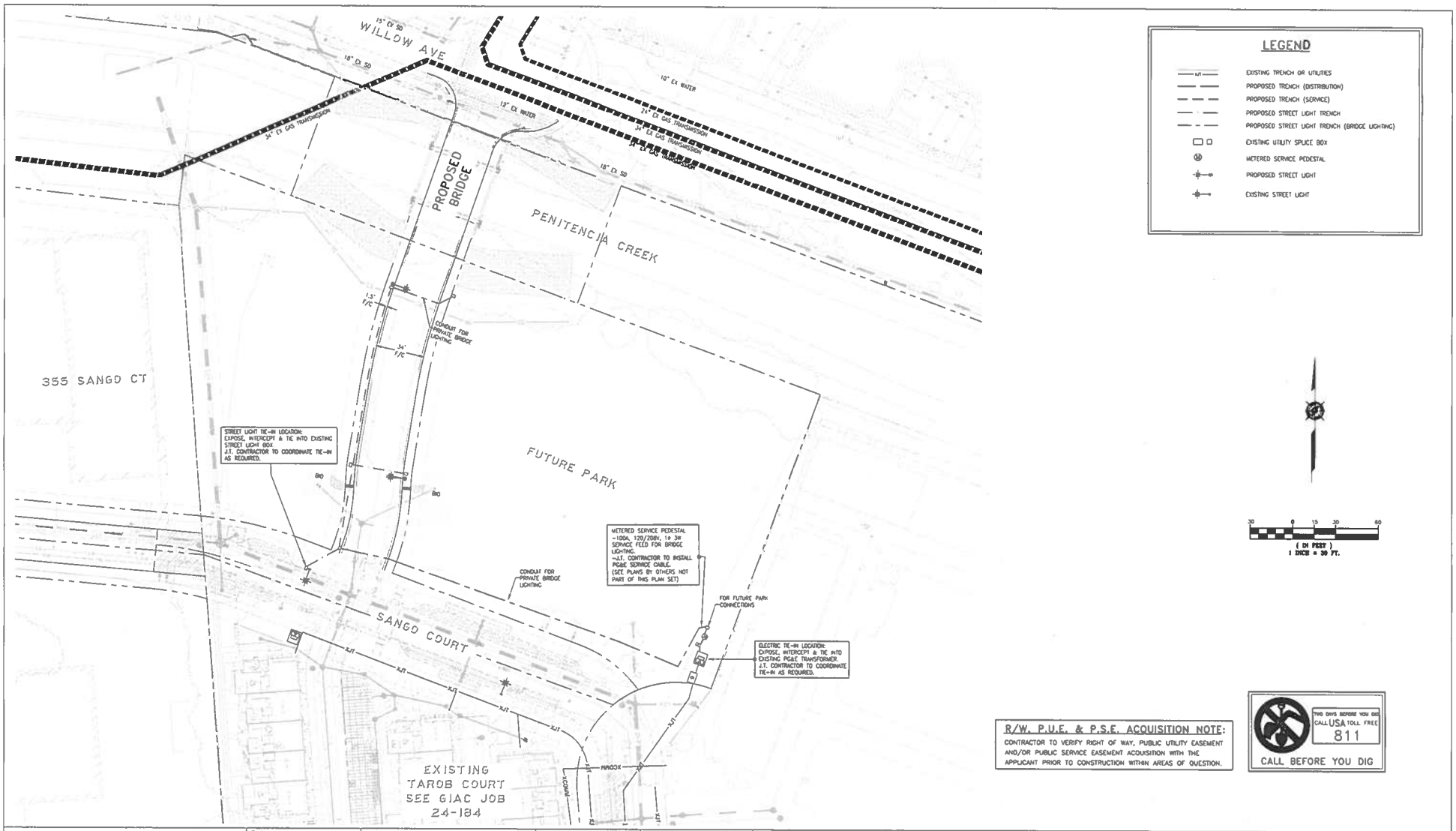
Rec. Dwg No.

DATE 11/14/2025

SCALE: AS NOTED

SHEET C-016

P:\2016\DESIGN\ACAD\PSHEETS\2016 DWG



R/W, P.U.E. & P.S.E. ACQUISITION NOTE:
CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

TWO DAYS BEFORE YOU DIG CALL USA TOLL FREE 811
CALL BEFORE YOU DIG

GIACALONE DESIGN SERVICES, INC.
5820 STONERIDGE MALL RD., #345 | PLEASANTON, CA 94588
925.467.1748 | WWW.GIACALONEDESIGN.COM

Designer Stamp — E11965 (EXP. 9/30/25) ELECTRICAL STATE OF CALIFORNIA

Record Drawings

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

Drawn By: AV/KC Date: 11/14/25
Checked By: DC Date: 11/14/25
Designed By: AC Date: 11/14/25

Revisions

Num.	Description	Engr. Aprv.	Date

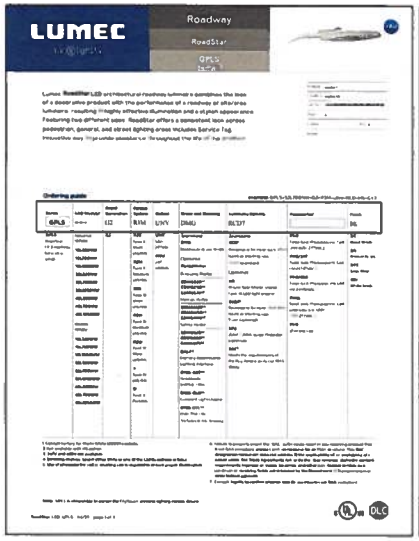
CITY OF MILPITAS
ENGINEERING DIVISION

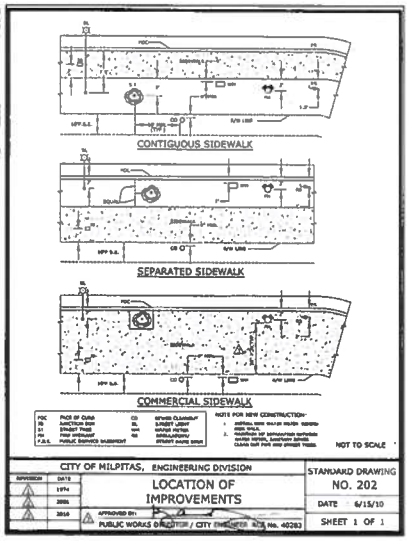
SOUTH MILPITAS BOULEEVARD ROAD EXTENSION

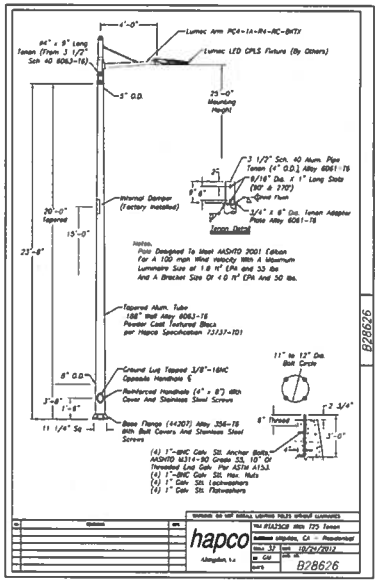
JOINT TRENCH INTENT

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., Plb Division Manager - Engineering

PROJECT NO. 2016
Res. Dwg No.
DATE: 11-14-2025
SCALE: 1"=30'
SHEET INT1







NOTE:
GIACALONE CONTRACTOR/GENERAL NOTES ARE A REFERENCE ONLY. THE LATEST CITY OF MILPITAS STANDARD DETAILS SUPERCEDE ALL OTHER NOTES OR DETAILS

CAUTION:
CONTACT U.S.A. (811) (2) FULL WORKING DAYS PRIOR TO STARTING WORK IF EXISTING UTILITIES CONFLICT WITH POLE LOCATION, FIELD ADJUST TO CLEAR EXISTING UTILITIES A MINIMUM OF 3'-0".

LIGHTING CONTROL METHOD

- ✓ PHOTOCELL IN EACH LIGHT FIXTURE
- ___ METER PEDESTAL INTERNAL PHOTOCELL
- ___ METER PEDESTAL TIME CLOCK
- ___ BUILDING CONTROL PANEL

PUBLIC/PRIVATE LIGHTING: PUBLIC
PG&E RATE SCHEDULE: LS-2A
INSTALL IN JOINT TRENCH: ___
INSTALL IN SEPARATE TRENCH: ✓
CITY PERMIT REQUIRED: ___

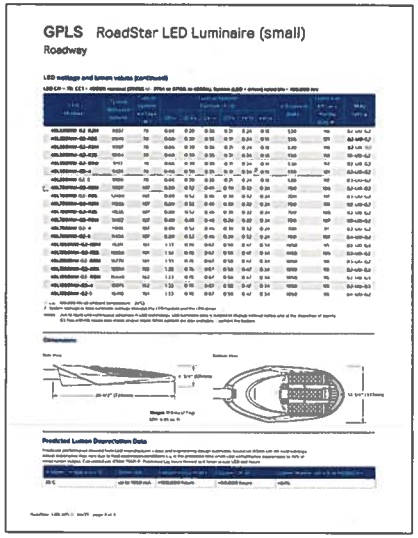
TWO DAYS BEFORE YOU DIG
CALL USA TOLL FREE 811
CALL BEFORE YOU DIG

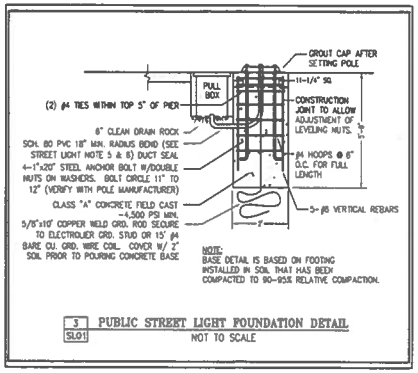
CONTRACTORS NOTES

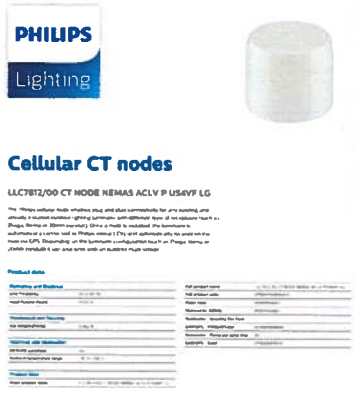
1. CONDUIT AND FITTINGS: ALL CONDUIT AND FITTINGS SHALL BE U.L. APPROVED. UNLESS OTHERWISE NOTED OR REQUIRED, PROVIDE PULL ROPE IN ALL EMPTY CONDUITS. ALL CROSSINGS TO BE PERPENDICULAR TO STREET.
2. CONDUIT DEPTH: 24" UNDER SIDEWALK; 24" UNDER PLANTER STRIP; 30" UNDER PAVEMENT.
3. CABLE: CABLE SHALL BE U.L. LISTED THW OR THWN WITH MINIMUM OF 3/64" (.54 MIL) POLYVINYL CHLORIDE INSULATION, UNLESS OTHERWISE NOTED. U.L. LISTED 600 VOLT, NO. 10 IN POLE MAY BE USED.
4. SPLICE BOXES: SPLICE BOXES SHALL NOT BE MORE THAN 200 FEET APART ON LONG RUNS.
5. FUSES: EACH POLE SHALL BE FUSED WITH WATERPROOF IN-LINE FUSE HOLDERS (BUSHMAN HEB SERIES) AT EACH ADJACENT SPLICE BOX WITH 10 AMP FUSE.
6. SPLICING: ALL SPLICES SHALL BE MADE IN STREET LIGHT BOXES ONLY. SPLICES SHALL BE IN ACCORDANCE WITH CALTRANS STANDARD METHOD "B". (SEE CALTRANS DETAIL ES-13A).
7. WATERPROOF INLINE FUSES SHALL BE PROVIDED IN THE SPLICE BOX NEXT TO EACH NEW OR RELOCATED STREET LIGHT, IF THE DESIGN IS SUCH THAT NO BOXES WILL BE INSTALLED, THE SPLICE SHALL BE LOCATED IN THE HANDHOLE.

STREET LIGHTING GENERAL NOTES

1. ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF THE STATE FIRE MARSHALL, FEDERAL AND ALL APPLICABLE CITY, COUNTY, STATE AND LOCAL UTILITY COMPANY REGULATIONS; N.E.C., AND THE LATEST APPROVED STANDARDS OF I.E.E.E., A.S.A, N.E.M.A., U.L. AND OSHA WHERE APPLICABLE. NOTHING IN THESE PLANS OR SPECIFICATIONS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE ABOVE. ALSO, ALL SECTIONS OF STATE OF CALIFORNIA PUC G.O. 95 SHALL APPLY.
2. MATERIALS FURNISHED UNDER THIS SECTION OF THESE SPECIFICATIONS FOR WHICH UL STANDARDS HAVE BEEN ESTABLISHED SHALL BE LISTED AND BEAR THE LABEL OF UNDERWRITER'S LABORATORIES, INC.
3. WHERE REQUIREMENTS OF APPLICABLE CODES AND STANDARDS CONFLICT WITH THE DRAWINGS OR THESE SPECIFICATIONS, THE MORE STRINGENT REQUIREMENT SHALL GOVERN.
4. THE ELECTRICAL CONTRACTOR SHALL INSTALL THE UNDERGROUND SERVICE FROM THE LUMINAIRE TO PG&E SERVICE POINT AND TERMINATE CONDUIT AND WIRES AT BOX AS DIRECTED BY PG&E.
5. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT FIRST NOTIFYING & OBTAINING APPROVAL FROM CITY/COUNTY AGENCY & GIACALONE DESIGN SERVICES, INC.
6. GIACALONE DESIGN SERVICES, INC. ASSUMES NO RESPONSIBILITY FOR ANY VARIANCE BETWEEN THESE PLANS AND THE ACTUAL FIELD CONDITIONS. CONTRACTOR SHOULD REVIEW PROJECT SITE PRIOR TO SUBMITTING ITS BID.
7. LEGEND SYMBOLS ARE SHOWN IN STREET AREA FOR CLARITY. INSTALL BEHIND CURB AND/OR SIDEWALK PER CITY/COUNTY SPECIFICATIONS KEEP CLEAR OF DRIVEWAYS AND PATHWAYS (TYPICAL).
8. ANY CHANGES OR MODIFICATIONS TO PROPOSED STREET LIGHT LOCATIONS SHALL BE APPROVED, IN WRITING, BY THE CITY/COUNTY AGENCY PRIOR TO INSTALLATION.
9. OBTAIN AND PLACE POLE NUMBERS ON ALL STREET LIGHT STANDARDS AS REQUIRED. COORDINATE WITH PG&E AND/OR CITY FOR THEIR REQUIREMENTS.
10. CONDUIT CAN BE PLACED IN JOINT TRENCH. CONDUIT LAYOUT IS SHOWN SCHEMATICALLY. SEE COMPOSITE DRAWING FOR TRENCH LOCATION. ANY INCIDENTAL TRENCHING NOT PROVIDED BY TRENCHING AGENT IS CONTRACTOR'S RESPONSIBILITY.
11. CONTRACTOR TO INSTALL CIRCUIT GROUNDING AND GROUND WIRE IN CONDUIT AS PER PLANS.
12. A LIST OF ALL MATERIALS & SUPPLIERS SHOULD BE PROVIDED TO AUTHORITY HAVING JURISDICTION FOR APPROVAL.
13. DAY BURN FOR 24 HOURS FOR 5 CONSECUTIVE DAYS FOR CITY/COUNTY INSPECTOR APPROVAL, OR AS REQUIRED BY GOVERNING AGENCY.
14. GROUNDING AND BONDING SHALL PROPERLY INTERCONNECT ALL METAL PARTS OF THE SYSTEM.
15. ALL CONNECTIONS SHALL BE SECURED WITH LOCK NUTS AND INSULATED BUSHINGS.
16. CONTRACTOR SHALL CONSULT LOCAL AGENCIES FOR THEIR CIRCUIT GROUNDING REQUIREMENTS. IF GROUND WIRE IS REQUIRED IN CONDUIT, INSTALL ACCORDINGLY.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING A COMPLETE OPERATING SYSTEM.
18. AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE STREET LIGHT ADMINISTRATION DEPT. OF THE CITY/COUNTY PRIOR TO ACCEPTANCE OF THE STREET LIGHTING SYSTEM.







*NOTE: CONTRACTOR TO VERIFY ALL QUANTITIES AND SPECIFICATIONS PRIOR TO ORDERING.

LUMINAIRE SCHEDULE

TYPE	LUMINAIRE	DIST.	MTG. HT.	ARM	POLE HT.	COLOR	MATERIAL	QUANTITY
"A" STREET LIGHT	78W, LED - 120V	TYPE R3M	25'-0"	4'-0"	23'-8"	BKTX	ALUMINUM	2

GIACALONE DESIGN SERVICES, INC.
5620 STONERIDGE MALL RD., #345 | PLEASANTON, CA 94588
925.467.1748 | WWW.GIACALONEDESIGN.COM

Designer Stamp: REGISTERED PROFESSIONAL ENGINEER, JOSEPH A. GIACALONE, No. E11965, EXP. 9/30/27, ELECTRICAL, STATE OF CALIFORNIA

Record Drawings
Designer ___ Date ___
Public Works Inspector ___ Date ___
Utility/Facility Dept. Head ___ Date ___
Project Engineer ___ Date ___
Public Improvements Initially Accepted by the City Council on ___ Res. No. ___

Drawn By: CCP Date: 11/14/25
Checked By: AC Date: 11/14/25
Designed By: AC Date: 11/14/25

Revisions

Num.	Description	Engr. Apvr.	Date

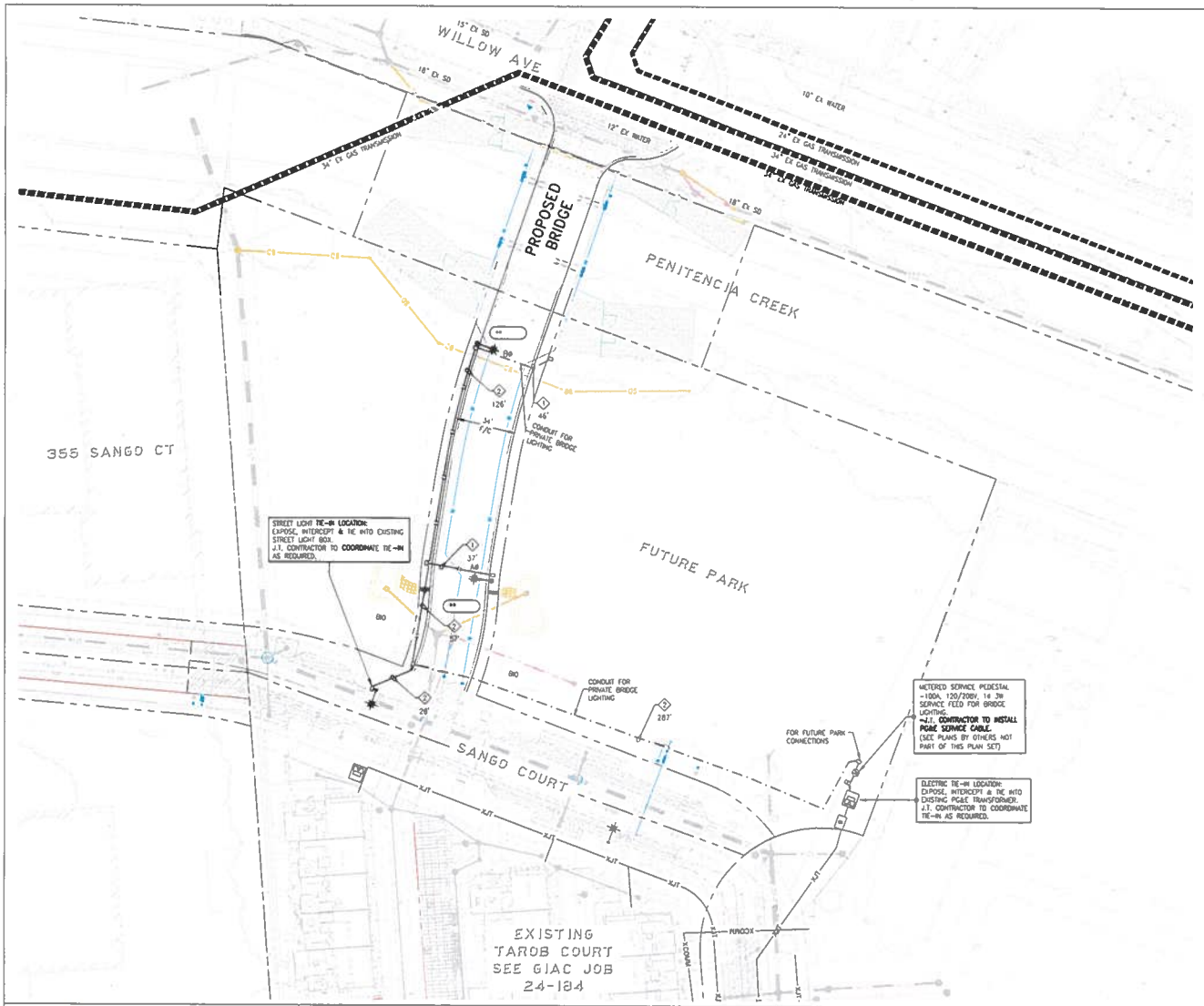
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

STREET LIGHTING SITE PLAN

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Rec. Dwg No.
DATE: 11-14-2025
SCALE: N.T.S.
SHEET SL1



(IN FEET)
1 INCH = 30 FT.

LEGEND

- PROPOSED 1 1/2" SCH. 40 PVC CONDUIT
- PROPOSED 1 1/2" SCH. 40 PVC CONDUIT
- PROPOSED SINGLE ARM STREET LIGHT (78W)
- STREET LIGHT BOX (STATE TYPE J 1/2)
- EX. STREET LIGHT BOX (STATE TYPE J 1/2)
- EXISTING STREET LIGHT
- 123456 STREET LIGHT POLE NUMBER
- METERED SERVICE PEDESTAL
- FIRE HYDRANT (BY OTHERS)

CONDUCTOR AND CONDUIT SCHEDULE

AWG OR CABLE	RUN NUMBER / NUMBER OF CONDUCTORS ①	②	③	④			
#4							
#6 GND							
#8 GND	2	3	2	3			
#10 GND				1	1		
#12 GND							
CONDUIT SIZE	1½"	1½"	1½"	1½"			

TWO DAYS BEFORE YOU DIG CALL USA TOLL FREE 811
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GIACALONE DESIGN SERVICES, INC.
5620 STONERIDGE MALL RD., #345 | PLEASANTON, CA 94588
925.467.1740 | WWW.GIACALONEDESIGN.COM

Designer Stamp: E11965 EXP. 6/30/27 REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA ELECTRICAL

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: CSP Date: 11/14/25
Checked By: DC Date: 11/14/25
Designed By: AC Date: 11/14/25

Revisions

Num.	Description	Engr. Apvr.	Date

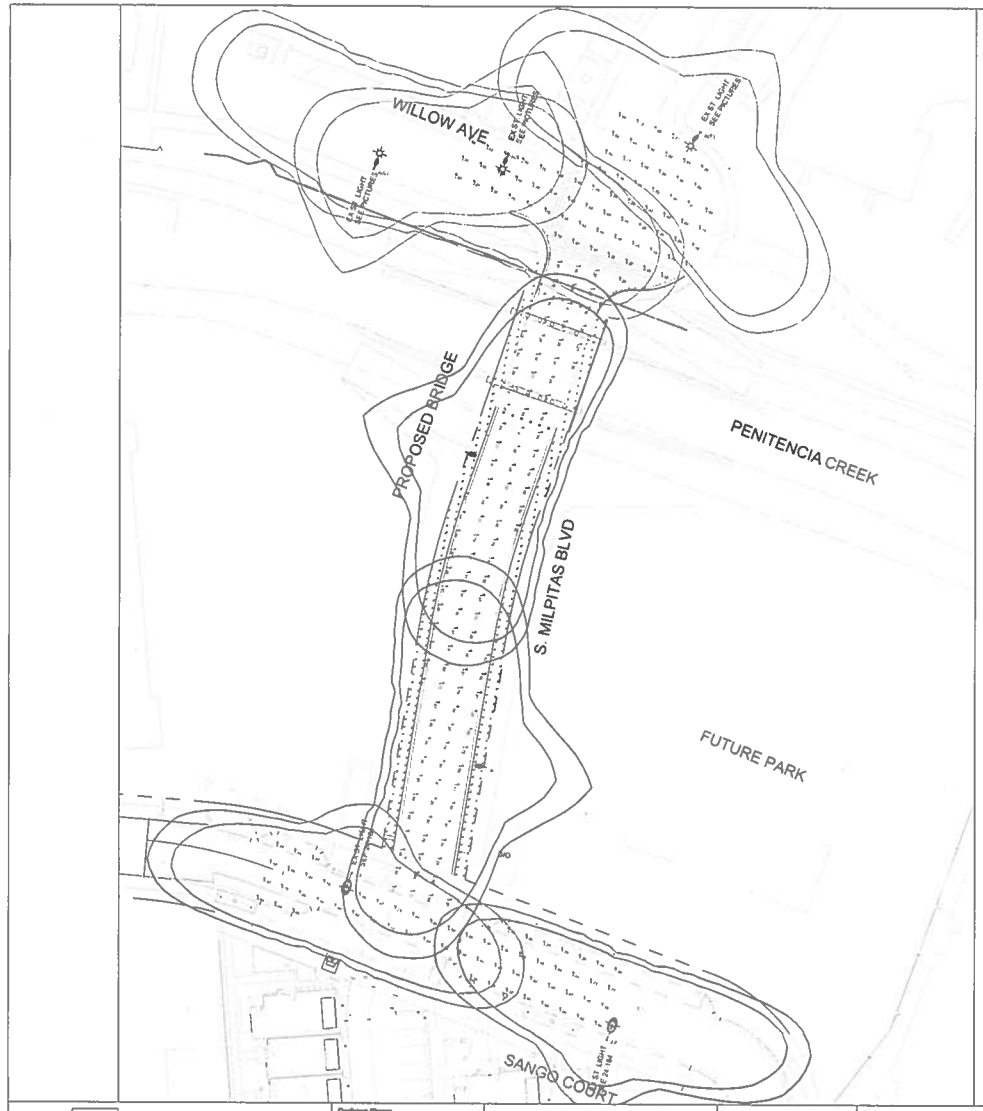
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

STREET LIGHTING SITE PLAN No. 2

RECOMMENDED FOR BIDDING BY Lyhan Eam DATE: 3/25/26
Lyhan Eam, P.E., Plr Division Manager - Engineering

PROJECT NO. 2016
Res. Dwg No.
DATE: 11-14-2025
SCALE: 1"=30'
SHEET SL2



Luminaire Schedule - LED

Project: S MILPITAS BVLD AND BRIDGE - MILPITAS

Symbol	Qty	Label	Tag	Arrangement	LLF	Luminaire Lumens	Luminaire Watts	Description	Notes
	7	AA(E)	EXISTING	Single	0.900	8846	93	LUMEC OPL8-32L530WW-G2-RJM @ 25' + 4' ARM	OPL8-32L530WW-G2-RJM.ies
	3	A(P)	PXISTING	Single	0.900	9307	78.1	LUMEC OPL8-48L530WW-G2-RJM @ 25' + 4' ARM	pplb-48BJ30ww-g2-r3m.ies
	2	A	NEW PROPOSED	Single	0.900	9307	78.1	LUMEC OPL8-48L530WW-G2-HJM @ 25' + 4' ARM	pplb-48BJ30ww-g2-r3m.ies

Calculation Summary

Project: S MILPITAS BVLD AND BRIDGE - MILPITAS

Description	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min
S MILPITAS BVLD	Illuminance	Fc	5.82	2.99	8.15	5.47	18.93
SIDEWALKS	Illuminance	Fc	5.78	3.84	8.11	8.91	33.99
TAROS CT	Illuminance	Fc	5.77	7.08	8.24	3.21	8.87
WILLOW AVE AND S MILPITAS BLVD	Illuminance	Fc	1.16	3.88	8.12	8.17	38.50

GIACALONE
DESIGN SERVICES, INC.
5620 STONERIDGE MALL RD., #345 | PLEASANTON, CA 94588
925.467.1748 | WWW.GIACALONEDESIGN.COM

Designer Stamp

Record Drawings

Designer _____ Date _____

Public Works Inspector _____ Date _____

Utility/Facility Dept. Head _____ Date _____

Project Engineer _____ Date _____

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

Drawn By: AV/KD Date: 11/14/25

Checked By: DC Date: 11/14/25

Designed By: AC Date: 11/14/25

Revisions

Num.	Description	Engr. Apvr.	Date

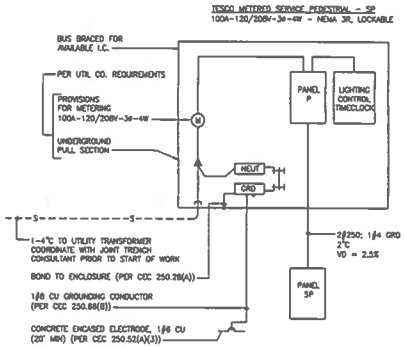
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

PHOTOMETRIC ANALYSIS REPORT

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: 1"=30'
SHEET PM



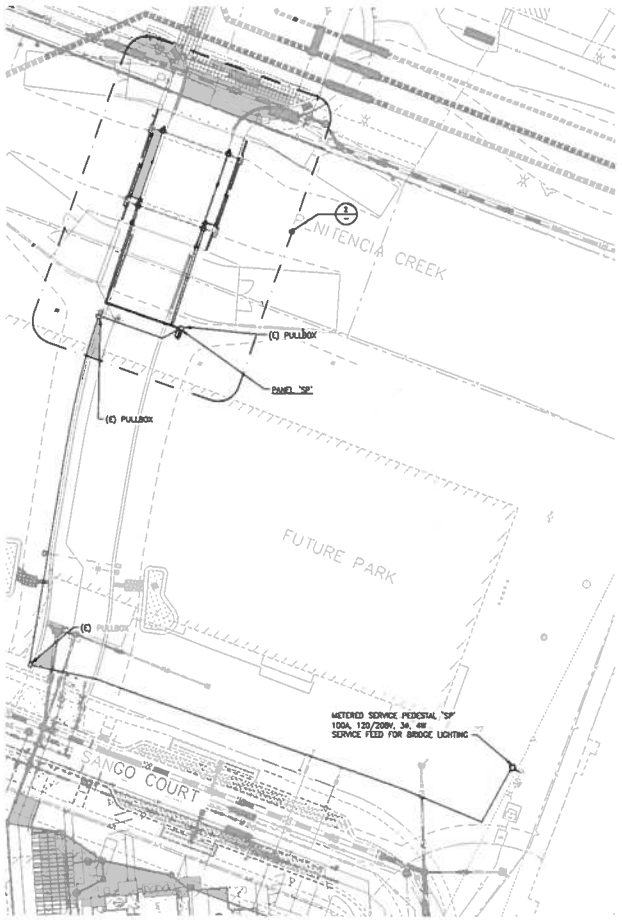
1 SINGLE LINE DIAGRAM
SCHEMATIC

NEMA 3R-LOCKABLE

| PANEL SP | | |

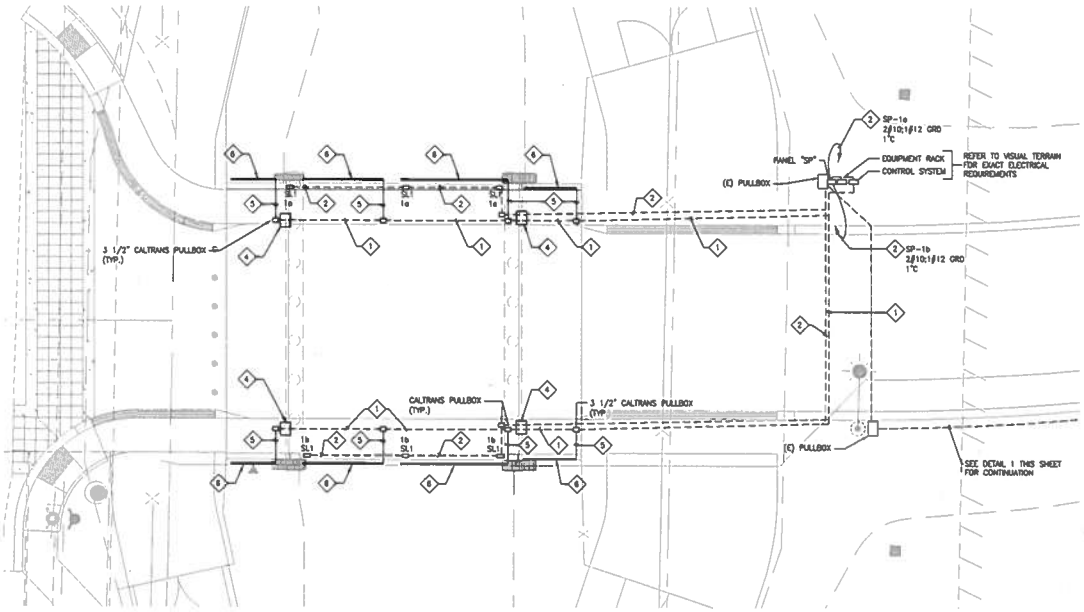
KEY NOTES

1. 1 1/2"C FOR ENHANCEMENT DATA AND LIGHTING CIRCUITS. SP-3 (2#10; 1#12 GRD; (E) LV FOR DATA.
2. 1"C – 2#10; 1#12 GRD – THRUOUT.
3. LINE VOLTAGE AND LOW VOLTAGE DATA UP TO BRIDGE ART LIGHTING.
4. PROVIDE EXPANSION FLEXIBLE CONDUIT AT EACH SEISMIC GAP LOCATION.
5. 1 1/2"C WITH MANUFACTURER'S FEED CABLE.
6. LIGHTING FIXTURES WITH PIGTAIL CONNECTION.



1 SITE ELECTRICAL PLAN
SCALE: 1" = 30'-0"

3 TYPICAL SECTION
SCALE: 1/4" = 1'-0"



2 ELECTRICAL PLAN
SCALE: 1" = 10'-0"

N

BELDEN
CONSULTING ENGINEERS
Petaluma, California
25017 / NL

Designer Stamp
E19981 (exp 6/30/27)

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: BCE Date: 11/14/25
Checked By: GG Date: 11/14/25
Designed By: NL Date: 11/14/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

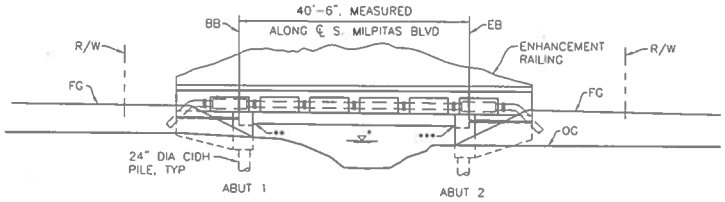
SOUTH MILPITAS BOULEVARD ROAD EXTENSION

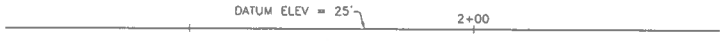
ELECTRICAL PLAN

RECOMMENDED FOR BIDDING BY: Lydia Kou DATE: 3/25/26
Lydia Kou, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET SE2.0

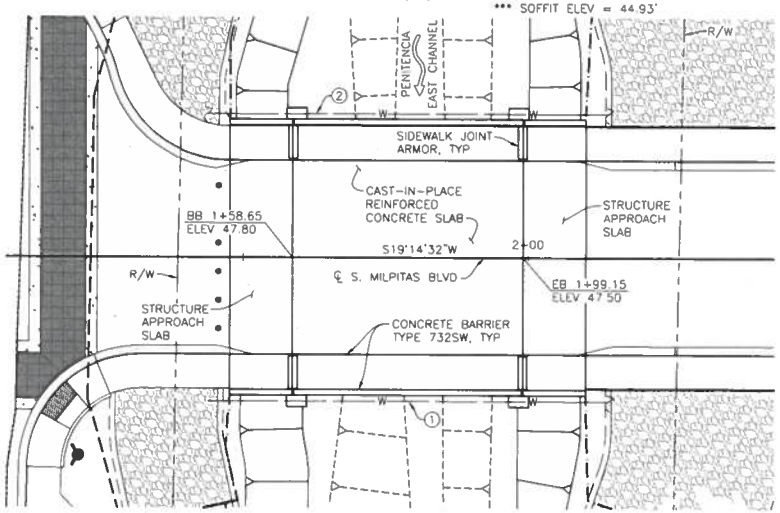
PROFILE GRADE
NO SCALE



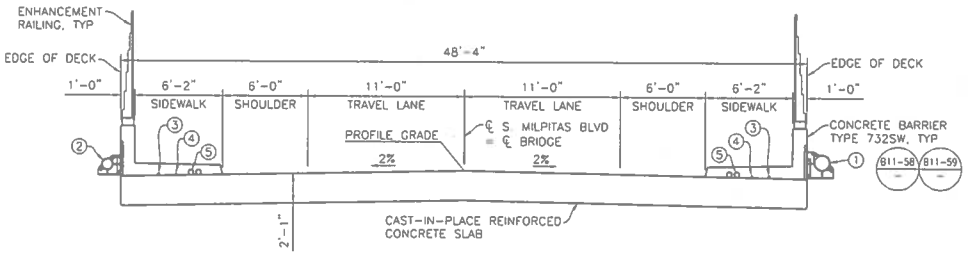


ELEVATION
1"=10'-0"

* SEE 'HYDROLOGIC SUMMARY' ON FOUNDATION PLAN SHEET
** SOFFIT ELEV = 45.23'
*** SOFFIT ELEV = 44.93'



PLAN
1"=10'-0"



TYPICAL SECTION
1/4"=1'-0"

INDEX TO BRIDGE PLANS

SHEET NO.	TITLE
S1	GENERAL PLAN
S2	DECK CONTOURS
S3	FOUNDATION PLAN
S4	ABUTMENT LAYOUT
S5	ABUTMENT DETAILS
S6	TYPICAL SECTION
S7	STRUCTURE APPROACH SLAB DETAILS
S8	SIDEWALK JOINT ARMOR DETAILS
S9	UTILITY DETAILS
S10	ENHANCEMENT RAILING DETAILS No. 1
S11	ENHANCEMENT RAILING DETAILS No. 2
S12	ENHANCEMENT RAILING DETAILS No. 3
S13	ENHANCEMENT RAILING DETAILS No. 4

LEGEND:
- (1) 12" DIA. WATER
- (2) 8" DIA. RECYCLED WATER
- (3) 1½" DIA. ENHANCEMENT DATA & LIGHTING
- (4) 1" DIA. STREET LIGHTING
- (5) (2) 4" DIA. SCH 40 PVC FUTURE UTILITY OPENING
- BB INDICATES BEGINNING OF BRIDGE
- EB INDICATES END OF BRIDGE
- —x— INDICATES CHAIN-LINK FENCE
- B0-13 / 13-1 — INDICATES CALTRANS STANDARD PLAN SHEET NO / INDICATES DETAIL NO
- A / S3 — INDICATES SECTION NO / INDICATES SHEET NO SHOWN ON
- 1 / S5 — INDICATES DETAIL NO / INDICATES SHEET NO. SHOWN ON

CALTRANS 2023 STANDARD PLANS

A3A	ABBREVIATIONS (SHEET 1 OF 3)
A3B	ABBREVIATIONS (SHEET 2 OF 3)
A3C	ABBREVIATIONS (SHEET 3 OF 3)
A10A	LEGEND - LINES AND SYMBOLS (SHEET 1 OF 5)
A10B	LEGEND - LINES AND SYMBOLS (SHEET 2 OF 5)
A10C	LEGEND - LINES AND SYMBOLS (SHEET 3 OF 5)
A10D	LEGEND - LINES AND SYMBOLS (SHEET 4 OF 5)
A10E	LEGEND - LINES AND SYMBOLS (SHEET 5 OF 5)
A62C	LIMITS OF PAYMENT FOR EXCAVATION AND BACKFILL BRIDGE
B0-13	BRIDGE DETAILS
B6-21	JOINT SEALS (MAXIMUM MOVEMENT RATING = 2")
B11-58	CONCRETE BARRIER TYPE 732SW (SHEET 1 OF 2)
B11-59	CONCRETE BARRIER TYPE 732SW (SHEET 2 OF 2)

NOTES:
1. THE WORK EMBRACED HEREIN SHALL BE DONE IN ACCORDANCE WITH THE STATE OF CALIFORNIA 2023 STANDARD SPECIFICATIONS, REVISED STANDARD SPECIFICATIONS, STANDARD PLANS, AND REVISED STANDARD PLANS AND IN ACCORDANCE WITH THE PROJECT TECHNICAL SPECIFICATIONS.
2. THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS, LAYOUT, DIMENSIONS AND COORDINATION WITH CIVIL PLANS PRIOR TO START OF CONSTRUCTION OR ORDERING OR FABRICATING ANY MATERIAL. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
3. SEE CIVIL PLANS FOR ELEVATION CONTROL, FINISHED GRADE LIMITS, ADDITIONAL DETAILS, LAYOUT INFORMATION, AND NOTES.
4. ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON THE NGVD29 DATUM. THE FOLLOWING CONVERSION APPLIES TO OBTAIN NAVD88 ELEVATIONS:
   NAVD88 ELEVATION = PLAN ELEVATION + 2.743'
5. A FOUNDATION EXPLORATION REPORT BY ENGEO DATED MARCH 26, 2020 HAS BEEN PREPARED FOR THIS PROJECT. CONTRACTOR SHALL CONFORM TO ALL REQUIREMENTS THEREIN.
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR CONFORMING TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA AND OSHA REQUIREMENTS.
7 FOR GENERAL NOTES, SEE DECK CONTOURS SHEET.

CORNERSTONE
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986 W Alluvial Ave - Suite 201
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fax 559 320.3201

Designer Stamp

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

Drawn By: JPJ Date: 11/14/25
Checked By: NRZ Date: 11/14/25
Designed By: JPJ Date: 11/14/25

Num.	Description	Engr. Aprv.	Date

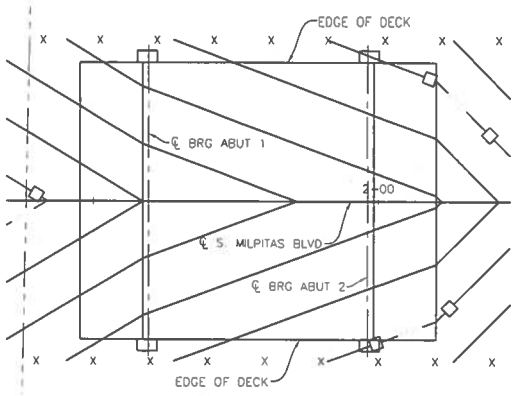
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOUELVARD ROAD EXTENSION

GENERAL PLAN

RECOMMENDED FOR BIDDING BY: Lydia Kou DATE: 3/25/26
Lynn Kou, P.E., Pw Division Manager - Engineering

PROJECT NO. 2016
Res. Ord No. -
DATE: 11/14/2025
SCALE: AS NOTED
SHEET S1

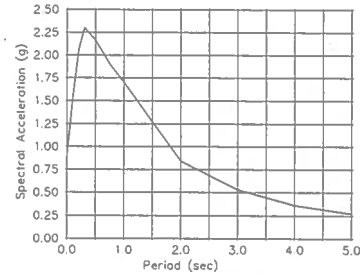


DECK CONTOURS
1"=10'-0"

NOTES:
1. CONTOURS INDICATE TOP OF CAST-IN-PLACE CONCRETE SLAB ELEVATION.
2. □ INDICATES ONE FOOT CONTOURS.
3. X INDICATES 10 FT INTERVALS MEASURED ALONG ℄ S. MILPITAS BLVD
4. CONTOUR INTERVAL = 0.20 FT.
5. CONTOURS DO NOT INCLUDE CAMBER OR FALSEWORK DEFLECTION AND SETTLEMENT.
6. THIS SHEET SHALL NOT BE USED TO SCALE BRIDGE GRADES. A LARGE SCALE (1/4"=1'-0") DECK CONTOURS SHEET SHALL BE REQUESTED FROM THE ENGINEER FOR THIS PURPOSE.

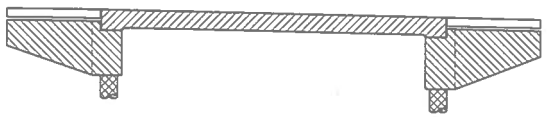
GENERAL NOTES
LOAD AND RESISTANCE FACTOR DESIGN

DESIGN:	AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION WITH CALIFORNIA AMENDMENTS
SEISMIC DESIGN:	CALTRANS SEISMIC DESIGN CRITERIA (SDC) VERSION 2.0
DEAD LOAD:	INCLUDES 35 PSF FOR FUTURE WEARING SURFACE.
LIVE LOADING:	HL93 W/ "LOW-BOY" AND PERMIT DESIGN VEHICLE
SEISMIC LOADING:	V_{s30} = 300 m/s PEAK GROUND ACCELERATION = 0.91g 5% DAMPING



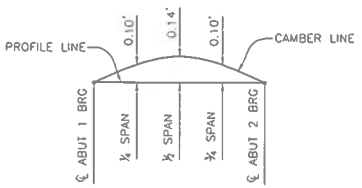
ACCELERATION RESPONSE SPECTRUM

REINFORCED CONCRETE:	fy = 60 ksi f'c = SEE 'CONCRETE STRENGTH & TYPE LIMITS' THIS SHEET n = 8.0
SOIL CRITERIA FOR DESIGN:	PER ENGEO'S FOUNDATION EXPLORATION VEHICULAR BRIDGE REPORT DATED MARCH 26, 2020



- INDICATES CIDH PILING (f'c = 3,600 PSI AT 28 DAYS)
- INDICATES STRUCTURAL CONCRETE, BRIDGE (f'c = 3,600 PSI AT 28 DAYS)
- INDICATES STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER) (f'c = 4,000 PSI AT 28 DAYS)
- INDICATES STRUCTURAL CONCRETE, APPROACH SLAB (f'c = 4,000 PSI AT 28 DAYS)

CONCRETE STRENGTH & TYPE LIMITS
NO SCALE



(DOES NOT INCLUDE ALLOWANCE FOR FALSEWORK SETTLEMENT OR DEFLECTION)

CAMBER DIAGRAM
NO SCALE

CORNERSTONE structural engineering group
986 W Alluvial Ave - Suite 201
Fresno, California 93711
559.320.3200
fax 559.320.3201

Designer Stamp

Record Drawings
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Public Works Inspector _____ Date _____
Utility/Facility Dept. Head _____ Date _____
Project Engineer _____ Date _____
Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

Drawn By: JPJ Date: 11/14/25
Checked By: NRZ Date: 11/14/25
Designed By: JPJ Date: 11/14/25

Revisions

Num.	Description	Engr. Aprv.	Date

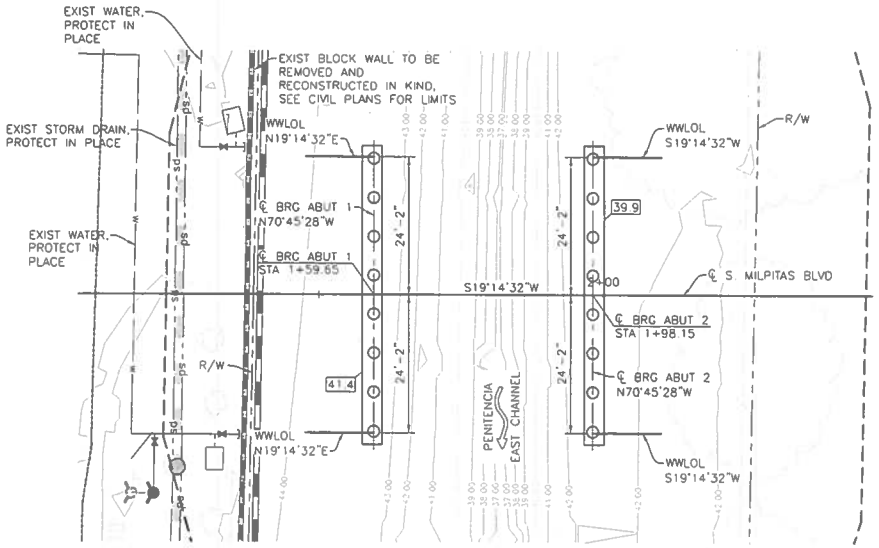
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

DECK CONTOURS

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Res. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET S2



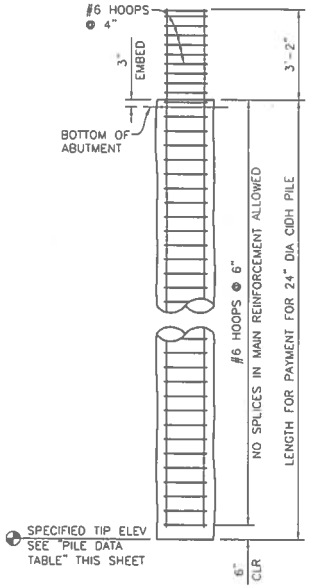
FOUNDATION PLAN
1"=10'-0"

NOTES:

○ INDICATES 24" DIA CIDH PILES

41.4 INDICATES BOTTOM OF ABUTMENT ELEVATION

1. A REPRESENTATIVE OF THE GEOTECHNICAL ENGINEER OF RECORD SHALL BE ON SITE AT ALL TIMES DURING PILE DRILLING AND INSTALLATION OPERATIONS. UPON COMPLETION, THE GEOTECHNICAL ENGINEER OF RECORD SHALL PROVIDE THE CITY AND STRUCTURAL ENGINEER OF RECORD WITH A SEALED AND SIGNED LETTER CERTIFYING THAT THE PILE INSTALLATIONS HAVE MET ALL PROJECT REQUIREMENTS.
2. –42.00– INDICATES CONTOUR ELEVATION
3. CONTOUR INTERVAL = 1'
4. CONTRACTOR SHALL VERIFY ALL EXISTING CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL
5. CONTOURS SHOWN INDICATE EXISTING CONDITIONS. FOR FINISHED GRADE LIMITS, SEE CIVIL PLANS
6. SEE CIVIL PLANS FOR HORIZONTAL AND VERTICAL CONTROLS



CIDH PILE ELEVATION
1/2"=1'-0"

HYDROLOGIC SUMMARY

DRAINAGE AREA = 1.7 SQUARE MILES

FREQUENCY (YEARS)	100
DISCHARGE (CUBIC FEET PER SECOND)	625
WATER SURFACE (ELEVATION AT BRIDGE, IN FEET)	42.99

FLOOD PLAIN DATA ARE BASED UPON CALCULATIONS PREPARED BY SCHAAF AND WHEELER DATED SEPTEMBER 4, 2020 AND DECEMBER 28, 2020 AND ARE SHOWN TO MEET FEDERAL REQUIREMENTS. THE ACCURACY OF SAID INFORMATION IS NOT WARRANTED BY THE CITY OF MILPITAS AND CORNERSTONE STRUCTURAL ENGINEERING GROUP AND INTERESTED OR AFFECTED PARTIES SHOULD MAKE THEIR OWN INVESTIGATION.

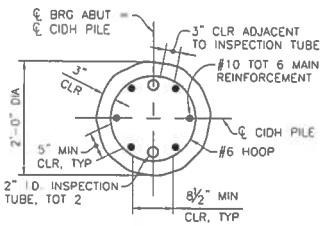
PILE DATA TABLE

SUPPORT LOCATION	PILE TYPE	NOMINAL RESISTANCE (KIPS)		DESIGN TIP ELEVATIONS (FT)	SPECIFIED TIP ELEVATION (FT)
		COMPRESSION	TENSION		
ABUT 1	24" CIDH	330	–	(1) –14.0; (4) 11.4	–14.0
ABUT 2	24" CIDH	330	–	(1) –15.0; (4) 9.9	–15.0

NOTES:
1. DESIGN TIP ELEVATION IS CONTROLLED BY THE FOLLOWING DEMANDS: (1) COMPRESSION (2) TENSION (3) SETTLEMENT (4) LATERAL
2. THE SPECIFIED TIP ELEVATION SHALL NOT BE RAISED ABOVE THE DESIGN TIP ELEVATIONS FOR TENSION, LATERAL, OR TOLERABLE SETTLEMENT

SCOUR DATA TABLE

SUPPORT	LONG TERM (DEGRADATION AND CONTRACTION) SCOUR ELEVATION (FT)	SHORT TERM (LOCAL) SCOUR DEPTH (FT)
ABUT 1	36.75	0.7
ABUT 2	36.75	N/A



SECTION A/S3
1"=1'-0"

NOTES:
1. INSPECTION TUBES ONLY REQUIRED IF CONCRETE IS PLACED UNDER SLURRY.
2. ALL HOOP REINFORCING SHALL UTILIZE "ULTIMATE LEVEL" SPLICES.

CORNERSTONE structural engineering group
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Designer Stamp

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

Drawn By: JPJ Date: 11/14/25
Checked By: NRZ Date: 11/14/25
Designed By: JPJ Date: 11/14/25

Revisions

Num.	Description	Engr. Apvr.	Date

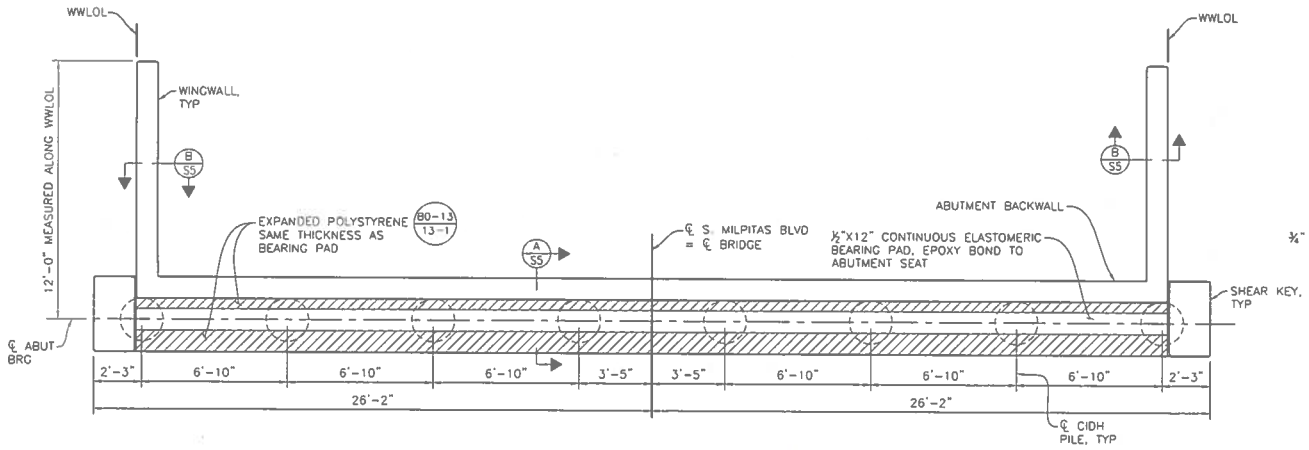
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

FOUNDATION PLAN

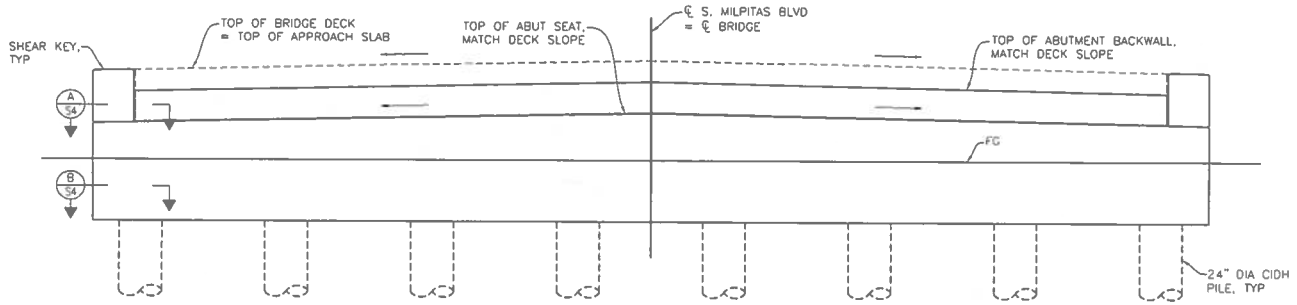
RECOMMENDED FOR BIDDING BY: Lyndal Eam DATE: 3/25/26
Lyndal Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET S3

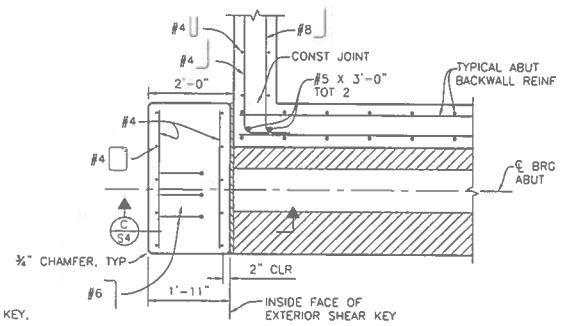


ABUTMENT PLAN
3/8"=1'-0"

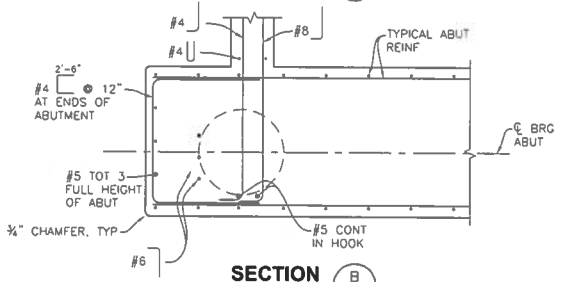
NOTE:
ABUT 1 SHOWN,
ABUT 2 SIMILAR



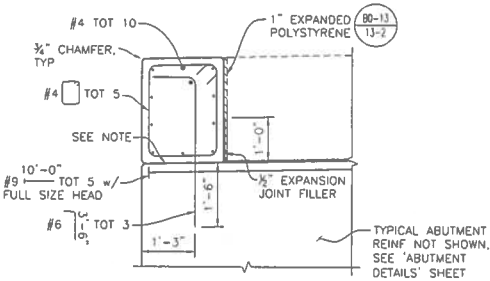
ABUTMENT ELEVATION
3/8"=1'-0"



SECTION A S4
3/4"=1'-0"



SECTION B S4
3/4"=1'-0"



SECTION C S4
3/4"=1'-0"

NOTE:
MANDATORY SMOOTH UNBONDED CONSTRUCTION JOINT. SMOOTH TROWEL FINISH WITH TWO LAYERS 15 LBS BUILDING PAPER.

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Designer Stamp

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Designed By: JPJ Date: 11/14/25

Revisions

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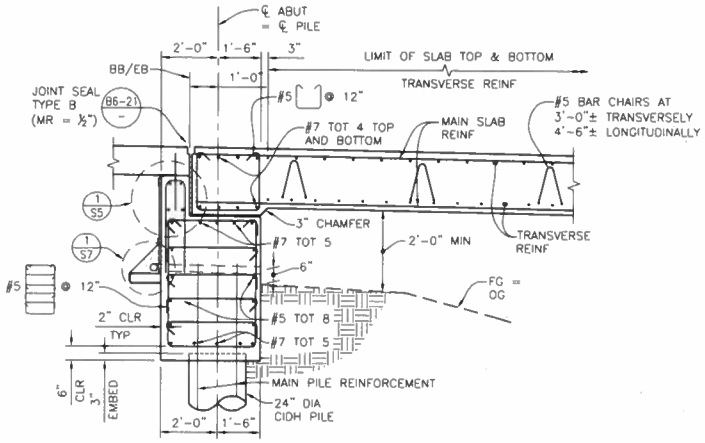
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

ABUTMENT LAYOUT

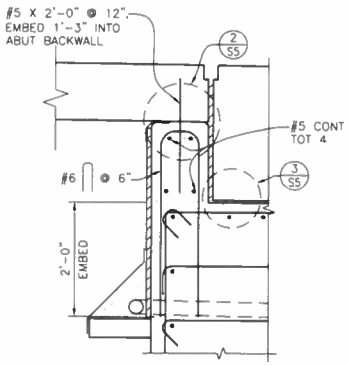
RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET S4

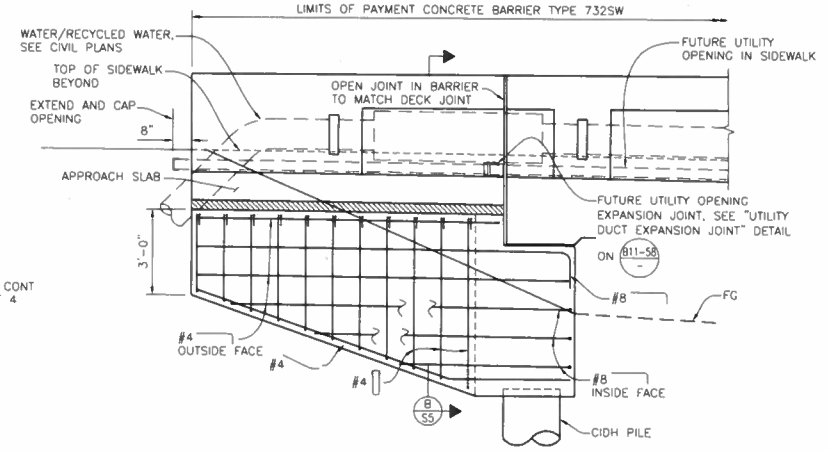


SECTION A S5
1/2"=1'-0"

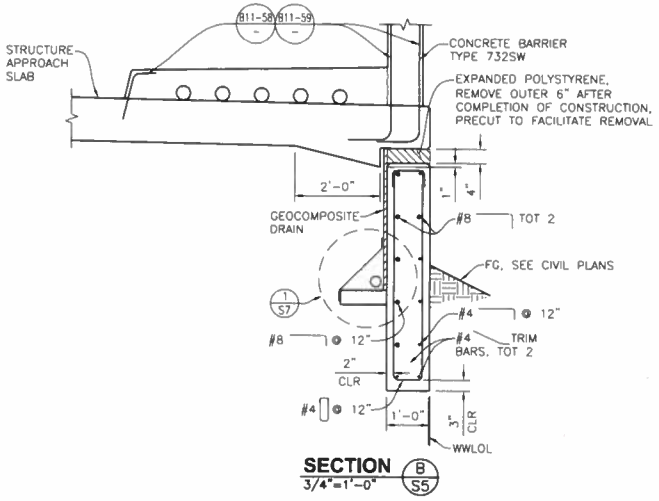
NOTE:
ABUT 1 SHOWN,
ABUT 2 SIMILAR



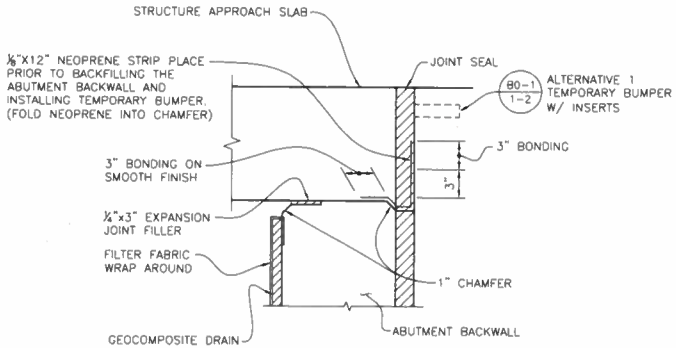
DETAIL 1 S5
1" = 1'-0"



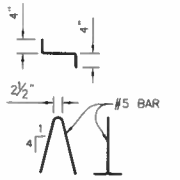
WINGWALL ELEVATION
1/2" = 1'-0"



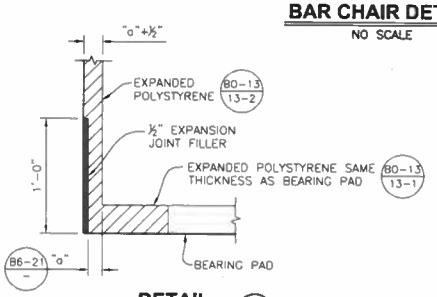
SECTION B S5
3/4"=1'-0"



DETAIL 2 S5
NO SCALE



BAR CHAIR DETAIL
NO SCALE



DETAIL 3 S5
NO SCALE

CORNERSTONE
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986 W Alluvial Ave - Suite 201
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559.320.3700
fax 559.320.3201

Designer Stamp

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Revisions

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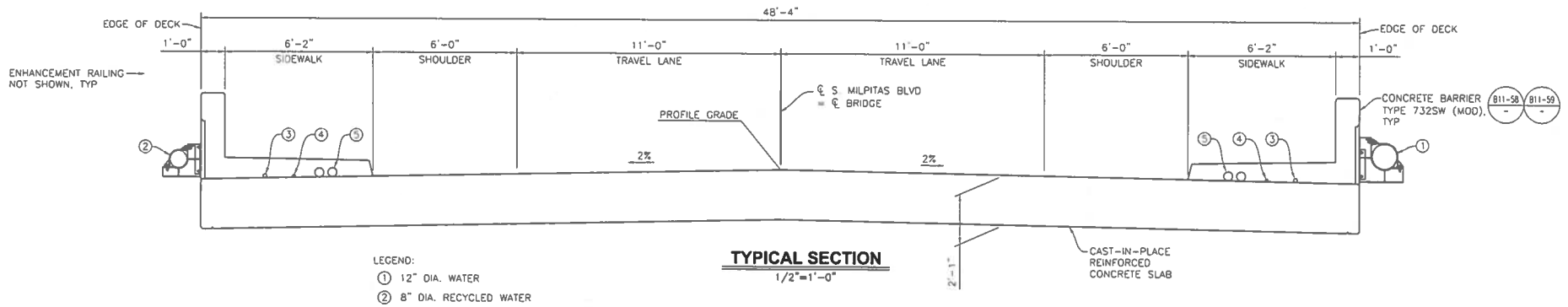
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

ABUTMENT DETAILS

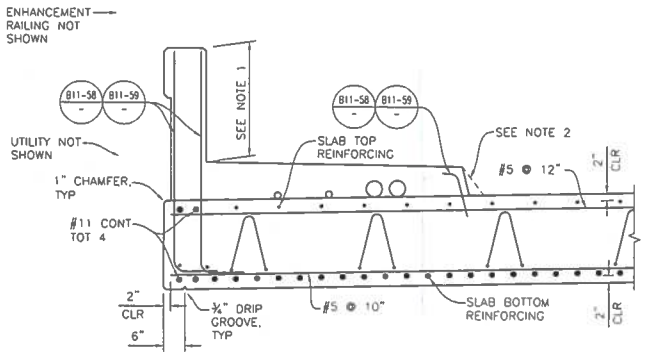
RECOMMENDED FOR BIDDING BY: Lydia Eam DATE: 3/25/26
Lydia Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET S5



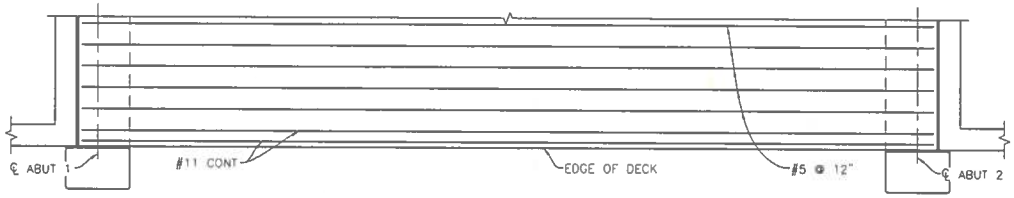
TYPICAL SECTION
1/2"=1'-0"

LEGEND:
1. 12" DIA. WATER
2. 8" DIA. RECYCLED WATER
3. 1½" DIA. ENHANCEMENT LIGHTING
4. 1" DIA. STREET LIGHTING
5. (2) 4" DIA. FUTURE UTILITY OPENING

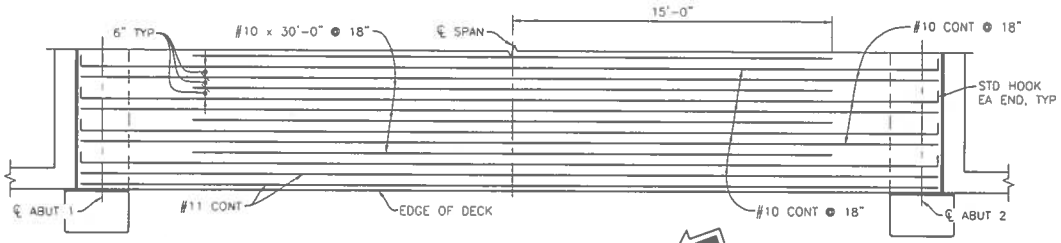


PARTIAL TYPICAL SECTION
3/4"=1'-0"

NOTES:
1. 2'-8" MIN & VARIES. TOP OF CONCRETE BARRIER TO BE CONSTRUCTED LEVEL.
2. CURB TRANSITION NEAR ENDS OF APPROACH SLABS. SEE CIVIL PLANS.



SLAB TOP REINFORCING
3/8"=1'-0"



SLAB BOTTOM REINFORCING
3/8"=1'-0"

CORNERSTONE structural engineering group
986 W Alluvial Ave - Suite 201
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Designer Stamp

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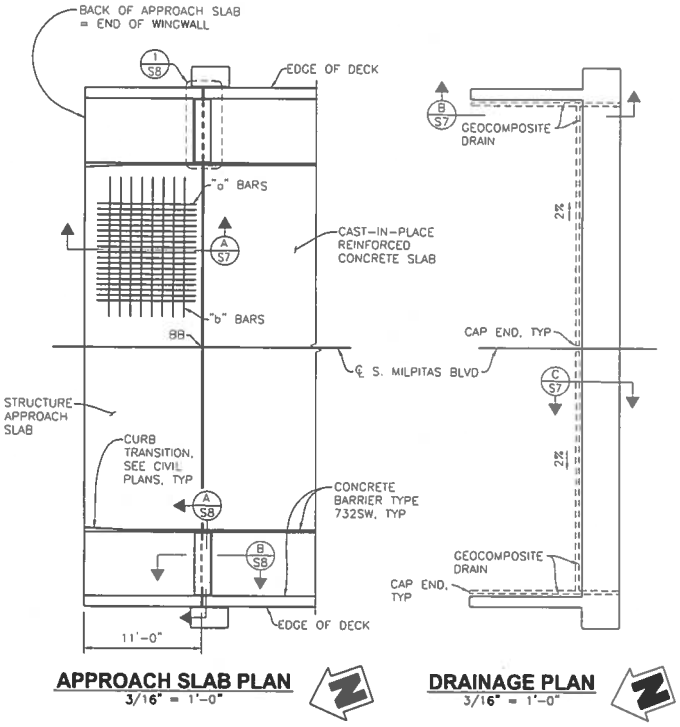
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

TYPICAL SECTION

RECOMMENDED FOR BIDDING BY: Lynda Eam DATE: 3/25/26
Lynda Eam, P.E., PW Division Manager - Engineering

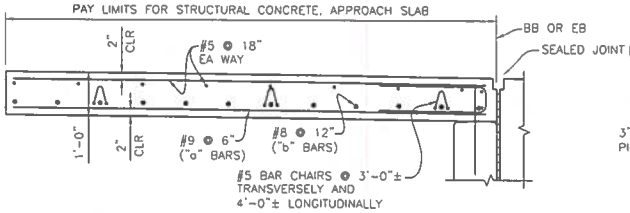
PROJECT NO. 2016
Res. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET S6



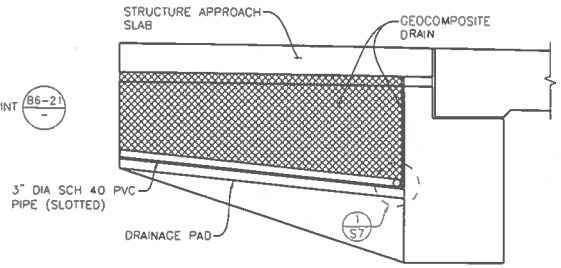
APPROACH SLAB PLAN
3/16" = 1'-0"

DRAINAGE PLAN
3/16" = 1'-0"

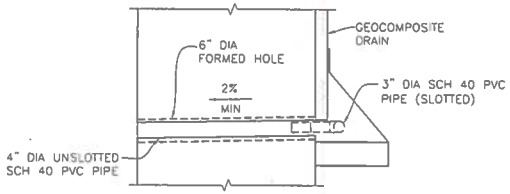
NOTE:
ABUT 1 SHOWN, ABUT 2 SIMILAR



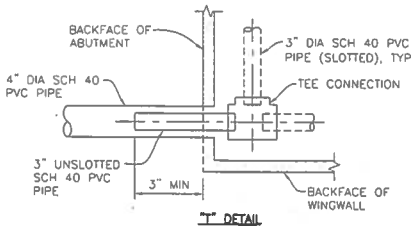
SECTION A S7
3/4" = 1'-0"



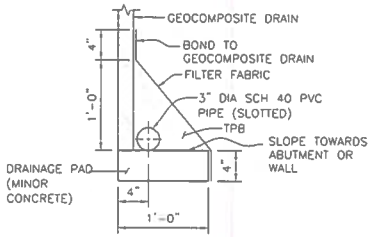
SECTION B S7
NO SCALE



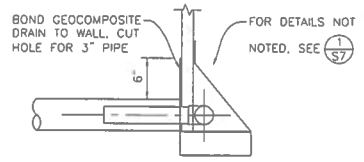
SECTION C S7
NO SCALE



"T" DETAIL



DETAIL 1 S7
NO SCALE



AT "T" DETAIL

DRAINAGE DETAILS
NO SCALE

CORNERSTONE
structural
engineering
group
986 W Alluvial Ave - Suite 201
Fresno, California 93711
559.320.3700
fax 559.320.3201

Designer Stamp

Record Drawings

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

Drawn By: PJ Date: 11/14/25
Checked By: NRZ Date: 11/14/25
Designed By: PJ Date: 11/14/25

Revisions

Num.	Description	Engr. Apvr.	Date

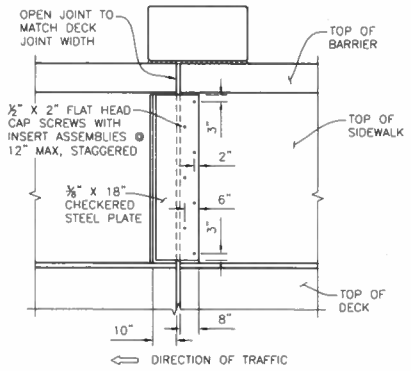
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOUELVARD ROAD EXTENSION

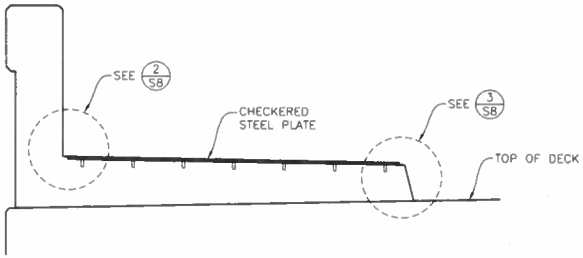
STRUCTURE APPROACH SLAB DETAILS

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

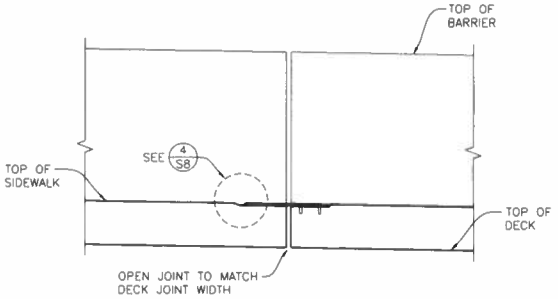
PROJECT NO. 2016
Res. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET S7



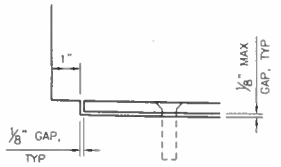
DETAIL 1/2" = 1'-0" (1/S8)



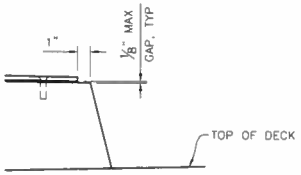
SECTION NO SCALE (A/S8)



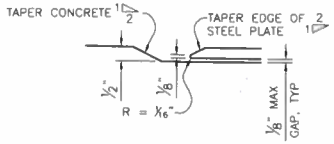
SECTION NO SCALE (B/S8)



DETAIL NO SCALE (2/S8)



DETAIL NO SCALE (3/S8)



DETAIL NO SCALE (4/S8)

CORNERSTONE structural engineering group
986 W Alluvial Ave - Suite 201
Fresno, California 93711
559.320.3700
fax 559.320.3201

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: JPJ Date: 11/14/25
Checked By: NRZ Date: 11/14/25
Designed By: JPJ Date: 11/14/25

Num.	Revisions Description	Engr. Apvr.	Date

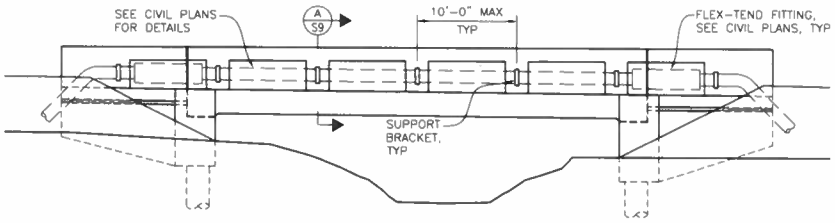
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

SIDEWALK JOINT ARMOR DETAILS

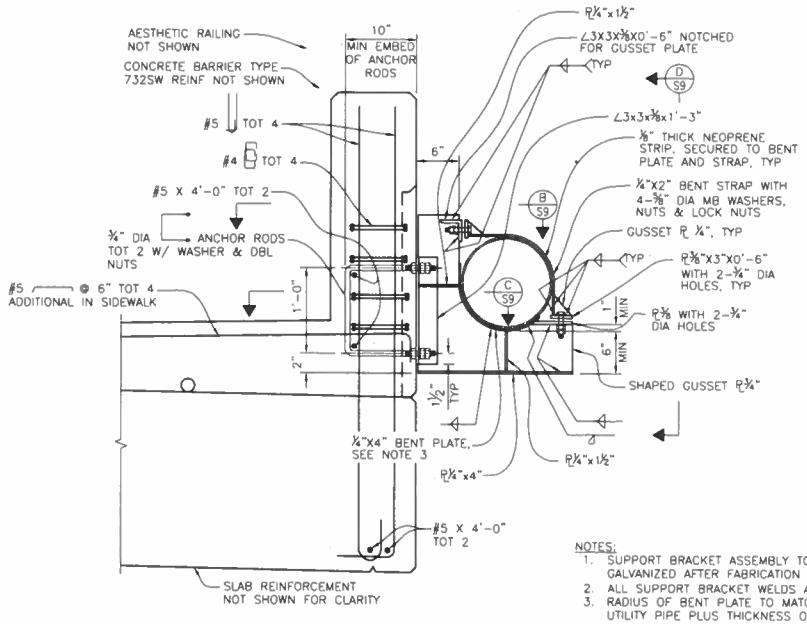
RECOMMENDED FOR BIDDING BY: Lynda Eam DATE: 3/25/26
Lynda Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Res. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET S8



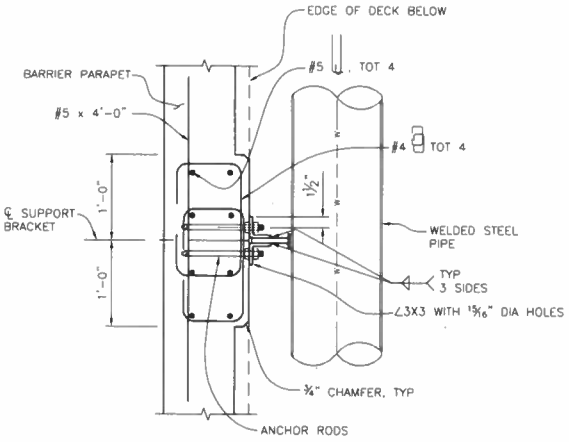
UTILITY ELEVATION
1" = 5'-0"

NOTES:
1. WEST EDGE OF DECK SHOWN, EAST EDGE OF DECK SIMILAR.
2. AESTHETIC RAILING NOT SHOWN.

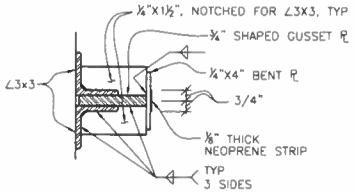


SECTION A S9
1 1/2"=1'-0"

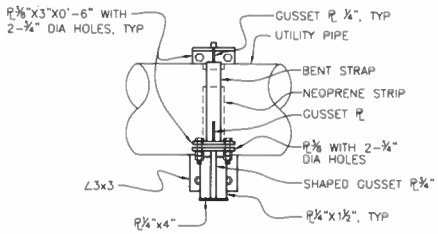
NOTES:
1. SUPPORT BRACKET ASSEMBLY TO BE GALVANIZED AFTER FABRICATION
2. ALL SUPPORT BRACKET WELDS ARE ¼" TYP
3. RADIUS OF BENT PLATE TO MATCH OD OF UTILITY PIPE PLUS THICKNESS OF NEOPRENE



SECTION B S9
1 1/2"=1'-0"



SECTION C S9
3"=1'-0"



SECTION D S9
1 1/2"=1'-0"

CORNERSTONE structural engineering group
986 W Alluvial Ave - Suite 201
Fresno, California 93711
559.320.3700
fax 559.320.3201

Designer Stamp

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

Drawn By: JPJ Date: 11/14/25
Checked By: NRZ Date: 11/14/25
Designed By: JPJ Date: 11/14/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

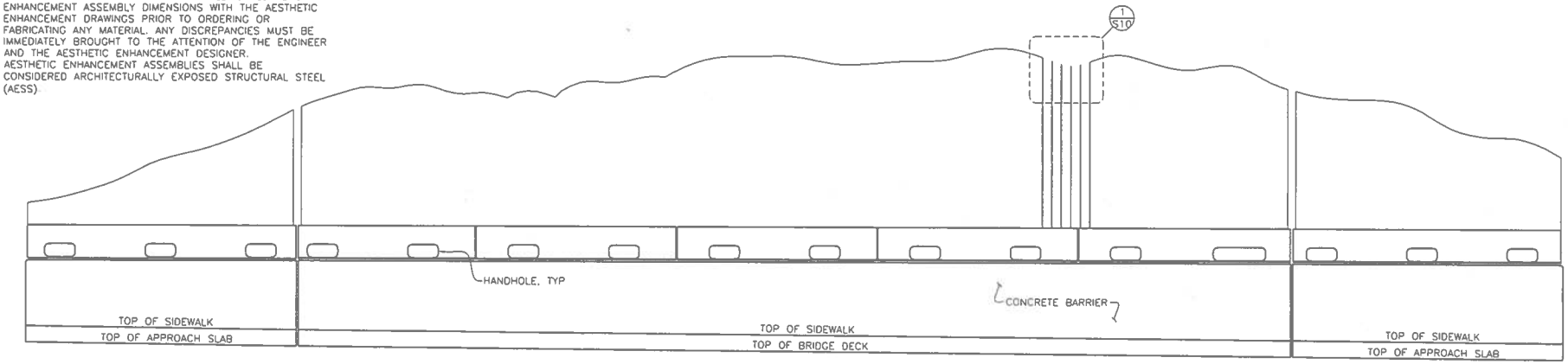
SOUTH MILPITAS BOUELVARD ROAD EXTENSION

UTILITY DETAILS

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

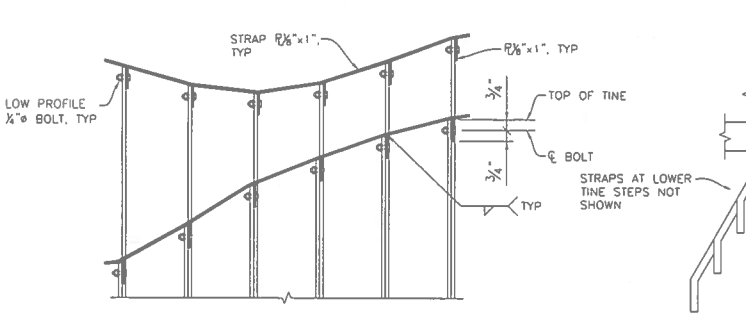
PROJECT NO. 2016
Res. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET S9

NOTES:
1. SEE AESTHETIC ENHANCEMENT DRAWINGS FOR ADDITIONAL DETAILS AND NOTES.
2. CONTRACTOR MUST VERIFY ALL CONTROLLING AESTHETIC ENHANCEMENT ASSEMBLY DIMENSIONS WITH THE AESTHETIC ENHANCEMENT DRAWINGS PRIOR TO ORDERING OR FABRICATING ANY MATERIAL. ANY DISCREPANCIES MUST BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER AND THE AESTHETIC ENHANCEMENT DESIGNER.
3. AESTHETIC ENHANCEMENT ASSEMBLIES SHALL BE CONSIDERED ARCHITECTURALLY EXPOSED STRUCTURAL STEEL (AESS).

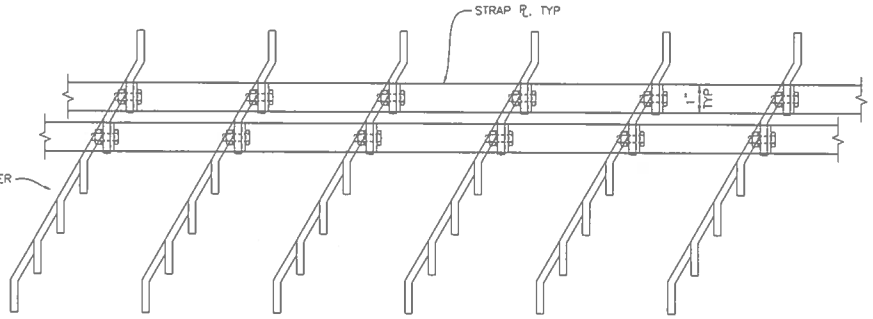


ENHANCEMENT RAILING ELEVATION

1" = 2'-0"



ELEVATION



PLAN

DETAIL 1/S10
NO SCALE

NOTE:
STRAP PLATES ARE TO BE PROVIDED AT EACH TINE STEP ALONG THE FULL LENGTH OF THE ENHANCMENT RAILING

CORNERSTONE structural engineering group
986 W Alluvial Ave - Suite 201
Fresno, California 93711
559.320.3700
fax 559.320.3201

Designer Stamp

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

Drawn By: JPJ Date: 11/14/25
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Designed By: JPJ Date: 11/14/25

Revisions			
Num.	Description	Engr. Apvr.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

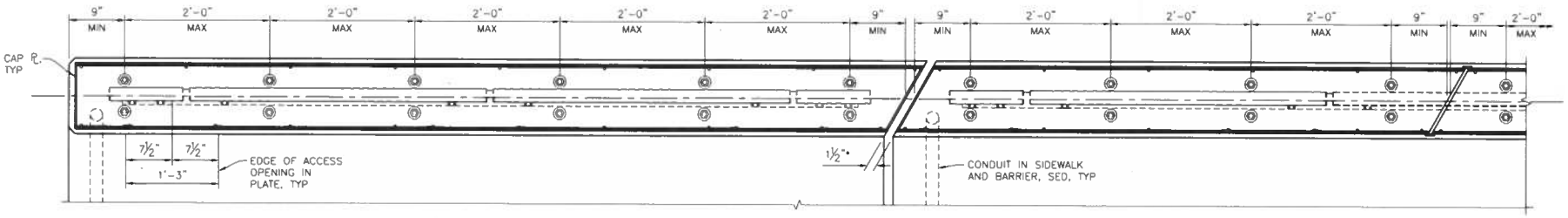
SOUTH MILPITAS BOULEVARD ROAD EXTENSION

ENHANCEMENT RAILING DETAILS No. 1

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Res. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET S10

NOTES:
1. SEE AESTHETIC ENHANCEMENT DRAWINGS FOR ADDITIONAL DETAILS AND NOTES.
2. CONTRACTOR MUST VERIFY ALL CONTROLLING AESTHETIC ENHANCEMENT ASSEMBLY DIMENSIONS WITH THE AESTHETIC ENHANCEMENT DRAWINGS PRIOR TO ORDERING OR FABRICATING ANY MATERIAL. ANY DISCREPANCIES MUST BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER AND THE AESTHETIC ENHANCEMENT DESIGNER.
3. AESTHETIC ENHANCEMENT ASSEMBLIES SHALL BE CONSIDERED ARCHITECTURALLY EXPOSED STRUCTURAL STEEL (AESS).



BASE PLATE PLAN
1 1/2" = 1'-0"

NOTE:
* INDICATES GAP BETWEEN ENDS OF CAPPING PLATES

CORNERSTONE structural engineering group
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Fresno, California 93711
559.320.3700
fax 559.320.3201

Designer Stamp

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

Drawn By: JPJ Date: 11/14/25
Checked By: NRZ Date: 11/14/25
Designed By: JPJ Date: 11/14/25

Revisions

Num.	Description	Engr. Apvr.	Date

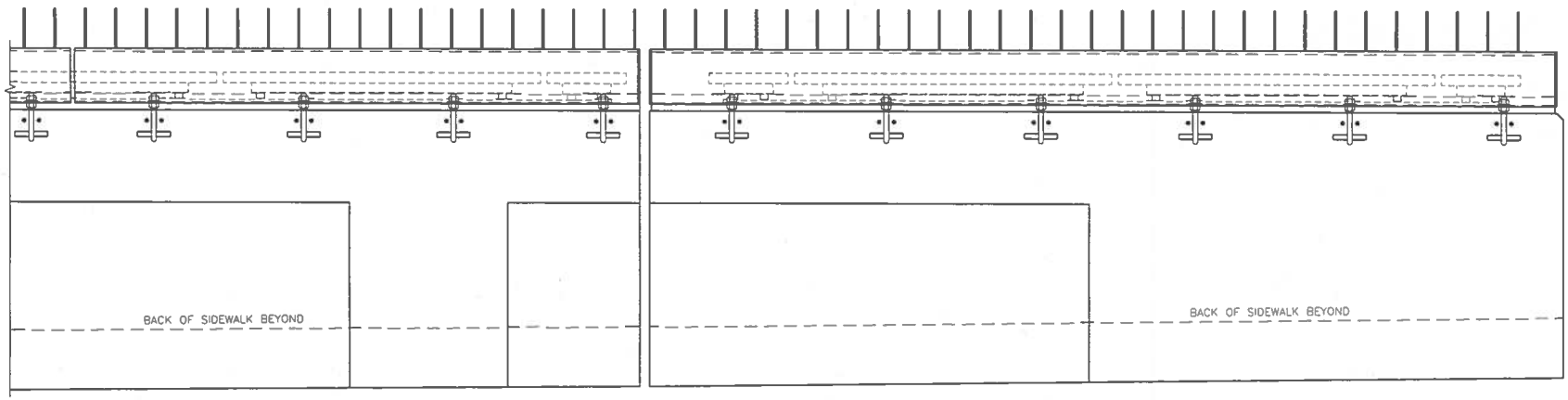
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

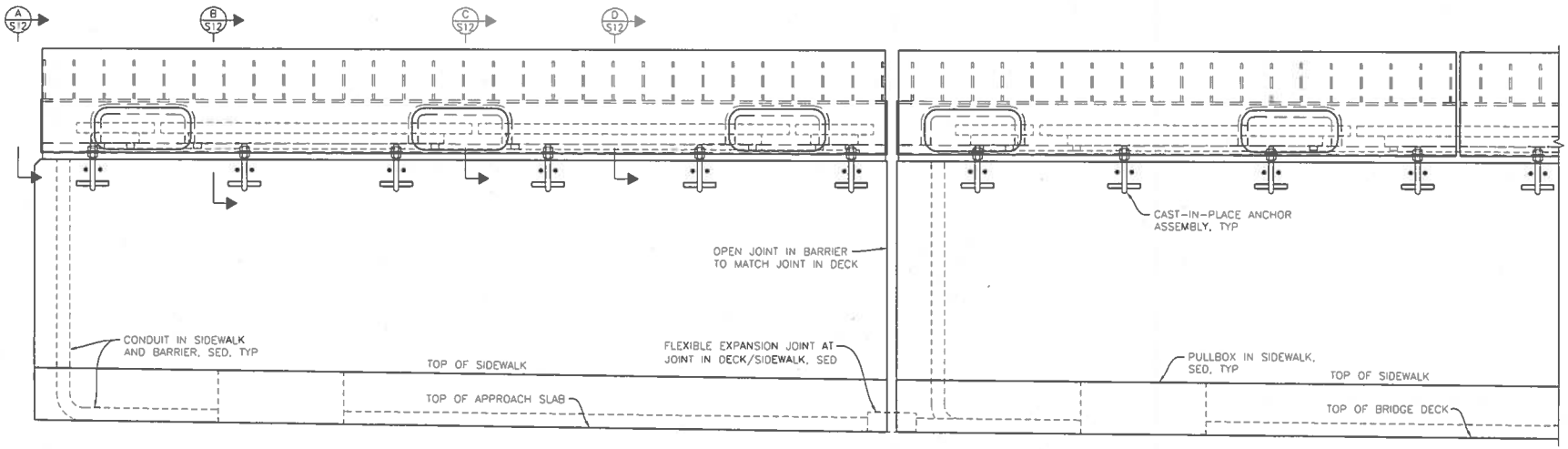
ENHANCEMENT RAILING DETAILS No. 2

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET S11



BACK ELEVATION
1 1/2" = 1'-0"



FRONT ELEVATION
1 1/2" = 1'-0"

CORNERSTONE structural engineering group
986 W Alluvial Ave - Suite 201
Fresno, California 93711
559.320.3700
fax 559.320.3201

Designer Stamp

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

Drawn By: JPJ Date: 11/14/25
Checked By: NRZ Date: 11/14/25
Designed By: JPJ Date: 11/14/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

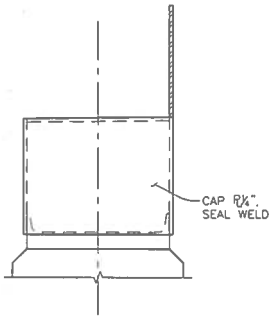
SOUTH MILPITAS BOULEVARD ROAD EXTENSION

ENHANCEMENT RAILING DETAILS No. 3

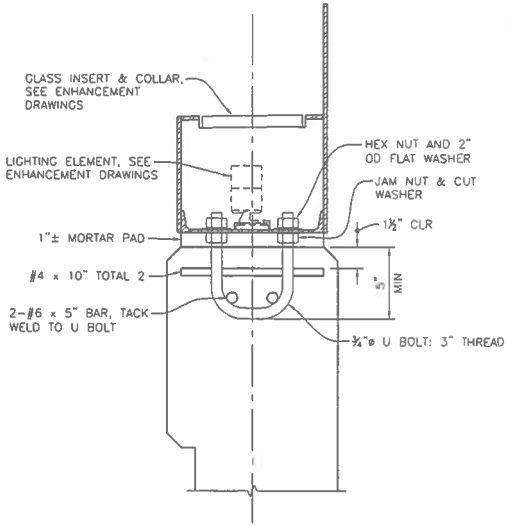
RECOMMENDED FOR BIDDING BY: Lydia Eam DATE: 3/25/26
Lydia Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Res. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET S12

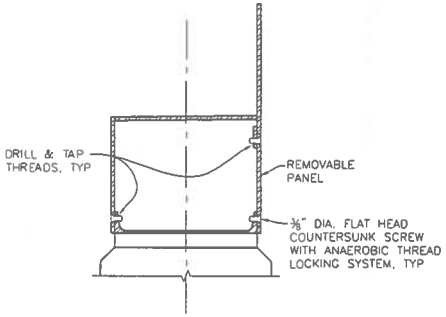
NOTES:
1. SEE AESTHETIC ENHANCEMENT DRAWINGS FOR ADDITIONAL DETAILS AND NOTES.
2. CONTRACTOR MUST VERIFY ALL CONTROLLING AESTHETIC ENHANCEMENT ASSEMBLY DIMENSIONS WITH THE AESTHETIC ENHANCEMENT DRAWINGS PRIOR TO ORDERING OR FABRICATING ANY MATERIAL. ANY DISCREPANCIES MUST BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER AND THE AESTHETIC ENHANCEMENT DESIGNER.
3. AESTHETIC ENHANCEMENT ASSEMBLIES SHALL BE CONSIDERED ARCHITECTURALLY EXPOSED STRUCTURAL STEEL (AESS).
4. ALL STEEL SHALL HAVE A MINIMUM fy = 50,000 psi.
5. ANAEROBIC THREAD LOCKING SYSTEM SHALL BE PERMA-LOK ASC10 W/ PERMABOND HH120 MANUFACTURED BY PERMABOND INTERNATIONAL, PRIMER T W/ T77 ADHESIVE MANUFACTURED BY SAF-T-LOK, OR APPROVED EQUAL.



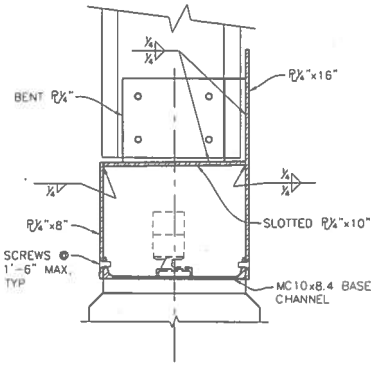
SECTION A S12
3" = 1'-0"



SECTION B S12
3" = 1'-0"



SECTION C S12
3" = 1'-0"



SECTION D S12
3" = 1'-0"

CORNERSTONE structural engineering group
986 W Alluvial Ave - Suite 201
Fresno, California 93711
559.320.3700
fax 559.320.3201

Designer Stamp

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

Drawn By: PPJ Date: 11/14/25
Checked By: NRZ Date: 11/14/25
Designed By: PPJ Date: 11/14/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD ROAD EXTENSION

ENHANCEMENT RAILING DETAILS No. 4

RECOMMENDED FOR BIDDING BY: Lynda Eam DATE: 3/25/26
Lynda Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 2016
Res. Ord No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET S13

VOC BRIDGE AESTHETIC ENHANCEMENT

1828 S MILPITAS BLVD.
MILPITAS, CA 95035

CITY OF MILPITAS

GENERAL NOTES

1. THE CONTRACTOR MUST VERIFY AND COMPARE ALL OF THE DIMENSIONS AND MEASUREMENTS IN FIELD WITH THE PLANS BEFORE CONSTRUCTION. FOR ANY DISCREPANCIES THEY MUST CONTACT THE ARCHITECT IMMEDIATELY TO NOTIFY THE ISSUES.

2. ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING GENERAL CONSTRUCTION, MECHANICAL, ELECTRICAL, PLUMBING OR ANY RELATED TYPE OF WORK OR ACTIVITY IN THIS PROJECT SHALL COMPLY WITH ALL APPLICABLE SECTIONS OF THE ABOVE CODES AND REGULATIONS, AS WELL ALL MUST BE LICENSED, INSURED AND PROVIDE WITH ACTIVE WORKER'S COMPENSATION.

3. ALL ADDENDA, BULLETINS AND NOTICES ISSUED LATER BY THE ARCHITECT SHALL BE CONSIDERED AS PART OF THE WORK.

4. THE CONTRACTOR SHALL BE RESPONSIBLE IN PROVIDING ALL THE NECESSARY MEANS INCLUDING ALL TEMPORARY SHORING AND SUPPORT APPARATUS, FENCING, BARRIERS, LIGHTING, PEDESTRIAN AND VEHICULAR WARNING SIGNS, COVERINGS, FIRE PROTECTION, MATERIALS AND EQUIPMENT TO PROTECT THE SAFETY OF ALL PERSONS, PROPERTY AND SITE FEATURES INCLUDING LANDSCAPING, THROUGH OUT THE ENTIRE PERIOD OF THE CONSTRUCTION CONTRACT.

5. IT SHALL BE THE CONTRACTOR AND SUBCONTRACTORS' RESPONSIBILITY TO EXAMINE THE ENTIRE SET OF PLANS WITH NOTES AND SPECIFICATIONS, CODES AND STANDARDS AND CONDITIONS AT THE JOB SITE BEFORE SUBMITTING A BID, TO DETERMINE THE EXTENT OF WORK TO BE DONE. NO ALLOWANCES WILL SUBSEQUENTLY BE MADE IN THE CONTRACTOR'S BEHALF FOR ANY EXTRA EXPENSE TO WHICH HE MAY BE PUT DUE TO FAILURE ON HIS PART TO ACQUAINT HIMSELF WITH THESE PLANS & SPECIFICATIONS, OR THE CONDITIONS AT THE JOB SITE.

6. IN THE EVENT THERE ARE FOUND DISCREPANCIES OR AMBIGUITIES IN OR OMISSIONS FROM THE SPECIFICATIONS, AND OR THE DRAWINGS ETC., OR SHOULD THERE BE DOUBT AS TO THEIR MEANING AND INTENT, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN ORDER TO PROVIDE A WRITTEN CLARIFICATION.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTINUOUS CLEAN UP OF THE SITE AND OF ALL DEBRIS CREATED BY HIS WORK OR THE FAILURE OF HIS SUBCONTRACTORS TO CLEAN UP AFTER THEIR WORK.

8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN APPROVAL BY THE BUILDING INSPECTOR FOR ALL CONCEALED WORK BEFORE CLOSING UP.

9. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SUPERVISE ALL CUTTING AND PATCHING OF FINISHED WORK ALREADY INSTALLED IF MADE NECESSARY BY ERRORS, CHANGES, OR OTHER REASONS AND ALL REPLACEMENT WORK SHALL MATCH ADJOINING SURFACES.

10. ALL PARTS OF THE WORK WHICH ARE NOTED IN THE DRAWINGS OR SPECIFICATIONS CONTAINED HEREIN, TO BE REVIEWED FOR THEIR CONFORMANCE WITH THE CONTRACT DOCUMENTS BY THE ARCHITECT AND OR THE PROJECT'S CONSULTANTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ARCHITECT FIFTEEN DAYS PRIOR TO THE COMMENCEMENT OF SUCH WORK.

11. ALL SHOP DRAWINGS, SAMPLES, AND OR RELATED MATERIALS REQUESTED BY THE ARCHITECT AND /OR THE OWNER SHALL BE FURNISHED IN A TIMELY MANNER NOT TO DELAY THE SCHEDULING OF THE WORK, OR IMPACT THE PROJECT'S CONSTRUCTION TIME.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SURVEY OF ADJACENT STRUCTURES AND THE PROPOSED IMPROVEMENTS TO ESTABLISH THE EXACT ELEVATIONS AT FIXED POINTS AND TO ACT AS BENCHMARKS, CLEARLY IDENTIFY THESE BENCHMARKS AND RECORD THE EXISTING ELEVATIONS. LOCATE DATUM LEVEL USED TO ESTABLISH BENCHMARK ELEVATIONS AT SUFFICIENT DISTANCE SO AS NOT TO BE AFFECTED BY MOVEMENT RESULTING FROM EXCAVATION WORK.

13. CONTRACTOR SHALL PROMPTLY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR CONFLICTS WITH THE DRAWINGS AND THE SPECIFICATIONS, IN RELATIONSHIP TO THE EXISTING CONDITIONS ENCOUNTERED AT THE JOB SITE BEFORE PROCEEDING WITH THE WORK.

GENERAL NOTES CONTINUATION

14. THE CONTRACTOR AGREES THAT HE WILL ASSUME SOLE & COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE CONSTRUCTION OF THE PROJECT INCLUDING, SAFETY OF ALL PERSONS & PROPERTY: THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOUR; AT THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

15. ANY CHANGES IN FIELD DURING CONSTRUCTION BY CLIENT, G.C. OR SUB-CONTRACTOR MUST BE NOTIFIED TO THE ARCHITECT BEFORE PROCEEDING FOR REVIEW & APPROVAL. CITY COULD REQUEST TO SUBMIT REVISIONS WITH THE CHANGES IN THE SCOPE OF WORK.

16. THE CONTRACTOR MUST ASSUME COMPLETE RESPONSIBILITY FOR CONSTRUCTING THIS PROJECT FOLLOWING THE REQUIREMENTS NOTED ON THIS APPROVED SET OF DRAWINGS. THE ARCHITECT WILL NO BE RESPONSIBLE FOR ANY ERRORS IN CONSTRUCTION MADE BY THE GENERAL CONTRACTOR AS WELL ALL THE SUBCONTRACTORS INVOLVED IN THIS PROJECT.

17. THE ARCHITECT HAS THE RIGHT TO REVIEW THE CONSTRUCTION IN PROGRESS AND DO SITE INSPECTIONS UP TO THE END TO ENSURE THE WORK PERFORMED COMPLIES WITH THESE CONSTRUCTION DOCUMENTS.

18. GENERAL CONTRACTOR AND SUBCONTRACTORS MUST VERIFY IN FIELD EXISTING UTILITIES (GAS, WATER, SEWER, ELECTRICAL POWER, HVAC, ETC.,) AND MAKE SURE TO COVER THE PROPOSED SCOPE, IF UPGRADES NEEDED G.C. TO NOTIFY THE OWNER AND MIGHT CONTACT PG&E AND/OR CITY OR COUNTY PUBLIC WORKS FOR UPGRADES.

19. ALL DIMENSIONS & DETAILS DEPICTED IN THESE DRAWINGS ARE SUBJECT TO THE CONTRACTOR'S FIELD VERIFICATION. CLEARANCES AND HEIGHTS BEFORE PROCEEDING CONSTRUCTION, AS WELL THE EXISTING STRUCTURE CONDITIONS AS WOOD MEMBERS, SUPPORTS, JOIST, DECK FASCIA, BLOCKING AND FINISHES. IF DAMAGES OR DISCREPANCIES ARE FOUND, THE GENERAL CONTRACTOR MUST NOTIFY THE CLIENT AND SEND THE ARCHITECT AN RFI (REQUEST FOR INFORMATION) WITH A DETAILED EXPLANATION OF THE ISSUE AND A PROPOSED SOLUTION. BUILDING DEPARTMENT REVISION RE-SUBMITTAL COULD APPLY.

20. GENERAL CONTRACTOR TO COORDINATE WITH THE ARCHITECT, FOOD SERVICE CONSULTANT AND VERIFY ALL NEW EQUIPMENT AND APPLIANCES, PLUMBING FIXTURE DIMENSIONS AND CLEARANCES IN FIELD AS WELL WITH CUT SHEETS, BEFORE INSTALLING TO MAKE SURE THEY FIT CORRECTLY, FOR MANEUVERING, MAINTENANCE, REPAIR AND OPERATION.

21. G.C. MUST PROVIDE THE OWNER AND CITY WITH PROOF OF ACTIVE CONTRACTOR LICENSE, LIABILITY INSURANCE AND WORKERS COMPENSATION. AS WELL ALL OF THE SUBCONTRACTORS INVOLVED PRIOR TO COMMENCE CONSTRUCTION.

VICINITY MAP

GOVERNING CODES

PARTIAL LIST OF APPLICABLE CODES AS OF JANUARY, 2023

2022 CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE, PART I, TITLE 24 C.C.R
2022 CALIFORNIA BUILDING CODE (CBC) PART 2, TITLE 24 C.C.R (2021 INTERNATIONAL BUILDING CODE WITH 2022 CALIFORNIA AMENDOMENTS)
2022 CALIFORNIA RESIDENTIAL CODE (CRC), PART 2.5 TITLE 24 C.C.R,
2022 CALIFORNIA ELECTRIC CODE (CEC), PART 3, TITLE 24 C.C.R (2021 NATIONAL ELECTRIC CODE WITH 2022 CALIFORNIA AMENDOMENTS)
2022 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R (2021 UNIFORM MECHANICAL CODE WITH 2022 CALIFORNIA AMENDOMENTS)
2022 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R (2021 UNIFORM PLUMBING CODE WITH 2022 CALIFORNIA AMENDOMENTS)
2022 CALIFORNIA ENERGY CODE (CENC), PART 8, TITLE 24 C.C.R
2022 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 C.C.R (2021 INTERNATIONAL FIRE CODE WITH 2022 CALIFORNIA AMENDOMENTS)
2022 CALIFORNIA EXISTING BUILDING CODE (CEBC), PART 10, TITLE 24 CCR (2021 INTERNATIONAL EXISTING BUILDING CODE AND 2022 CALIFORNIA AMENDMENTS)
2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 11, TITLE 24CCR
2022 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 CCR TITLE-19 (CCR), PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS,
2022 ASME A17.1/CSA B44-13 SAFETY CODE FOR ELEVATORS AND ESCALATORS
2022 CITY OF MILPITAS MUNICIPAL CODE, OTHER LOCAL CODES AND ORDINANCES, ALONG WITH ANY OTHER REGULATIONS IMPOSED BY PUBLIC AGENCIES HAVING JURISDICTION OVER ANY PART OF THE PROJECT.

SCOPE OF WORK

THE SCOPE OF WORK ENCOMPASSES THE CONSTRUCTION OF A NEW VEHICULAR OVERCROSSING. THE DESIGN CONSISTS OF DEPICTIONS OF LOCAL MOUNTAIN RANGES USING COLORFUL LIGHTED TINES ALONG EACH SIDE OF THE VEHICLE OVER CROSSING.

THE DESIGN CONSISTS OF DEPICTIONS OF LOCAL MOUNTAIN RANGES USING COLORFUL LIGHTED TINES ALONG EACH SIDE OF THE VEHICLE OVER CROSSING AND INCLUDES:

- TINES ALONG VOC SPAN, APPROXIMATELY 162 INDIVIDUAL STEEL TINES OF VARYING HEIGHT ON EACH SIDE OF THE VOC. (APPROXIMATELY 324 TINES TOTAL)
- MOUNTING BEAM/LIGHTING CHASE, INTEGRATED PROGRAMMABLE LINEAR UP LIGHTING MOUNTED WITHIN THE BEAM. POWER AND DATA AT POINT OF CONNECTION TO BE PROVIDED BY OTHERS.

SHEET INDEX

AESTHETIC ENHANCEMENT

A-0	TITLE SHEET
A-1	VOC ELEVATIONS & PLAN VIEWS
A-2	VOC DETAILS
A-3	VOC DETAILS
A-4	VOC DETAILS
A-5	VOC TINES
A-6	VOC TINES
A-7	VOC TINES
A-8	VOC TINES
A-9	VOC TINES
A-10	VOC TINES
A-11	VOC TINES
A-12	VOC TINES
A-13	VOC TINES
A-14	VOC TINES
A-15	VOC TINES
A-16	VOC TINES
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A-29	VOC TINES
A-30	VOC TINES
A-31	VOC TINES
A-32	VOC TINES
A-33	VOC TINES
A-34	VOC TINES
A-35	VOC TINES
A-36	VOC TINES
A-37	VOC TINES

VOC PROTOTYPE

P-1	DRAWINGS

VISUAL TERRAIN

LT-0.01	LIGHTING SHEET INDEX & SYMBOLS
LT-0.02	LIGHTING GENERAL NOTES
LT-0.03	DEVICE SCHEDULE
LT-0.04	LIGHTING FUNCTIONAL BLOCK DIAGRAM
LT-1.01	LIGHTING PLAN

SYMBOL LEGEND

ROOM IDENTIFICATION
BEDROOM — ROOM NAME
A101 — ROOM NUMBER
+12'-0" A.F.F. — SHEET # WHERE INTERIOR ELEVATIONS ARE LOCATED OR FLOOR LEVEL
01 — DEMO KEY NOTE #
01 — KEY NOTE #
A — PARTITION TYPE
+10'-0" — CEILING HEIGHT
A — WINDOW TYPE
A101.1 — DOOR IDENTIFICATION
CONTROL POINT
1 — GRID IDENTIFICATION
A7.01 — BUILDING SECTION OR ELEVATION
A7.01 — DETAIL CUT
REVISIONS
NORTH ARROW PLAN NORTH
NORTH
W=36"/34" H=100"/34" D=24" — CASEWORK IDENTIFICATION

TINES PAINT SCHEDULE

COLOR 1: DE5340 - BANANA PEEL
COLOR 2: DE5391 - SUNFLOWER
COLOR 3: DE5454 - SULLEN GOLD
COLOR 4: DE5355 - FORTUNE COOKIE
COLOR 5: DE5468 - PICKLE JUICE
COLOR 6: DEA171 - BAY LEAF

BASE PAINT SCHEDULE

EXTERIOR FACES: COLOR 6, DEA171 - BAY LEAF
INTERIOR FACES: E305-WH243 - WHITE

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Record Drawings

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Project Engineer _____ Date _____
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Drawn By: AR Date: 11/14/25
Checked By: ___ Date: ___
Designed By: ___ Date: ___

Revisions

Num.	Description	Engr. Apvr.	Date
1	90 SET REVISIONS		3/13/26

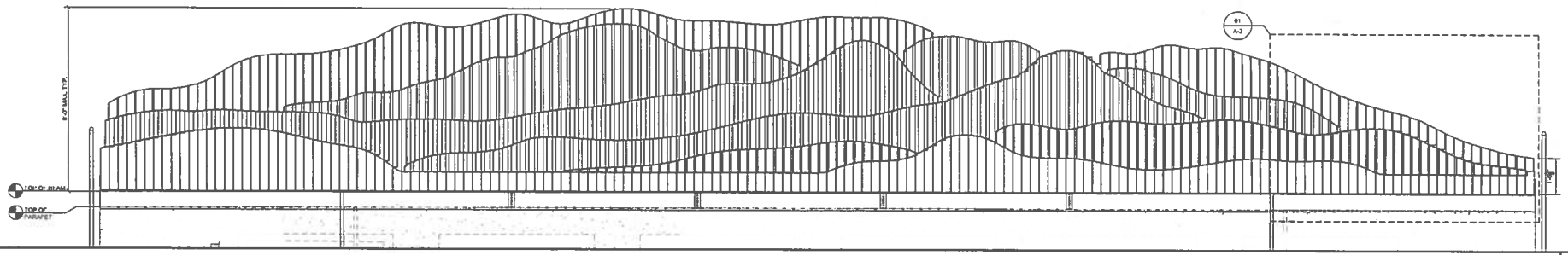
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE AT PENITENCIA EAST CHANNEL

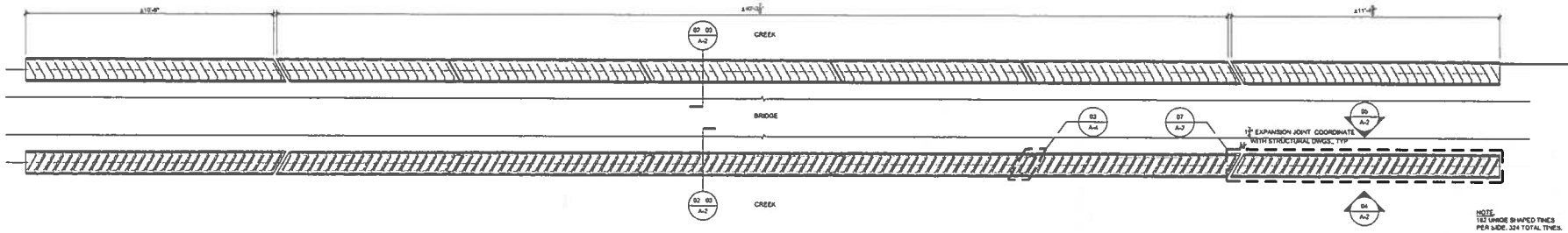
TITLE SHEET

RECOMMENDED FOR BIDDING BY: Lyhan Eam DATE: 3/25/26
Lyhan Eam, P.E., PW Division Manager - Engineering

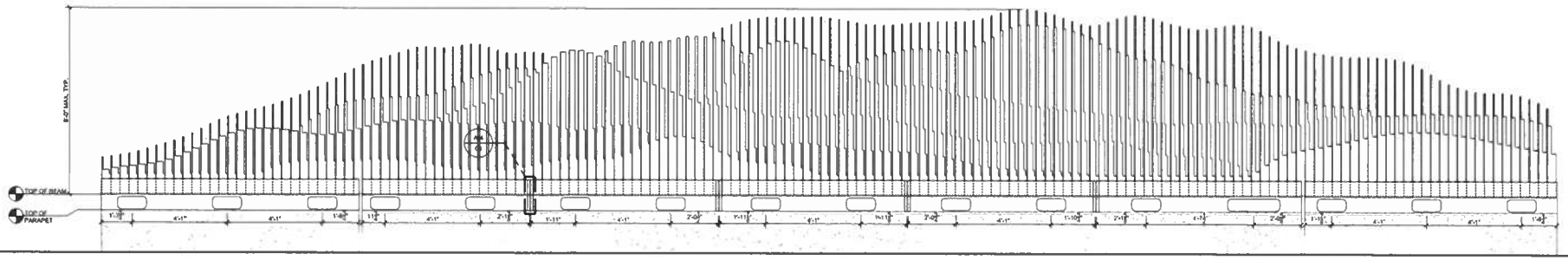
PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-0



01 OVERALL ELEVATION (VIEW FROM CREEK) 1/2" = 1'-0"



02 OVERALL PLAN OF AESTHETIC ENHANCEMENTS - 162 TINES PER SIDE 1/2" = 1'-0"



03 OVERALL ELEVATION (VIEW FROM ROAD) 1/2" = 1'-0"

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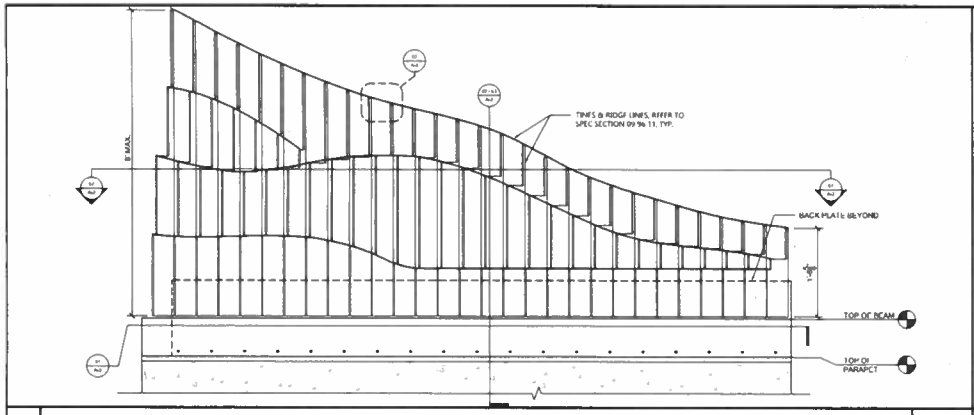
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

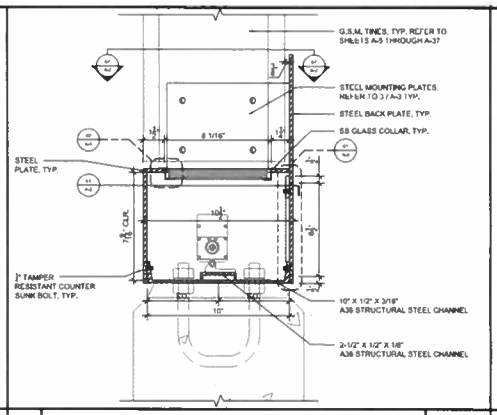
VOC ELEVATIONS & PLAN VIEWS

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

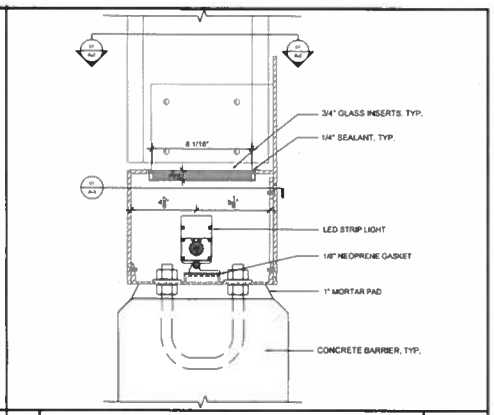
PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-1



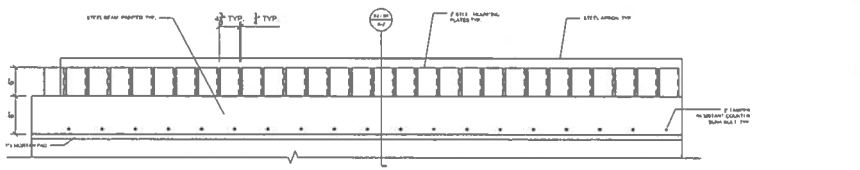
01 PARTIAL ENLARGED ELEVATION (CREEK SIDE) 1" = 1'-0"



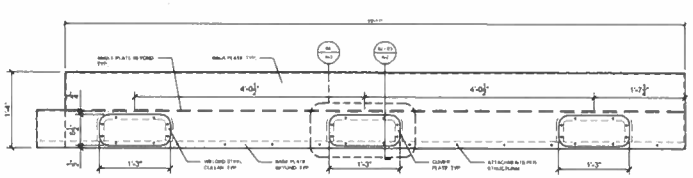
02 CROSS SECTION THROUGH BEAM (METAL) 3" = 1'-0"



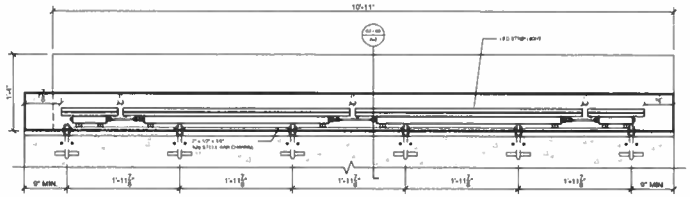
03 CROSS SECTION THROUGH BEAM 3" = 1'-0"



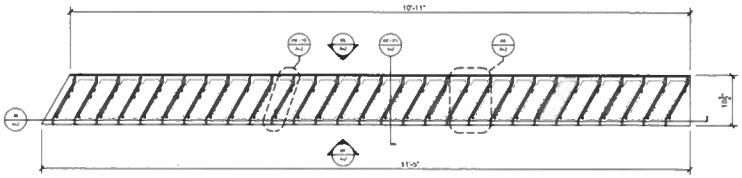
04 ELEVATION (FROM CREEK) 1" = 1'-0"



05 ELEVATION FROM ROAD 1" = 1'-0"



06 HORIZONTAL SECTION OF BEAM 1" = 1'-0"



07 PLAN VIEW - AA 1" = 1'-0"

GENERAL NOTE: ALL STEEL GALVANIZED & PAINTED, TYP.

GENERAL NOTE: HARDWARE TO GET PAINTED TO MATCH BASE COLOR, PRE PAINTED BEFORE INSTALLATION.

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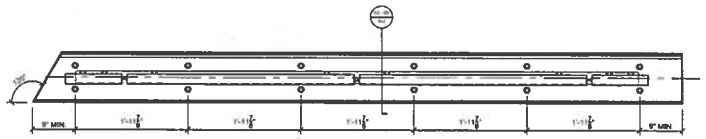
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

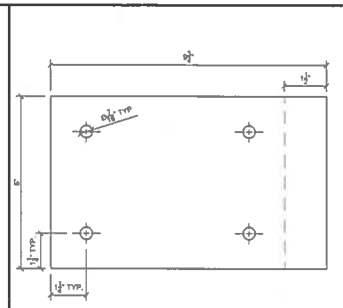
VOC DETAILS

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

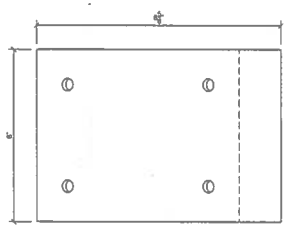
PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-2



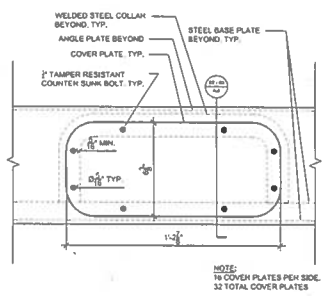
01 PLAN VIEW - BB 1" = 1'-0"



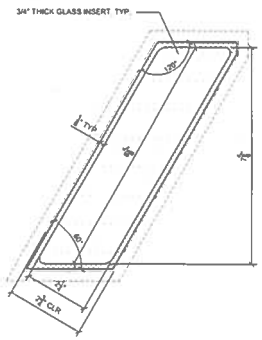
02 MOUNTING PLATE ELEVATION (OPEN) 6" = 1'-0"



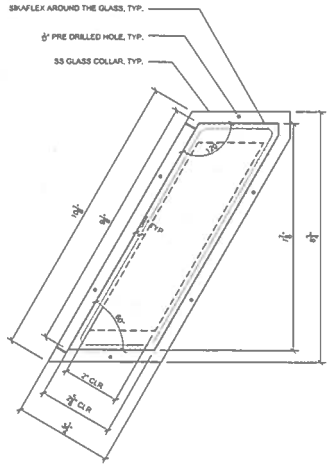
03 MOUNTING PLATE ELEVATION (BENT) 6" = 1'-0"



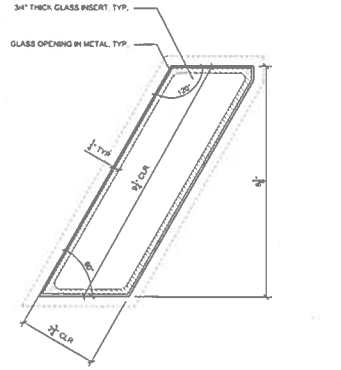
04 ENLARGED COVER PLATE 3" = 1'-0"



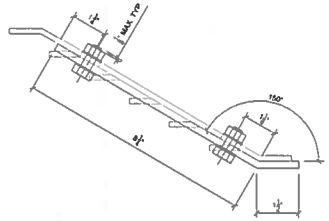
05 GLASS INSERT - PLAN VIEW 6" = 1'-0"



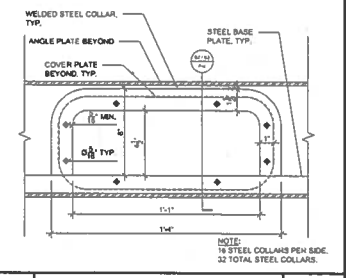
06 SS GLASS COLLAR - PLAN VIEW 6" = 1'-0"



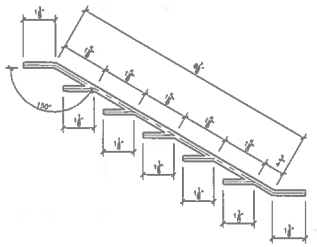
07 GLASS INSERT - PLAN VIEW 6" = 1'-0"



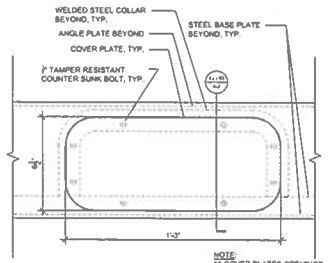
08 ENLARGED MOUNTING PLATE 6" = 1'-0"



09 ENLARGED WELDED STEEL COLLAR 3" = 1'-0"



10 ENLARGED TINE 6" = 1'-0"



11 COVER PLATE OPENING 3" = 1'-0"

GENERAL NOTE: HARDWARE TO GET PAINTED TO MATCH BASE COLOR, PRE PAINTED BEFORE INSTALLATION.

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Designer Stamp

LICENSED ARCHITECT William E. Gould C-23819 STATE OF CALIFORNIA

Record Drawings

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Public Works Inspector _____ Date _____
Utility/Facility Dept. Head _____ Date _____
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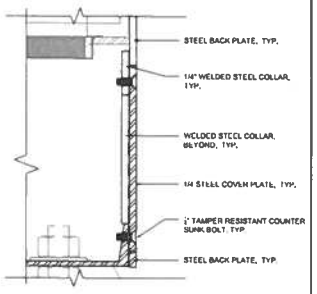
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

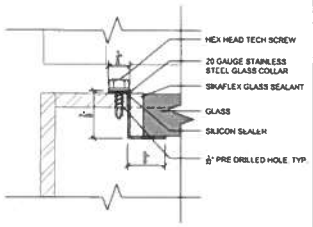
VOC DETAILS

RECOMMENDED FOR BIDDING BY: Lynne Eom DATE: 3/25/26
Lynne Eom, P.E., PW Division Manager - Engineering

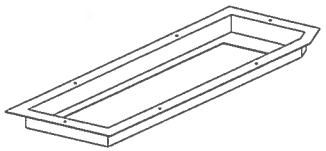
PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-3



01 ENLARGED ACCESS PANEL SECTION — 6" = 1'-0"

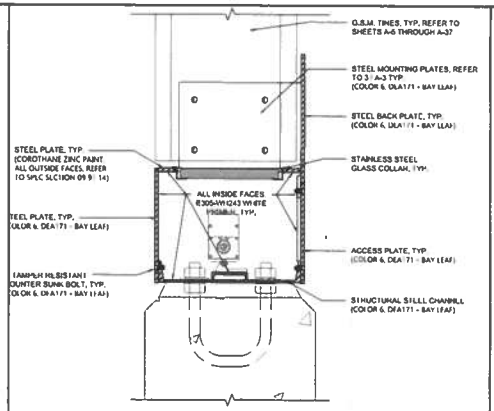


02 SS GLASS COLLAR SECTION — FULL SIZE

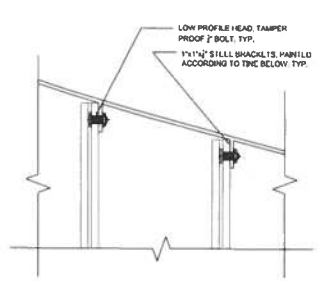


NOTE:
158 STAINLESS STEEL COLLARS PER SIDE, 316 TOTAL INSERTS OF GLASS

03 SS GLASS COLLAR - ISO. VIEW — 6" = 1'-0"

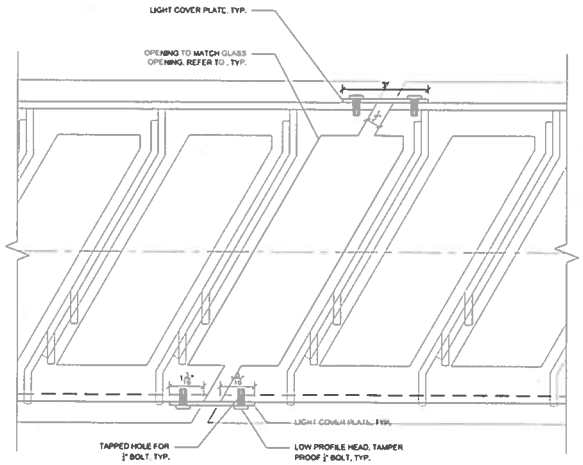


04 ZINC PAINT LOCATION DETAIL — 3" = 1'-0"

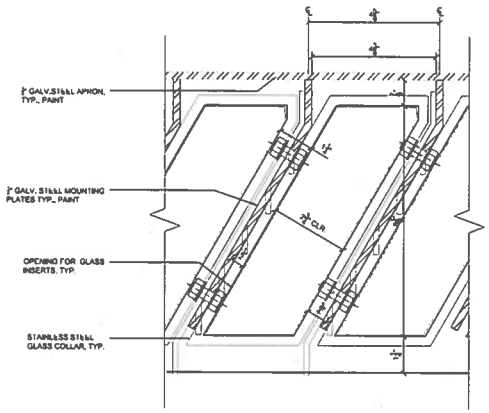


NOTE:
161 UNIQUE BRACKETS PER SIDE, 322 BRACKETS IN TOTAL.

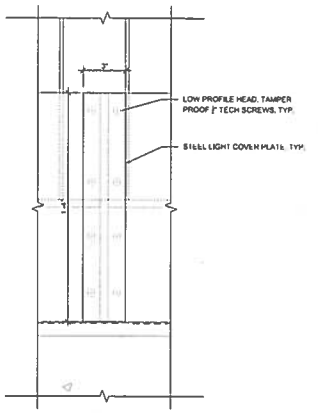
05 ENLARGED BRACKET — 6" = 1'-0"



06 OPENING FOR GLASS & LIGHT COVER PLATES - PLAN VIEW — 6" = 1'-0"



07 ENLARGED DETAIL - MOUNTING PLATES & GLASS, TYP. — 6" = 1'-0"



NOTE:
8 UNIQUE LIGHT COVER PLATES PER SIDE, 4 IN FRONT & 4 IN THE BACK, 16 TOTAL UNIQUE LIGHT COVER PLATES

LIGHT COVER PLATES — 3" = 1'-0"

GENERAL NOTE: HARDWARE TO GET PAINTED TO MATCH BASE COLOR, PRE PAINTED BEFORE INSTALLATION.

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LICENSED ARCHITECT — William E. Gould — C-29819 — STATE OF CALIFORNIA

Record Drawings

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

Drawn By: AR Date: 11/14/25
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Designed By: ___ Date: ___

Revisions

Num.	Description	Engr. Apvr.	Date
1	BID SET REVISIONS		3/13/26

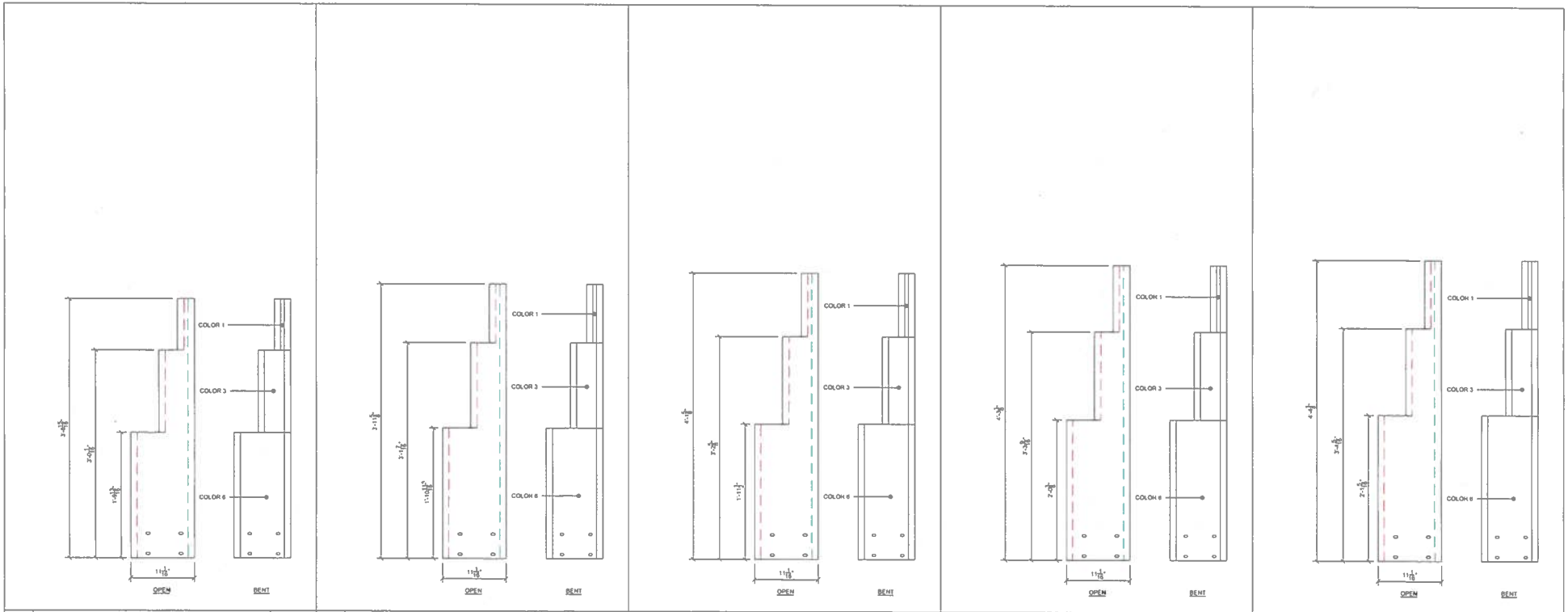
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

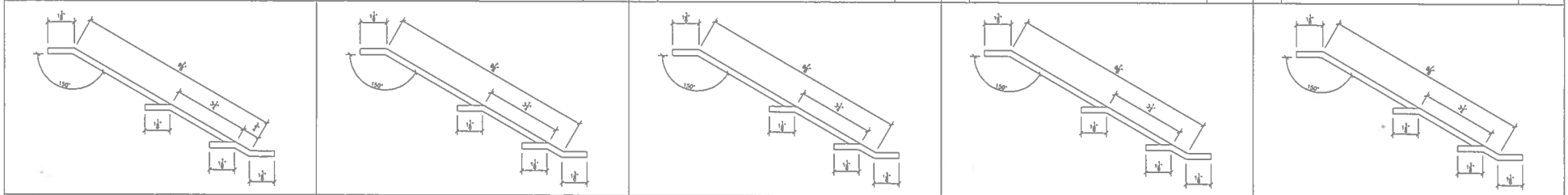
VOC DETAILS

RECOMMENDED FOR BIDDING BY: Lyhat Eam DATE: 3/25/26
Lyhat Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-4



01	TINE #1	1 1/2" = 1'-0"	02	TINE #2	1 1/2" = 1'-0"	03	TINE #3		04	TINE #4		05	TINE #5	1 1/2" = 1'-0"



01	TINE #1	6" = 1'-0"	02	TINE #2	6" = 1'-0"	03	TINE #3	6" = 1'-0"	04	TINE #4	6" = 1'-0"	05	TINE #5	6" = 1'-0"

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LICENSED ARCHITECT
William E. Gould
C-23919
Exp: 08-30-2027
STATE OF CALIFORNIA

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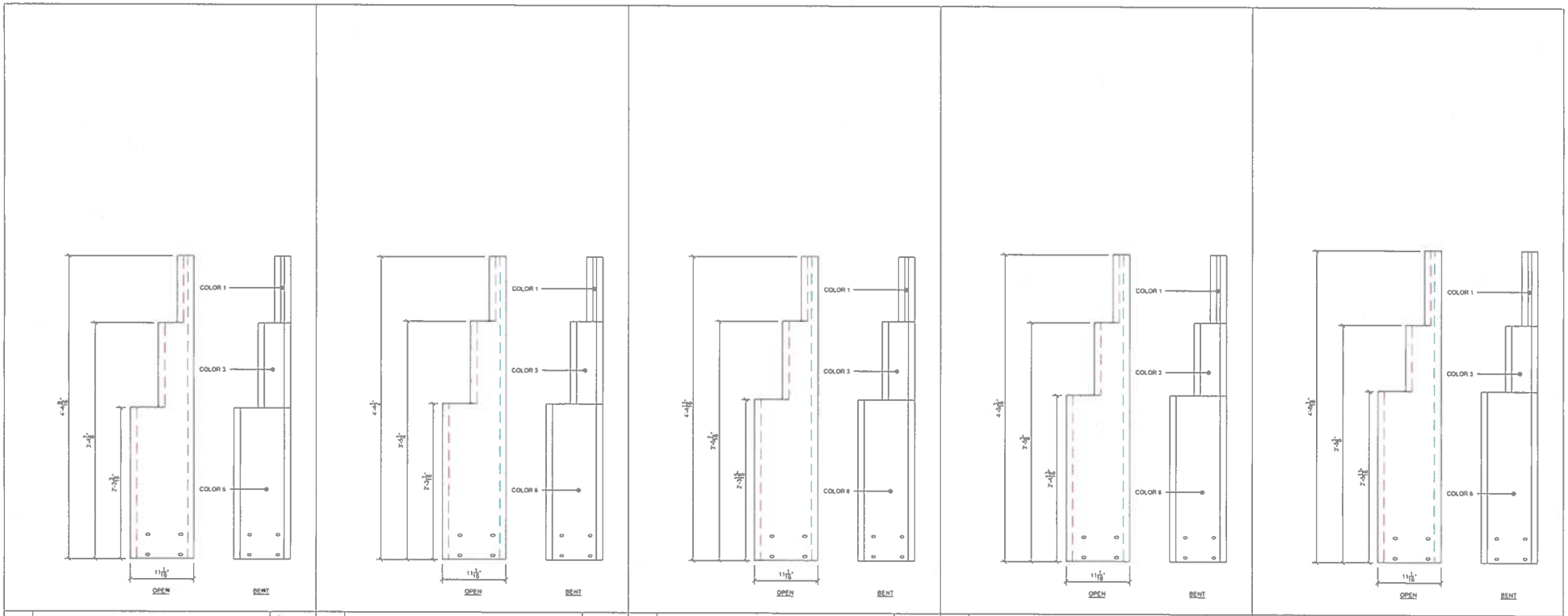
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE AT PENITENCIA EAST CHANNEL

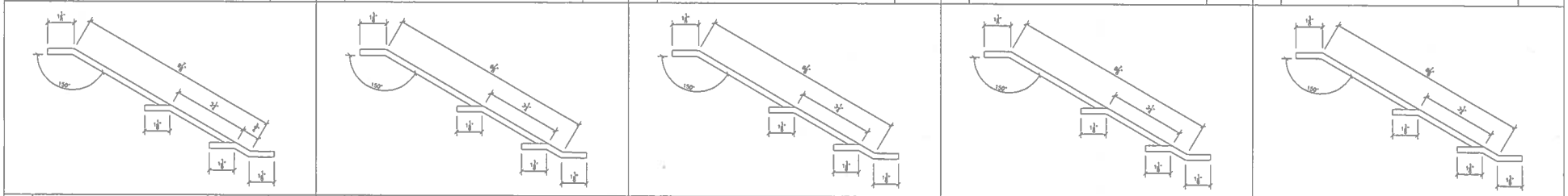
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-5



06	TINE #6	1 1/2" = 1'-0"	07	TINE #7	1 1/2" = 1'-0"	08	TINE #8	1 1/2" = 1'-0"	09	TINE #9	1 1/2" = 1'-0"	10	TINE #10	1 1/2" = 1'-0"



06	TINE #6	6" = 1'-0"	07	TINE #7	6" = 1'-0"	08	TINE #8	6" = 1'-0"	09	TINE #9	6" = 1'-0"	10	TINE #10	6" = 1'-0"

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CITY OF MILPITAS
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AT PENITENCIA EAST CHANNEL

VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
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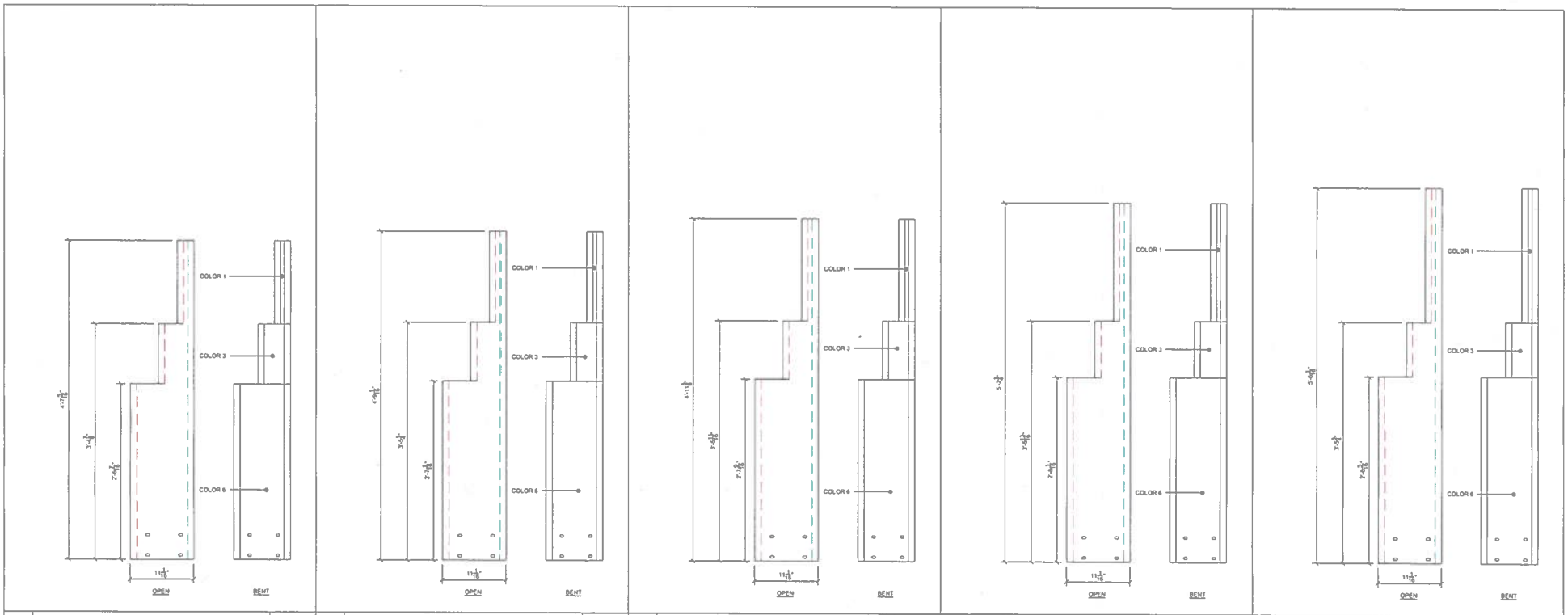
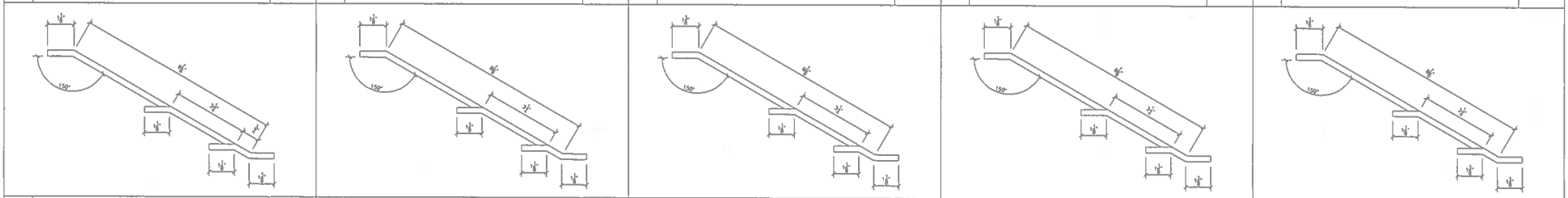
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-6



11	TINE #11	1 1/2" = 1'-0"	12	TINE #12	1 1/2" = 1'-0"	13	TINE #13	1 1/2" = 1'-0"	14	TINE #14	1 1/2" = 1'-0"	15	TINE #15	1 1/2" = 1'-0"



11	TINE #11	6" = 1'-0"	12	TINE #12	6" = 1'-0"	13	TINE #13	6" = 1'-0"	14	TINE #14	6" = 1'-0"	15	TINE #15	6" = 1'-0"

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CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE AT PENITENCIA EAST CHANNEL

VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
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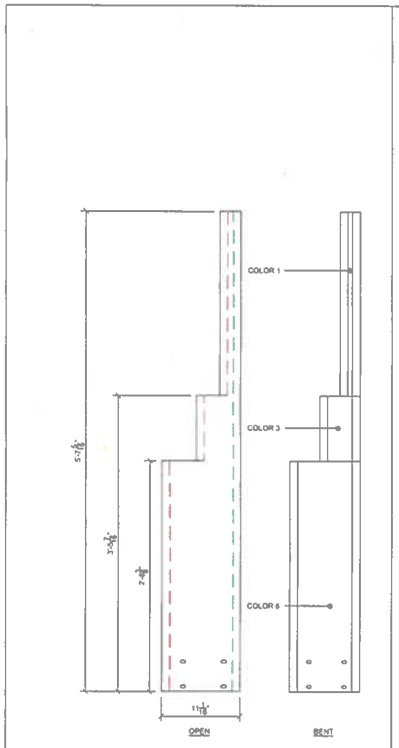
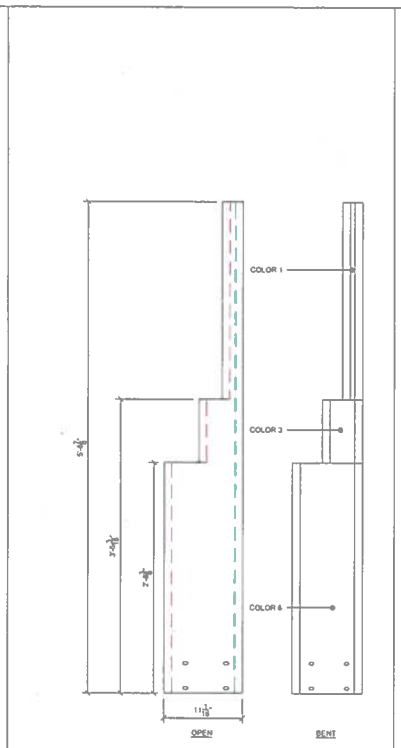
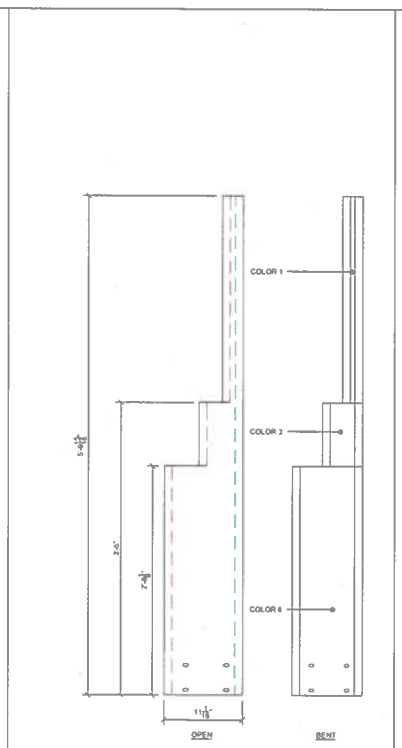
SCALE: AS NOTED
SHEET A-7



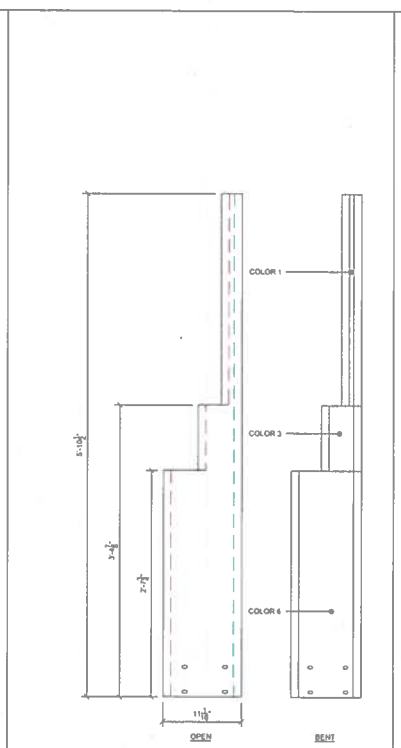
16	TINE #16	1 1/2" = 1'-0"



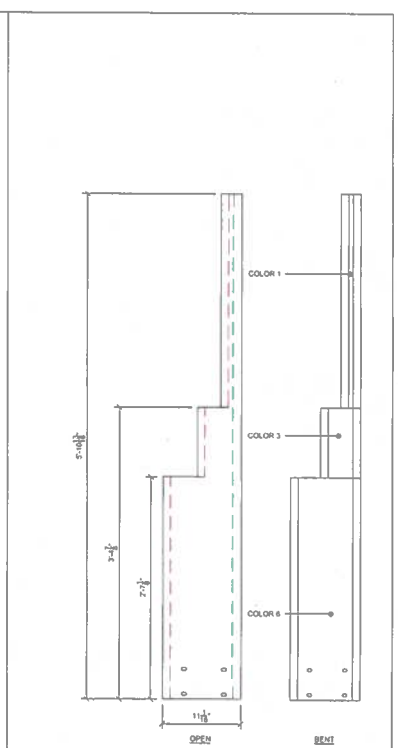
17	TINE #17	1 1/2" = 1'-0"



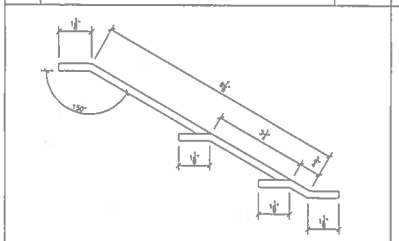
18	TINE #18	1 1/2" = 1'-0"



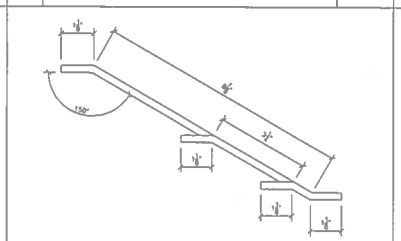
19	TINE #19	1 1/2" = 1'-0"



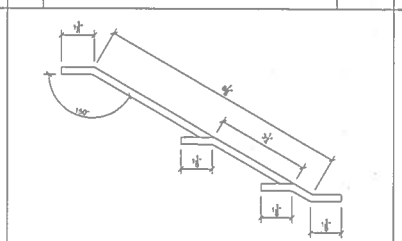
20	TINE #20	1 1/2" = 1'-0"



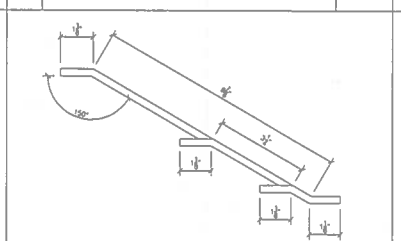
16	TINE #16	6" = 1'-0"



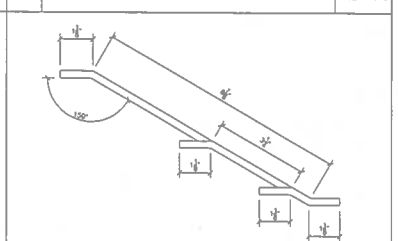
17	TINE #17	6" = 1'-0"



18	TINE #18	6" = 1'-0"



19	TINE #19	6" = 1'-0"



20	TINE #20	6" = 1'-0"

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Designer Stamp

LICENSED ARCHITECT
William E. Gould
C-23919
Exp: 08-30-2027
STATE OF CALIFORNIA

Record Drawings

Designer _____ Date _____
Public Works Inspector _____ Date _____
Utility/Facility Dept. Head _____ Date _____
Project Engineer _____ Date _____
Public Improvements Initially Accepted by
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Drawn By: AR Date: 11/14/25
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Revisions

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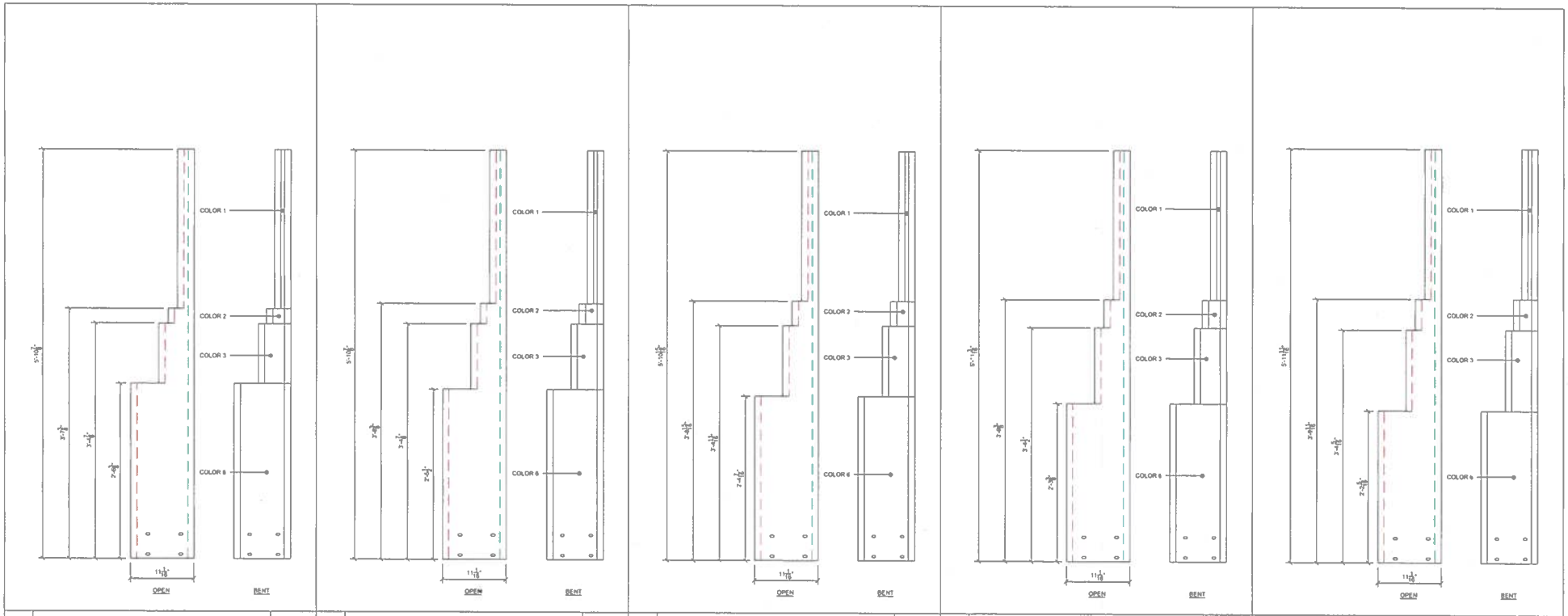
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

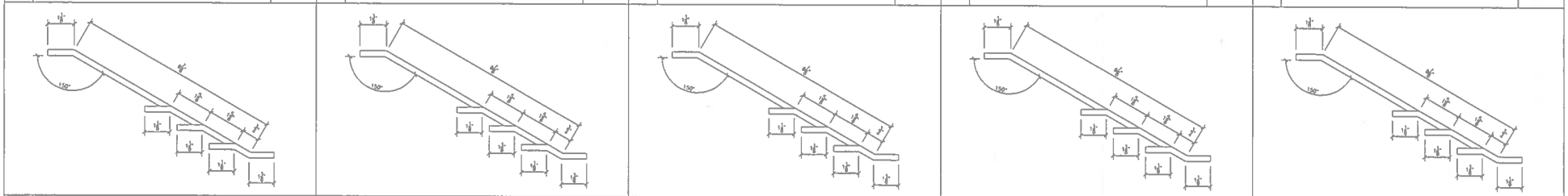
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhat Eam DATE: 3/25/26
Lyhat Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-8



21	TINE #21	1 1/2" = 1'-0"	22	TINE #22	1 1/2" = 1'-0"	23	TINE #23	1 1/2" = 1'-0"	24	TINE #24	1 1/2" = 1'-0"	25	TINE #25	1 1/2" = 1'-0"



21	TINE #21	6" = 1'-0"	22	TINE #22	6" = 1'-0"	23	TINE #23	6" = 1'-0"	24	TINE #24	6" = 1'-0"	25	TINE #25	6" = 1'-0"

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CITY OF MILPITAS
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VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
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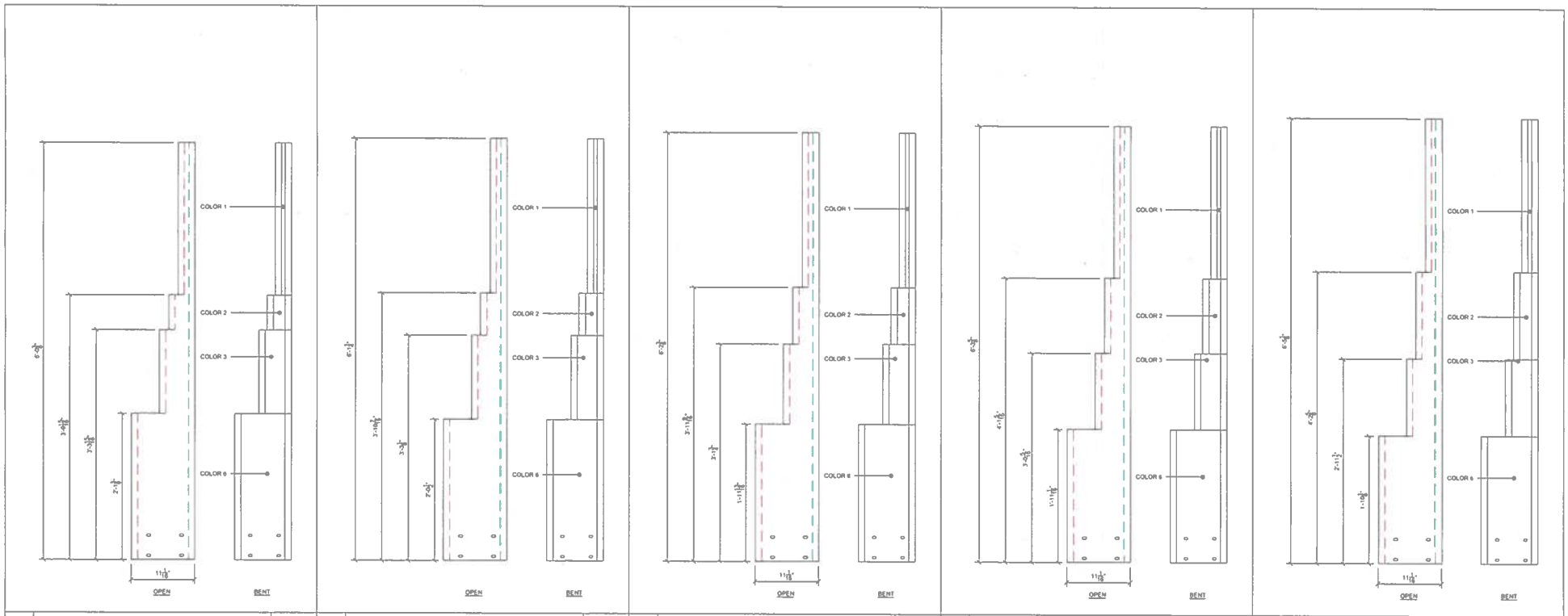
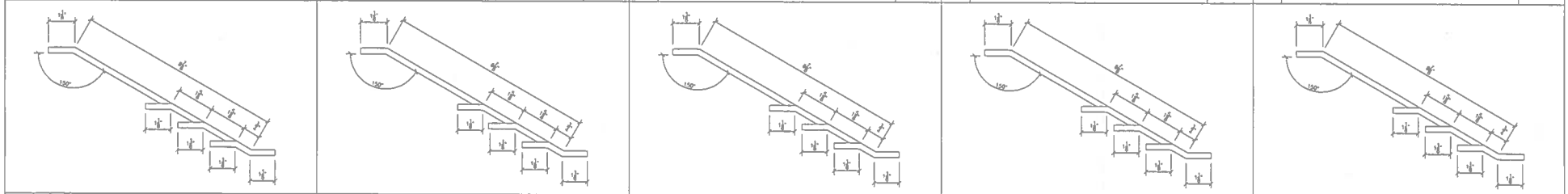
SCALE: AS NOTED
SHEET A-9



26	TINE #26	1 1/2" = 1'-0"	27	TINE #27	1 1/2" = 1'-0"	28	TINE #28	1 1/2" = 1'-0"	29	TINE #29	1 1/2" = 1'-0"	30	TINE #30	1 1/2" = 1'-0"



26	TINE #26	6" = 1'-0"	27	TINE #27	6" = 1'-0"	28	TINE #28	6" = 1'-0"	29	TINE #29	6" = 1'-0"	30	TINE #30	6" = 1'-0"

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CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhan Eam DATE: 3/25/26
Lyhan Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
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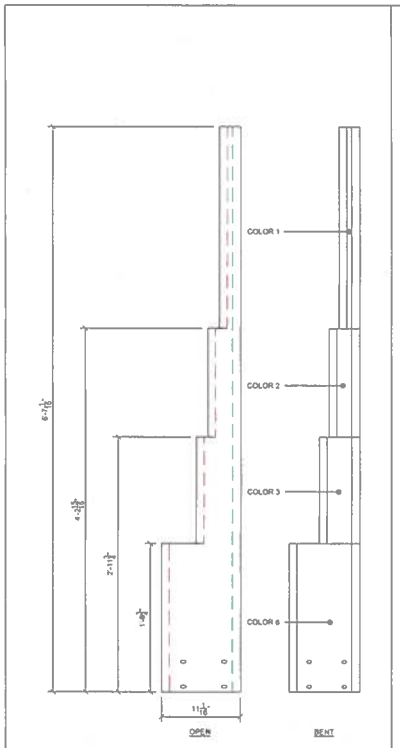
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-10



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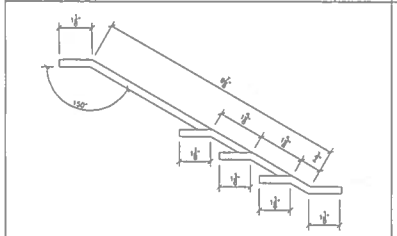
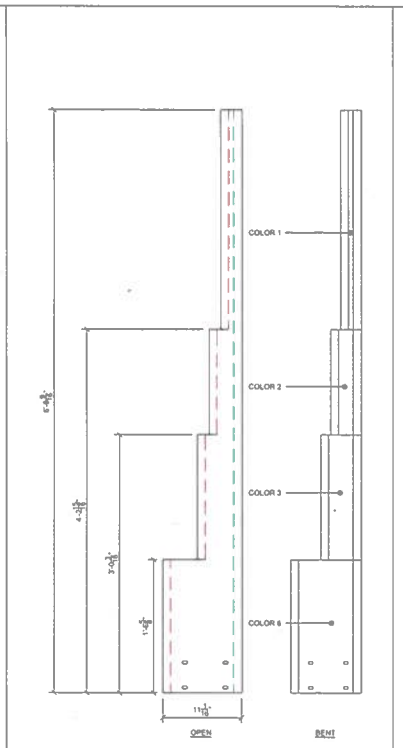
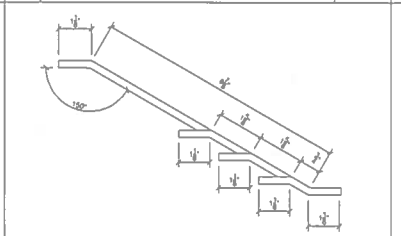


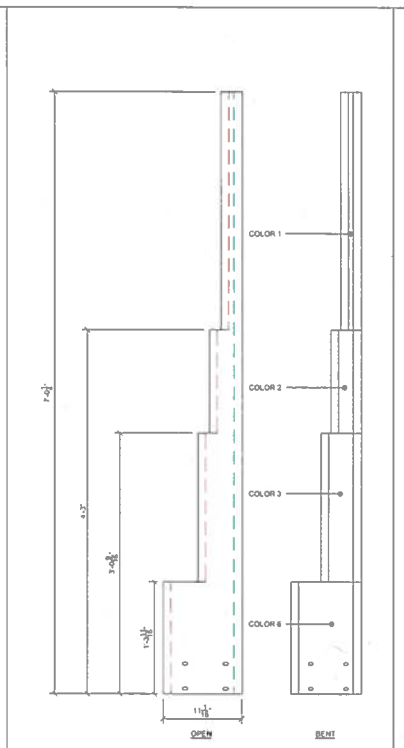
31	TINE #31	6" = 1'-0"



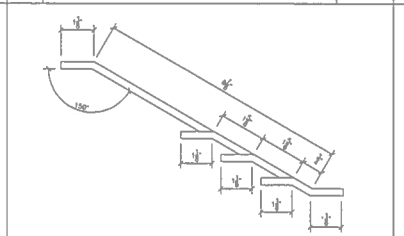
32	TINE #32	1 1/2" = 1'-0"



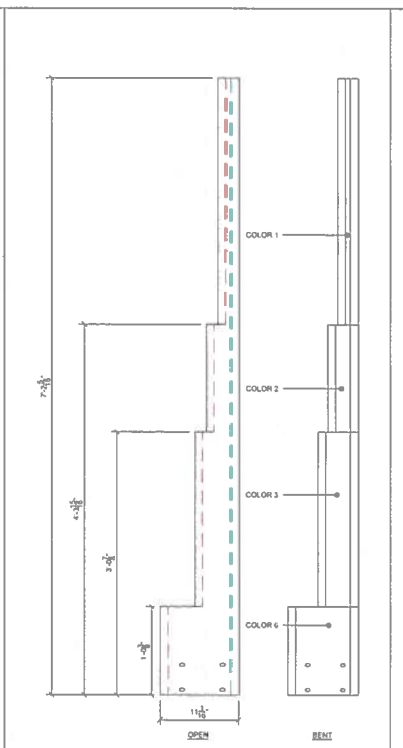
32	TINE #32	6" = 1'-0"



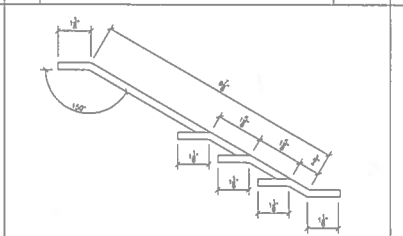
33	TINE #33	1 1/2" = 1'-0"



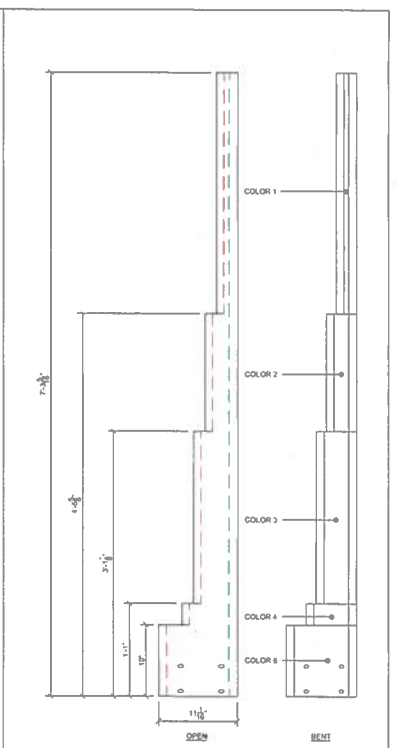
33	TINE #33	6" = 1'-0"



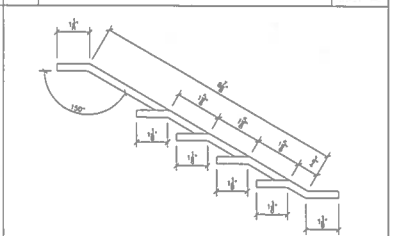
34	TINE #34	1 1/2" = 1'-0"



34	TINE #34	6" = 1'-0"



35	TINE #35	1 1/2" = 1'-0"



35	TINE #35	6" = 1'-0"

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Designer Stamp

LICENSED ARCHITECT
William E. Gould
C-23919
Rev. 08-30-2027
STATE OF CALIFORNIA

Record Drawings

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

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Revisions

Num.	Description	Engr. Apv.	Date
1	BID SET REVISIONS		3/13/26

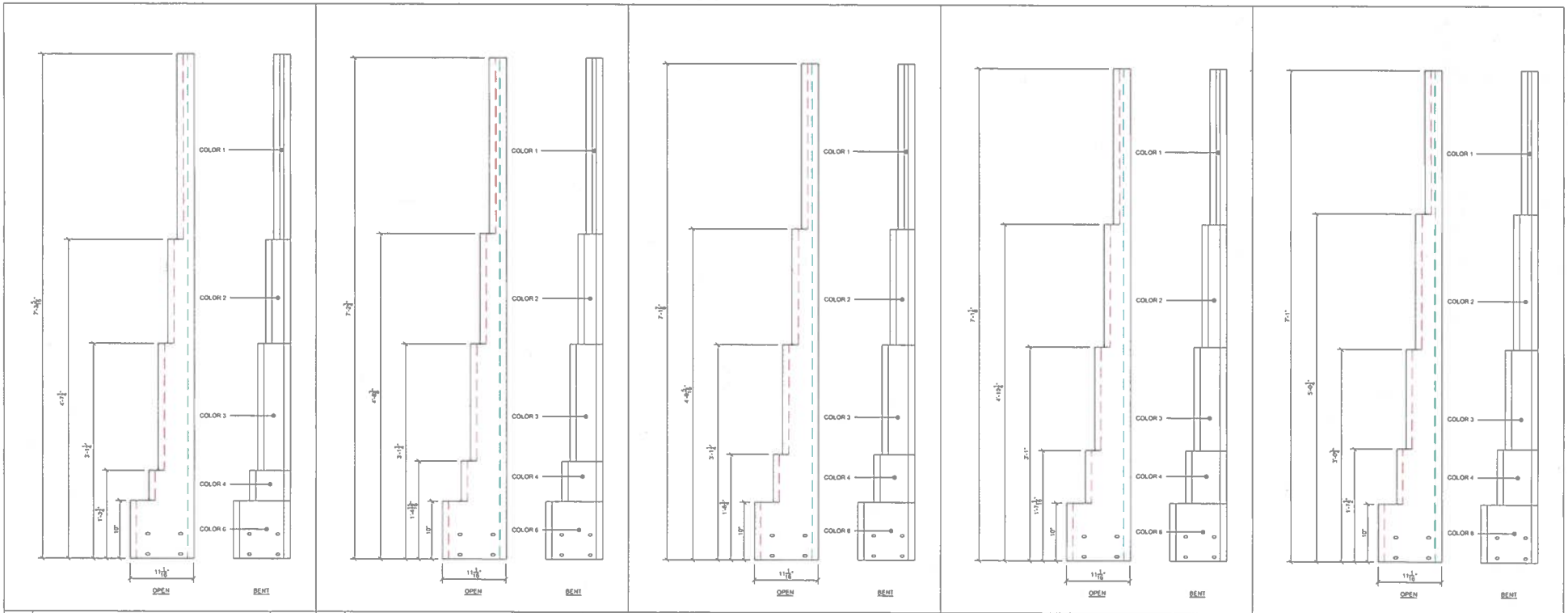
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

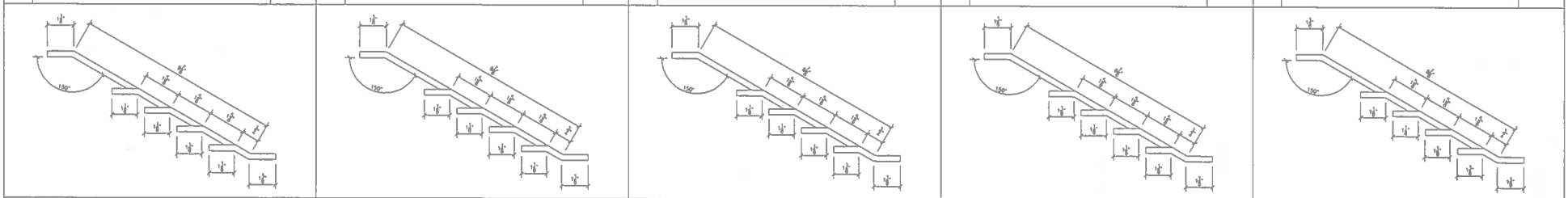
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-11



36	TINE #36	1 1/2" = 1'-0"	37	TINE #37	1 1/2" = 1'-0"	38	TINE #38	1 1/2" = 1'-0"	39	TINE #39	1 1/2" = 1'-0"	40	TINE #40	1 1/2" = 1'-0"



36	TINE #36	6" = 1'-0"	37	TINE #37	6" = 1'-0"	38	TINE #38	6" = 1'-0"	39	TINE #39	6" = 1'-0"	40	TINE #40	6" = 1'-0"

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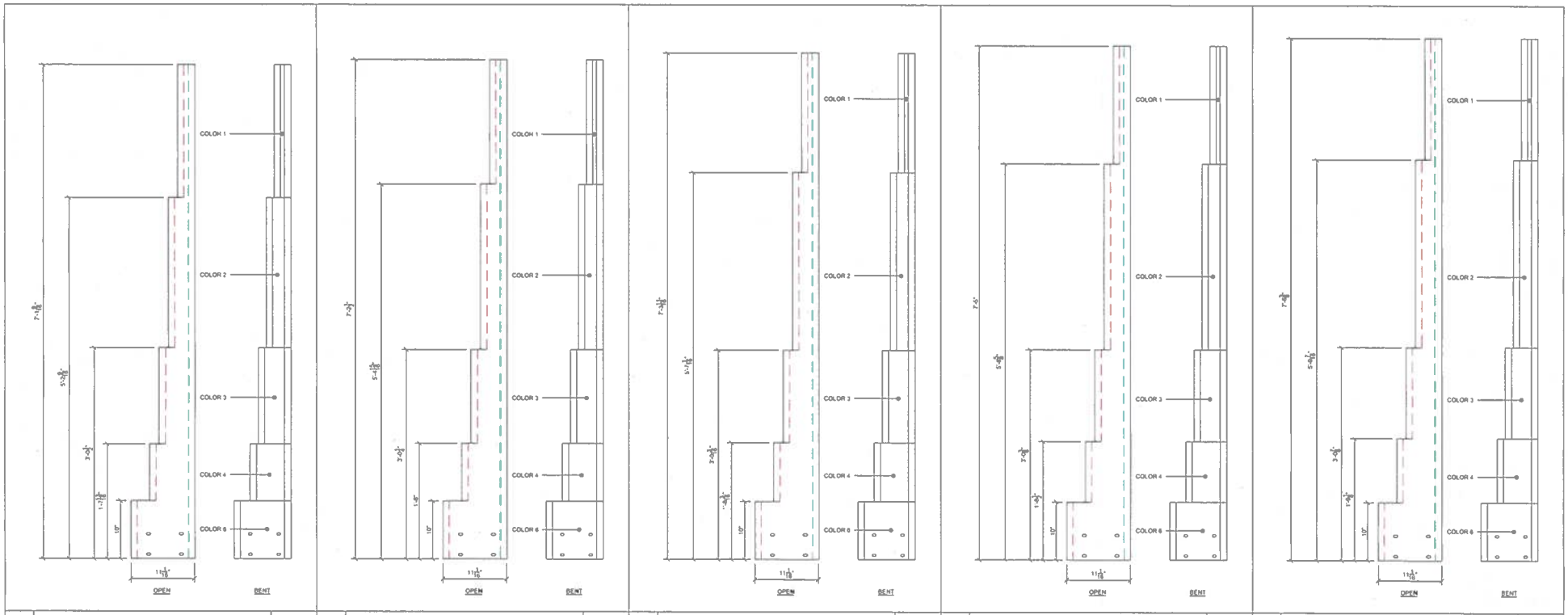
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

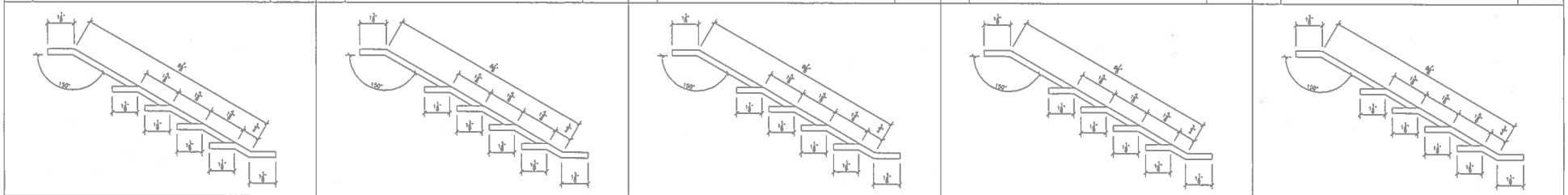
VOC TINES

RECOMMENDED FOR BIDDING BY: Lynak Eam DATE: 3/25/26
Lynak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-12



41	TINE #41	1 1/2" = 1'-0"	42	TINE #42	1 1/2" = 1'-0"	43	TINE #43	1 1/2" = 1'-0"	44	TINE #44	1 1/2" = 1'-0"	45	TINE #45	1 1/2" = 1'-0"



41	TINE #41	6" = 1'-0"	42	TINE #42	6" = 1'-0"	43	TINE #43	6" = 1'-0"	44	TINE #44	6" = 1'-0"	45	TINE #45	6" = 1'-0"

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CITY OF MILPITAS

CITY OF MILPITAS
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VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
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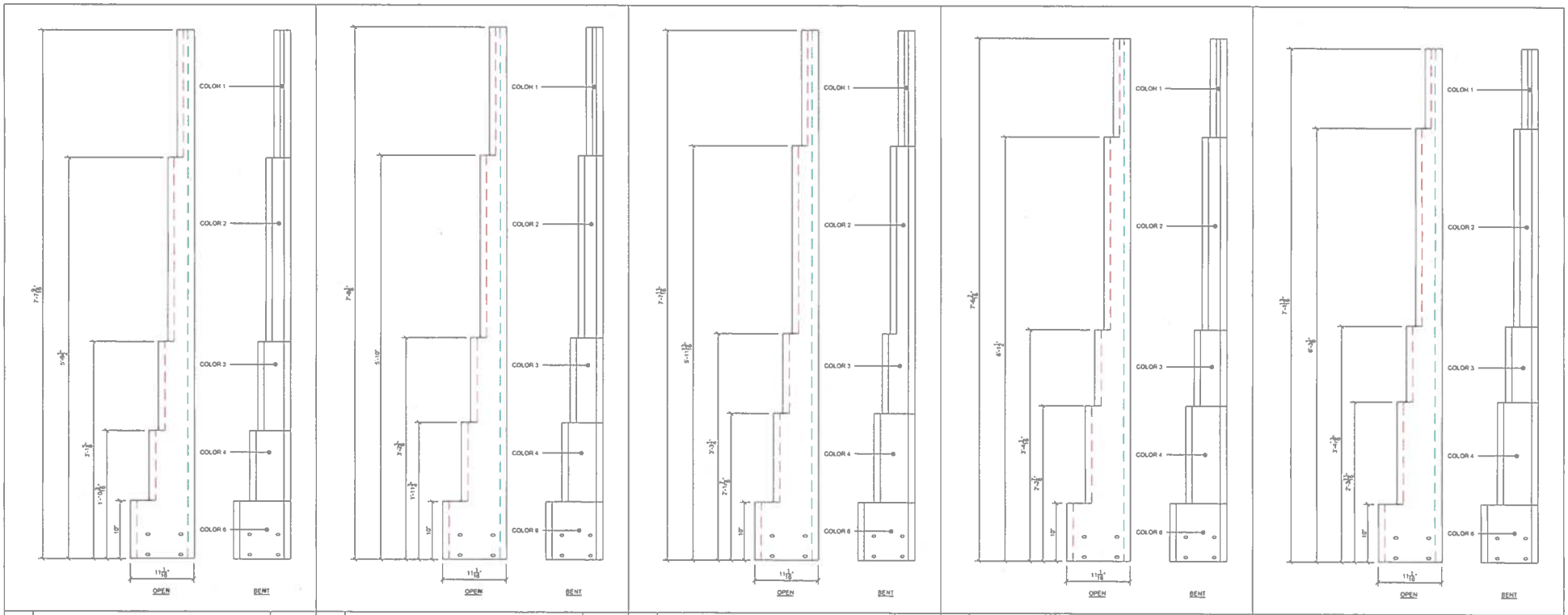
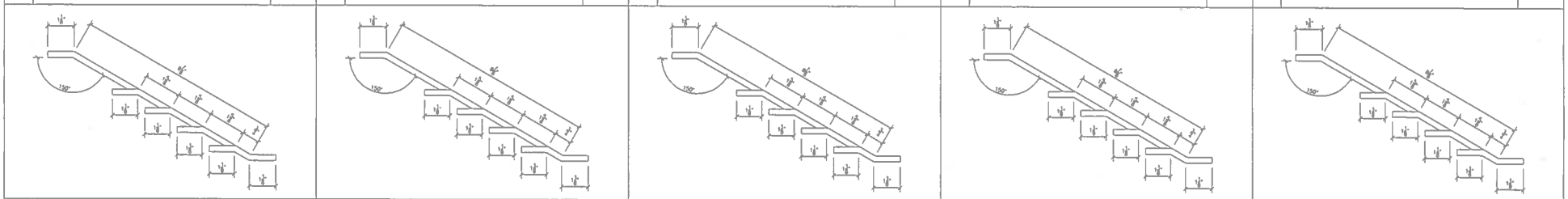
SCALE: AS NOTED
SHEET A-13



46	TINE #46	1 1/2" = 1'-0"	47	TINE #47	1 1/2" = 1'-0"	48	TINE #48	1 1/2" = 1'-0"	49	TINE #49	1 1/2" = 1'-0"	50	TINE #50	1 1/2" = 1'-0"



46	TINE #46	6" = 1'-0"	47	TINE #47	6" = 1'-0"	48	TINE #48	6" = 1'-0"	49	TINE #49	6" = 1'-0"	50	TINE #50	6" = 1'-0"

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CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

VOC TINES

RECOMMENDED FOR BIDDING BY: Lynak Eam DATE: 3/25/26
Lynak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
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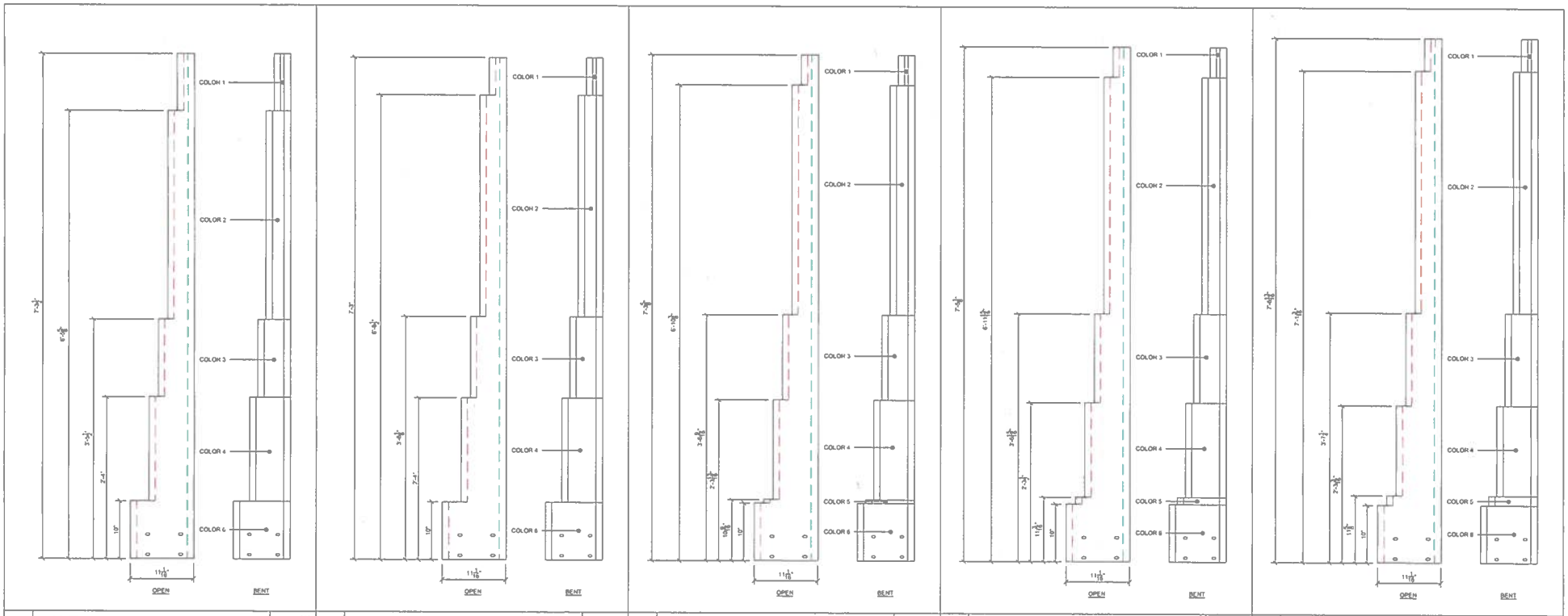
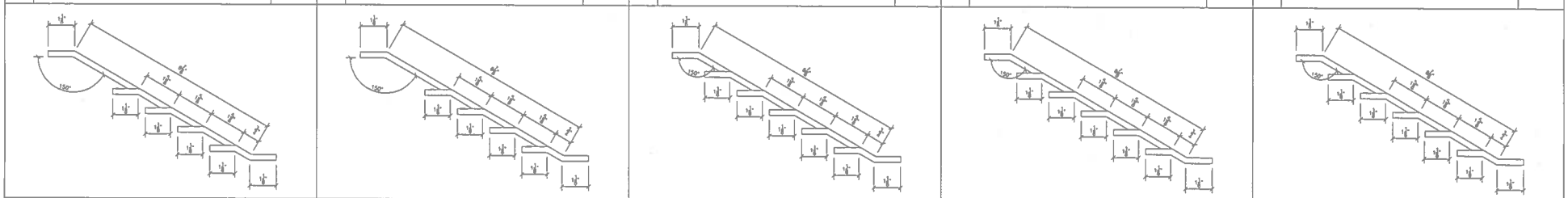
SCALE: AS NOTED
SHEET A-14



51	TINE #51	1 1/2" = 1'-0"	52	TINE #52	1 1/2" = 1'-0"	53	TINE #53	1 1/2" = 1'-0"	54	TINE #54	1 1/2" = 1'-0"
55	TINE #55	1 1/2" = 1'-0"									



51	TINE #51	6" = 1'-0"	52	TINE #52	6" = 1'-0"	53	TINE #53	6" = 1'-0"	54	TINE #54	6" = 1'-0"
55	TINE #55	6" = 1'-0"									

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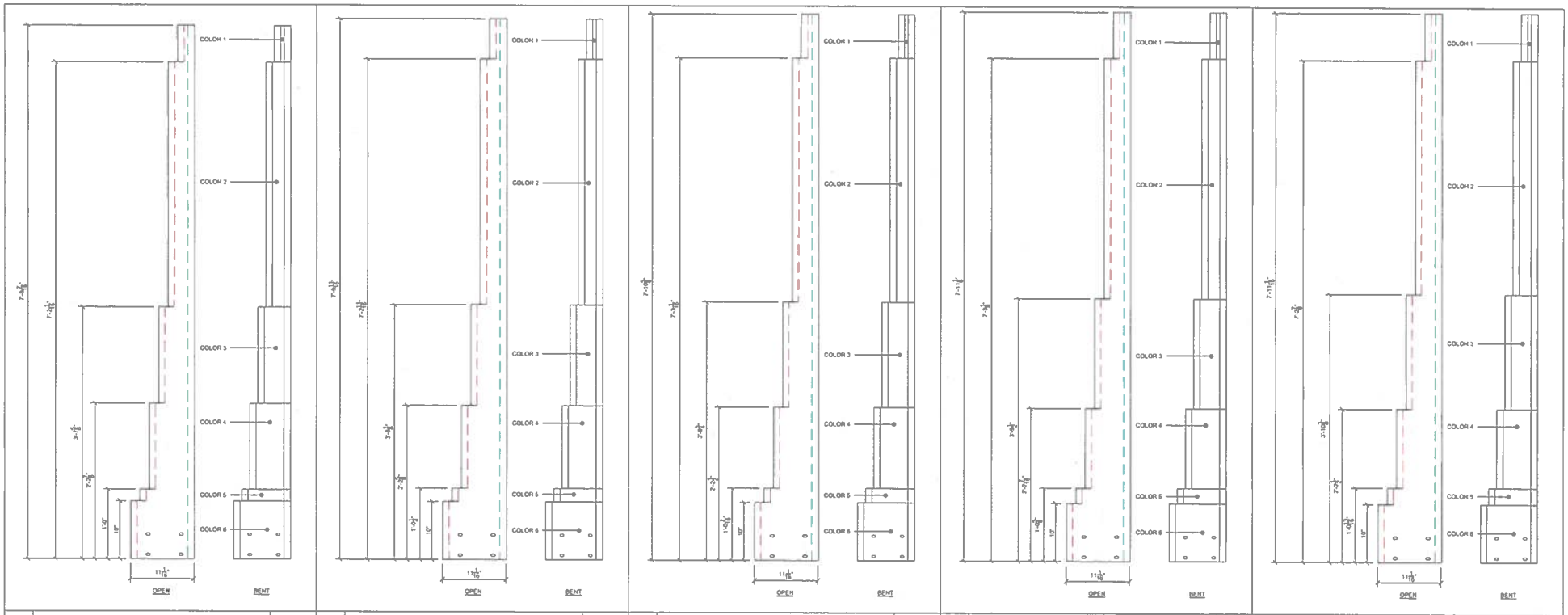
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

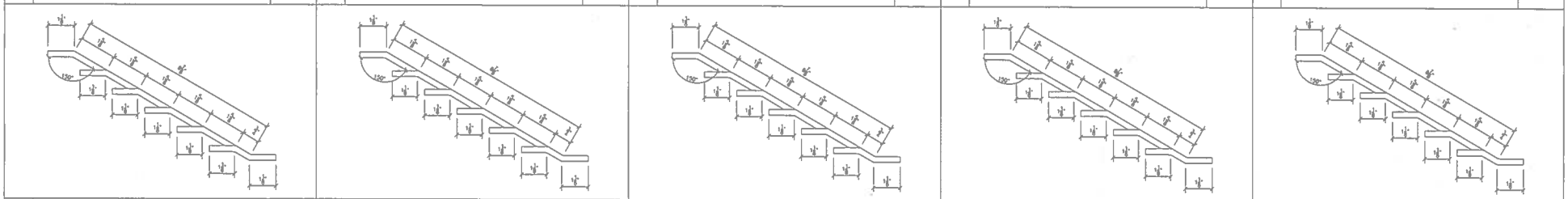
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-15



56	TINE #56	1 1/2" = 1'-0"	57	TINE #57	1 1/2" = 1'-0"	58	TINE #58	1 1/2" = 1'-0"	59	TINE #59	1 1/2" = 1'-0"	60	TINE #60	1 1/2" = 1'-0"



56	TINE #56	6" = 1'-0"	57	TINE #57	6" = 1'-0"	58	TINE #58	6" = 1'-0"	59	TINE #59	6" = 1'-0"	60	TINE #60	6" = 1'-0"

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CITY OF MILPITAS
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SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
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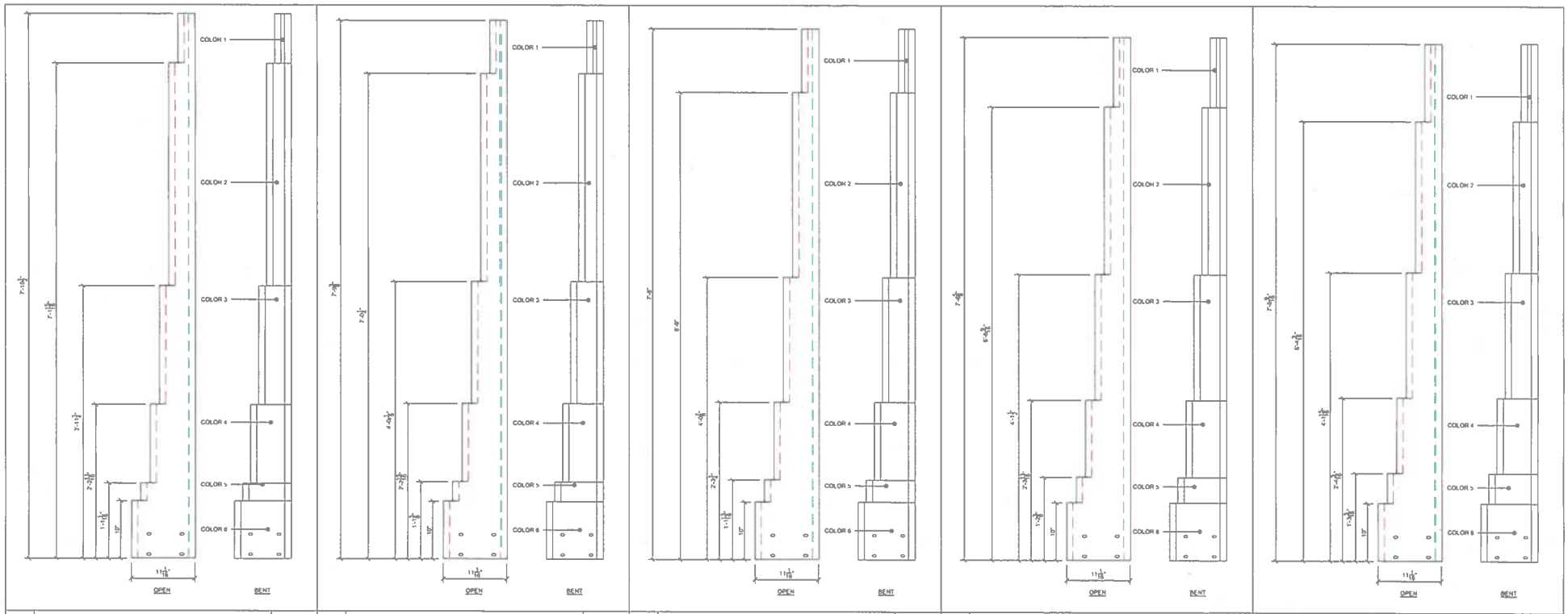
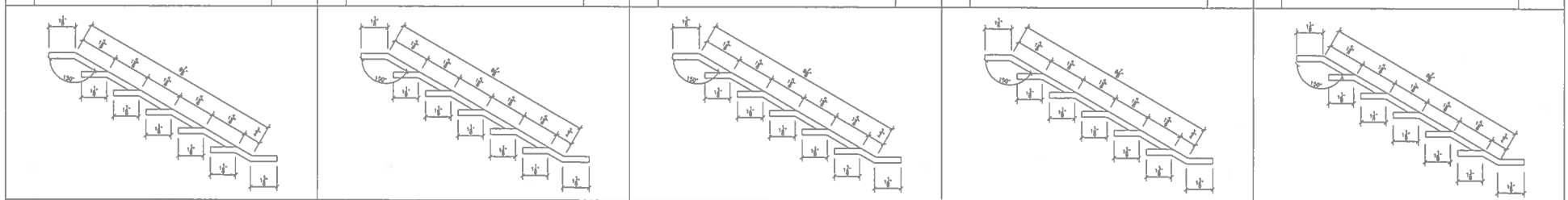
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-16



61	TINE #61	1 1/2" = 1'-0"	62	TINE #62	1 1/2" = 1'-0"	63	TINE #63	1 1/2" = 1'-0"	64	TINE #64	1 1/2" = 1'-0"	65	TINE #65	1 1/2" = 1'-0"



61	TINE #61	6" = 1'-0"	62	TINE #62	6" = 1'-0"	63	TINE #63	6" = 1'-0"	64	TINE #64	6" = 1'-0"	65	TINE #65	6" = 1'-0"

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CITY OF MILPITAS
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Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
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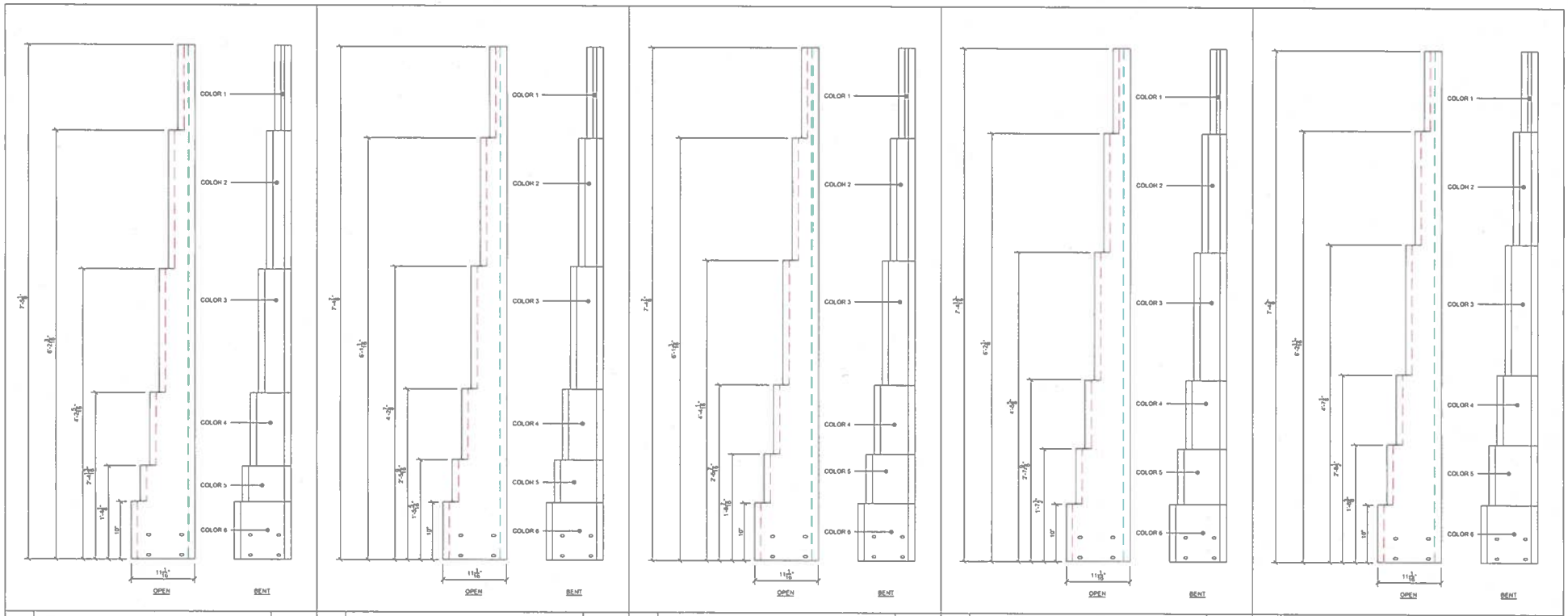
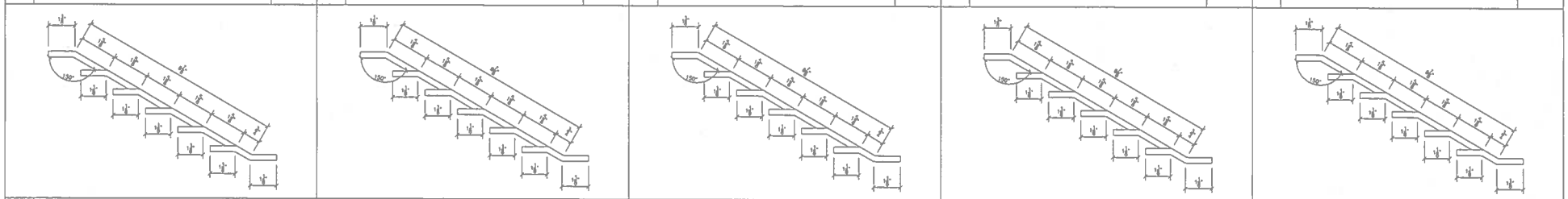
SHEET A-17



66	TINE #66	1 1/2" = 1'-0"	67	TINE #67	1 1/2" = 1'-0"	68	TINE #68	1 1/2" = 1'-0"	69	TINE #69	1 1/2" = 1'-0"	70	TINE #70	1 1/2" = 1'-0"



66	TINE #66	6" = 1'-0"	67	TINE #67	6" = 1'-0"	68	TINE #68	6" = 1'-0"	69	TINE #69	6" = 1'-0"	70	TINE #70	6" = 1'-0"

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CITY OF MILPITAS
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SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
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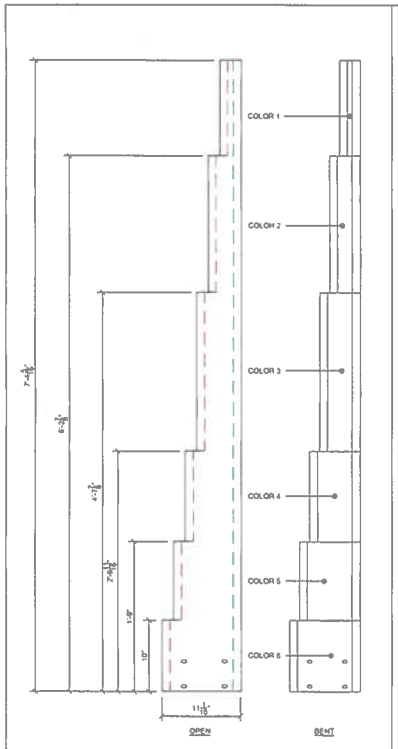
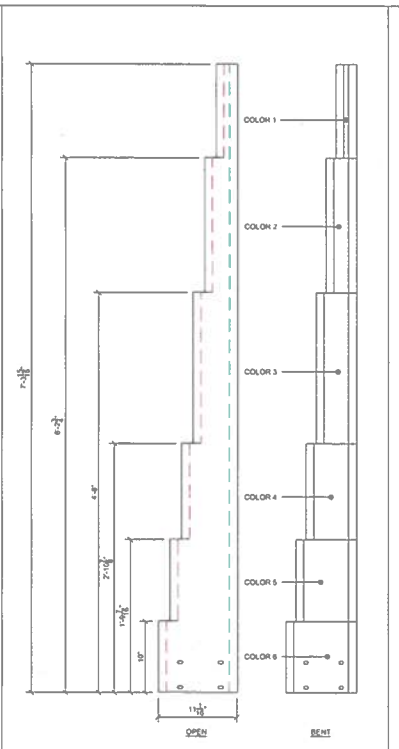
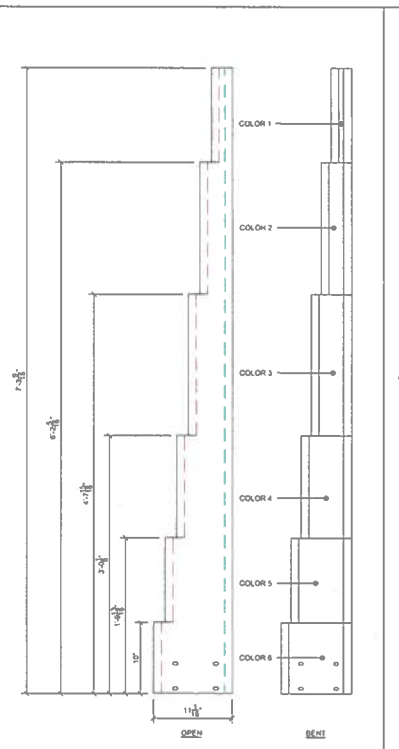
SCALE: AS NOTED
SHEET A-18



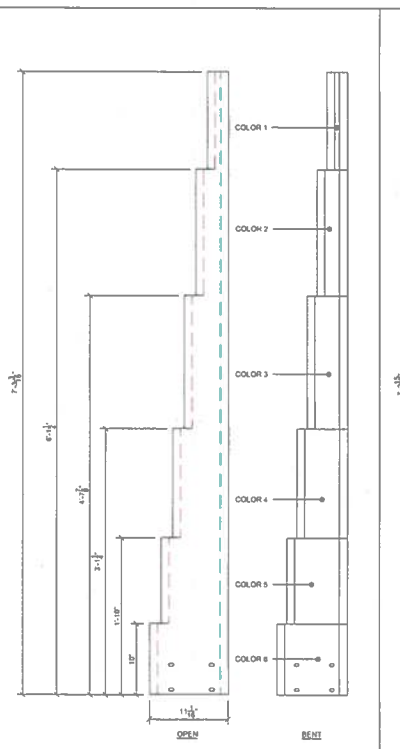
71	TINE #71	1 1/2" = 1'-0"



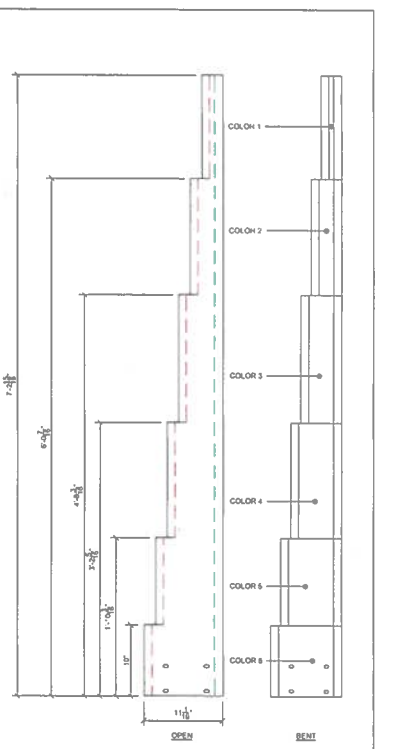
72	TINE #72	1 1/2" = 1'-0"



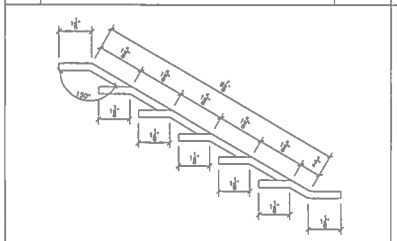
73	TINE #73	1 1/2" = 1'-0"



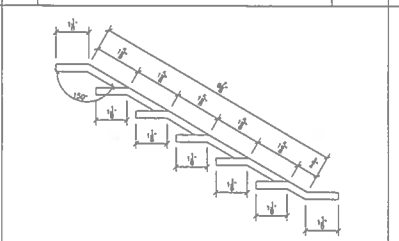
74	TINE #74	1 1/2" = 1'-0"



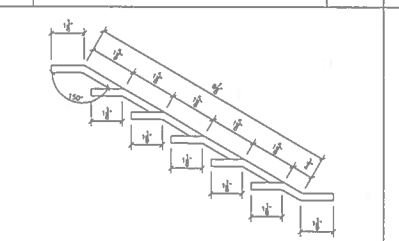
75	TINE #75	1 1/2" = 1'-0"



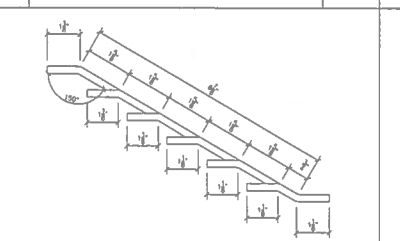
71	TINE #71	6" = 1'-0"



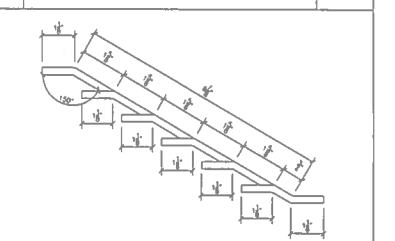
72	TINE #72	6" = 1'-0"



73	TINE #73	6" = 1'-0"



74	TINE #74	6" = 1'-0"



75	TINE #75	6" = 1'-0"

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Designer Stamp

LICENSED ARCHITECT
William E. Gould
C-23919
Exp. 08-30-2027
STATE OF CALIFORNIA

Record Drawings

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

Drawn By: AR Date: 11/14/25
Checked By: ___ Date: ___
Designed By: ___ Date: ___

Revisions

Num.	Description	Engr. Apvr.	Date
1	BID SET REVISIONS		3/13/26

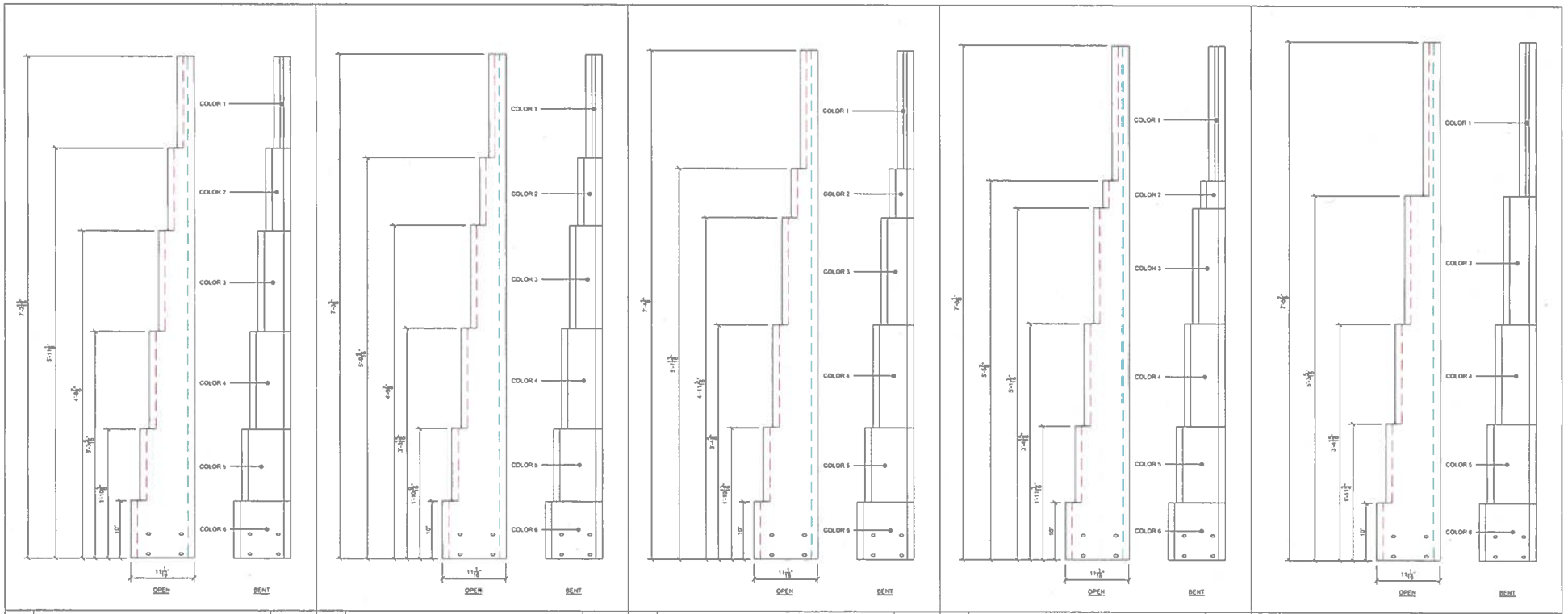
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

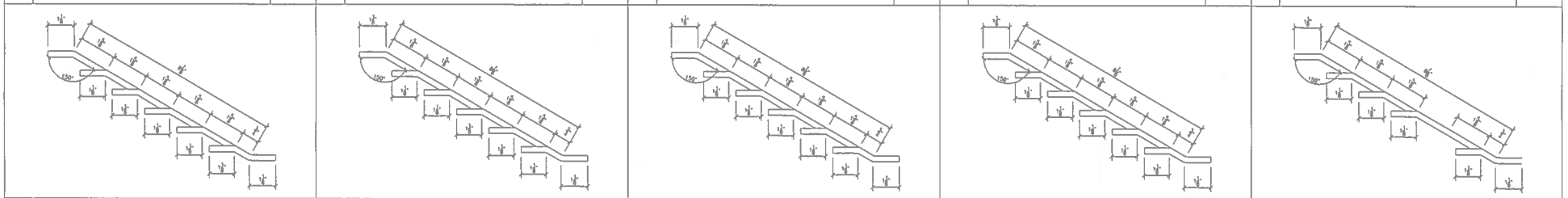
VOC TINES

RECOMMENDED FOR BIDDING BY: Lynak Eam DATE: 3/25/26
Lynak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET A-19



76	TINE #76	1 1/2" = 1'-0"	77	TINE #77	1 1/2" = 1'-0"	78	TINE #78	1 1/2" = 1'-0"	79	TINE #79	1 1/2" = 1'-0"	80	TINE #80	1 1/2" = 1'-0"



76	TINE #76	6" = 1'-0"	77	TINE #77	6" = 1'-0"	78	TINE #78	6" = 1'-0"	79	TINE #79	6" = 1'-0"	80	TINE #80	6" = 1'-0"

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Revisions

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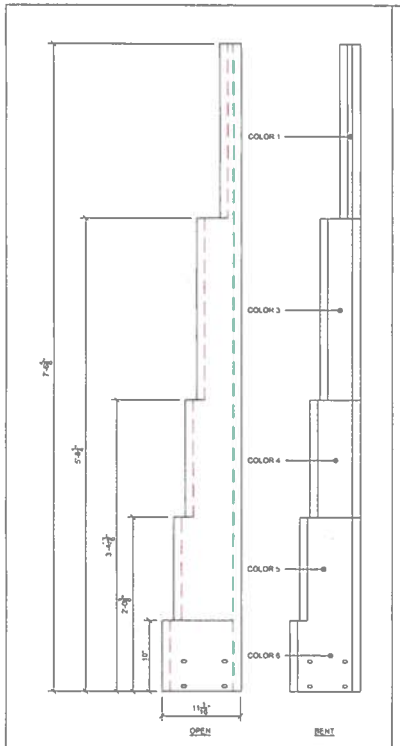
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

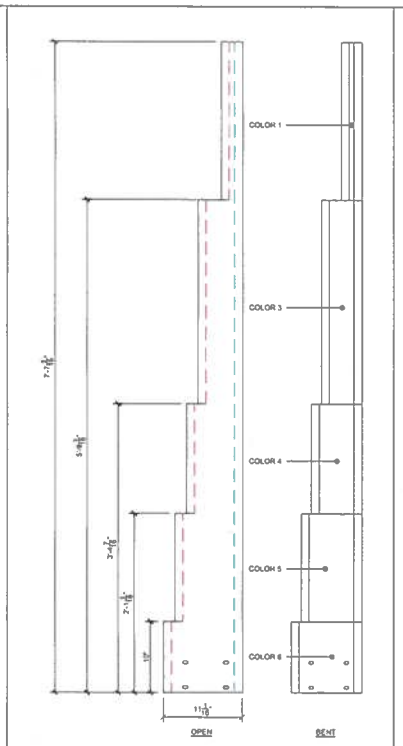
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

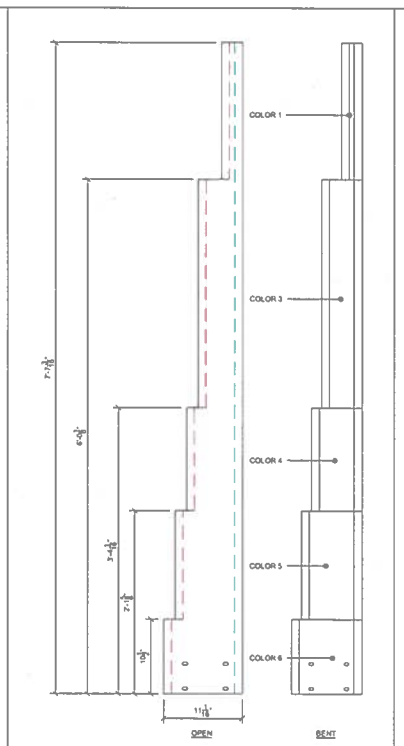
PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-20



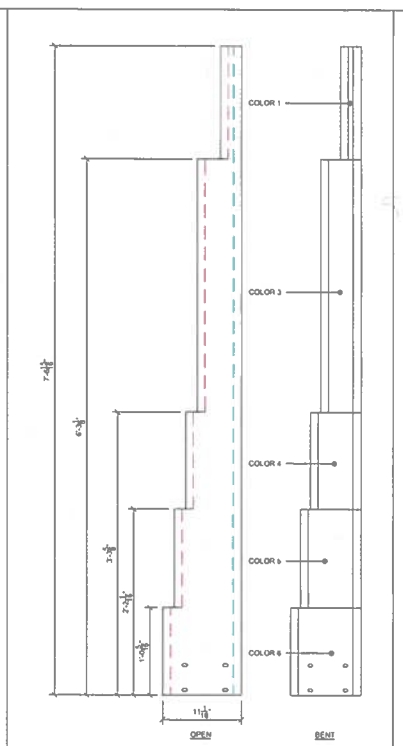
81	TINE #81	1 1/2" = 1'-0"



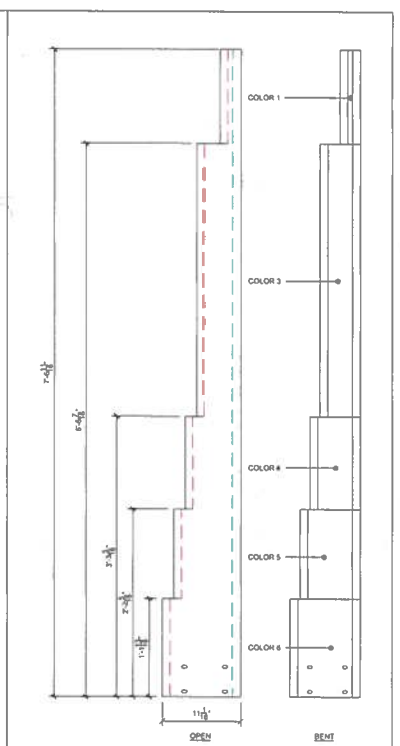
82	TINE #82	1 1/2" = 1'-0"



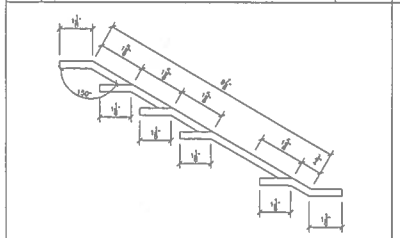
83	TINE #83	1 1/2" = 1'-0"



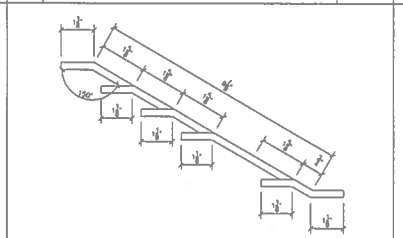
84	TINE #84	1 1/2" = 1'-0"



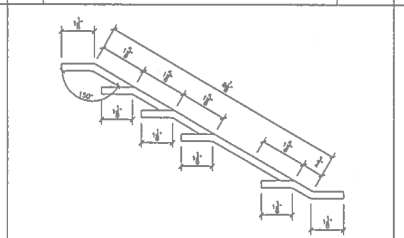
85	TINE #85	1 1/2" = 1'-0"



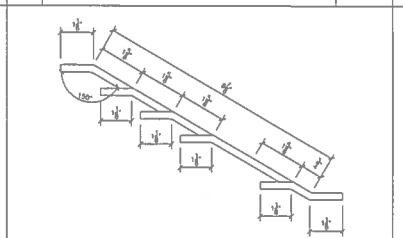
81	TINE #81	6" = 1'-0"



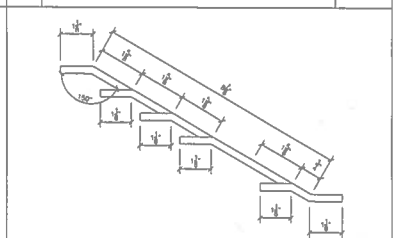
82	TINE #82	6" = 1'-0"



83	TINE #83	6" = 1'-0"



84	TINE #84	6" = 1'-0"



85	TINE #85	6" = 1'-0"

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Designer _____ Date _____
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Drawn By: AR Date: 11/14/25
Checked By: ___ Date: ___
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Revisions

Num.	Description	Engr. Apv.	Date
1	BID SET REVISIONS		3/13/26

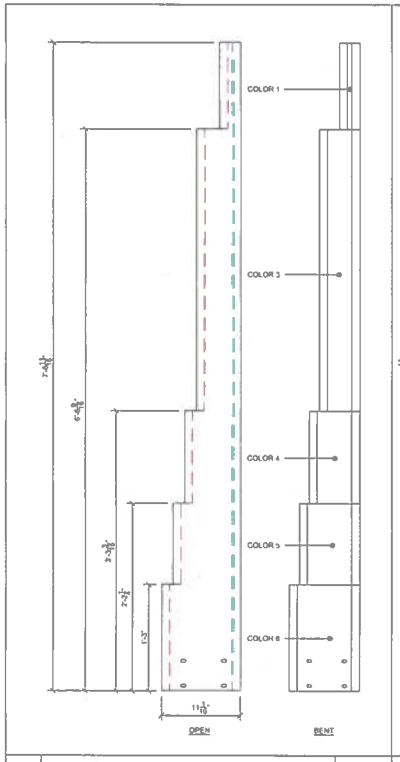
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

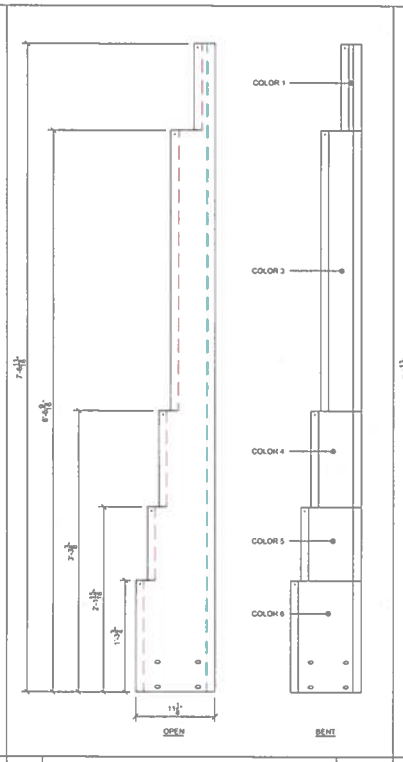
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., P/W Division Manager - Engineering

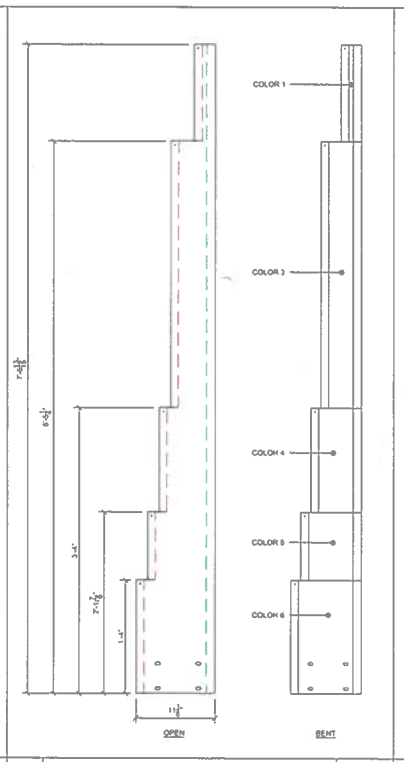
PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-21



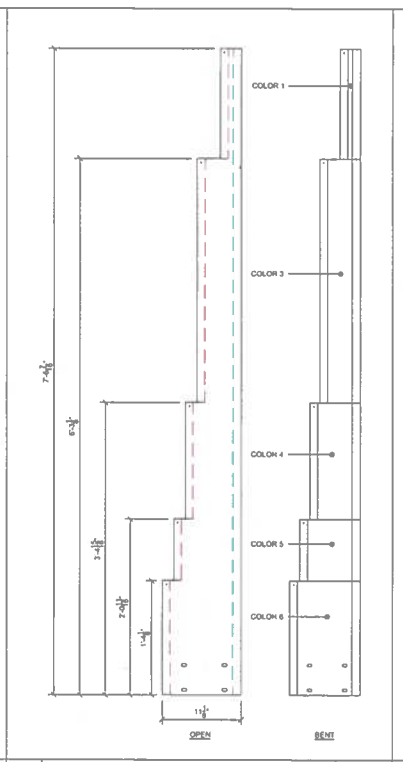
86	TINE #86	1 1/2" = 1'-0"



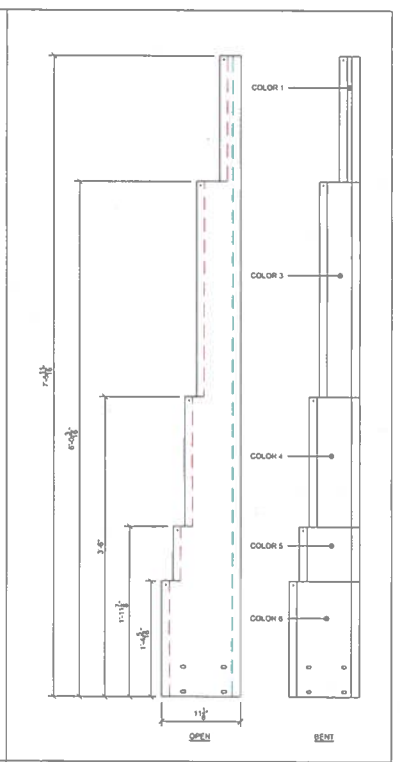
87	TINE #87	1 1/2" = 1'-0"



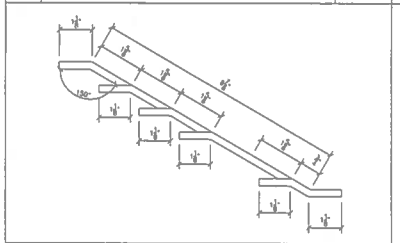
88	TINE #88	1 1/2" = 1'-0"



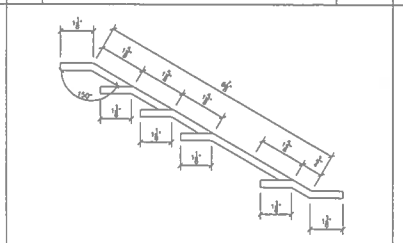
89	TINE #89	1 1/2" = 1'-0"



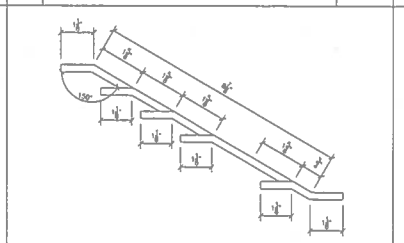
90	TINE #90	1 1/2" = 1'-0"



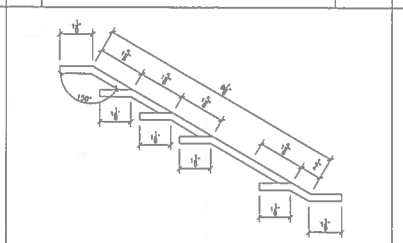
86	TINE #86	6" = 1'-0"



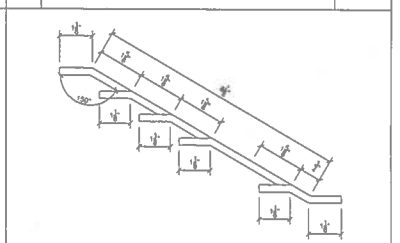
87	TINE #87	6" = 1'-0"



88	TINE #88	6" = 1'-0"



89	TINE #89	6" = 1'-0"



90	TINE #90	6" = 1'-0"

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Designer Stamp

LICENSED ARCHITECT
William E. Gould
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Exp. 08-30-2027
STATE OF CALIFORNIA

Record Drawings

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

Drawn By: AR Date: 11/14/25
Checked By: ___ Date: ___
Designed By: ___ Date: ___

Revisions

Num.	Description	Engr. Apv.	Date
1	BID SET REVISIONS		3/13/26

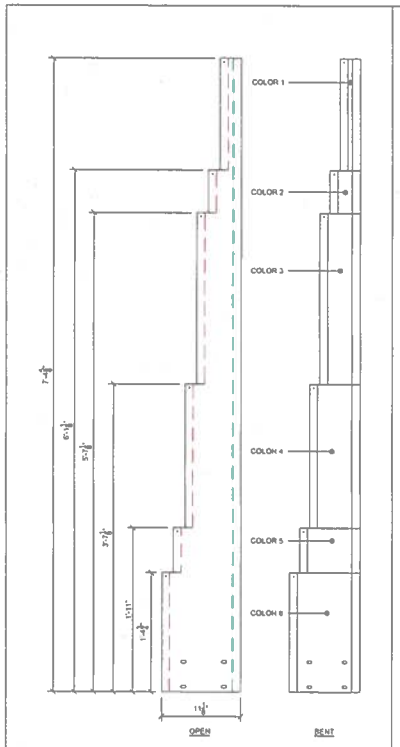
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE AT PENITENCIA EAST CHANNEL

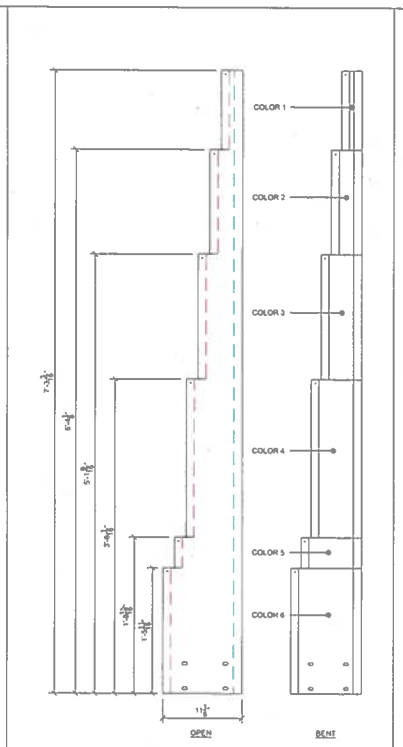
VOC TINES

RECOMMENDED FOR BIDDING BY: Lynan Eam DATE: 3/25/26
Lynan Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 11/14/2025
SCALE: AS NOTED
SHEET A-22



91	TINE #91	1 1/2" = 1'-0"



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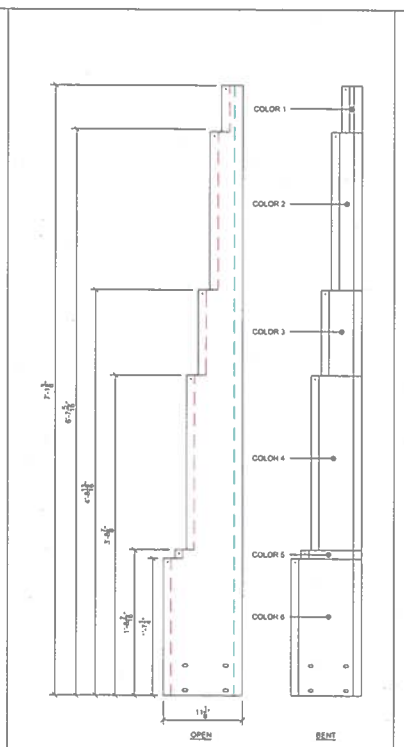
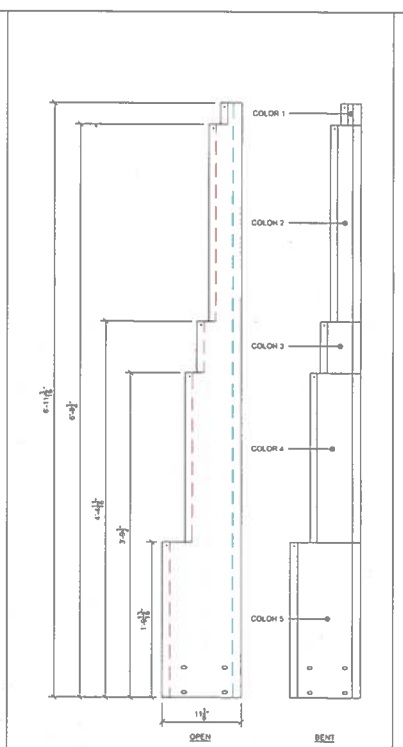
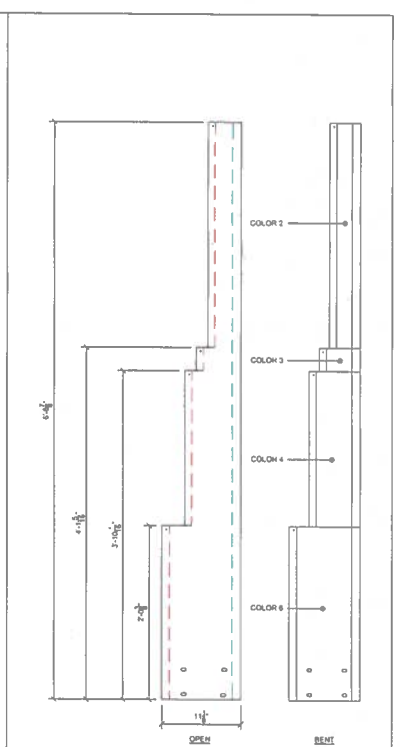


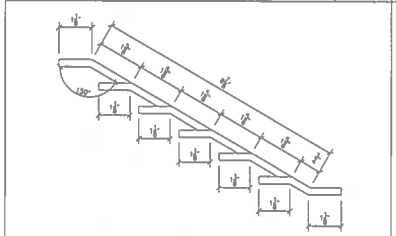
93	TINE #93	1 1/2" = 1'-0"



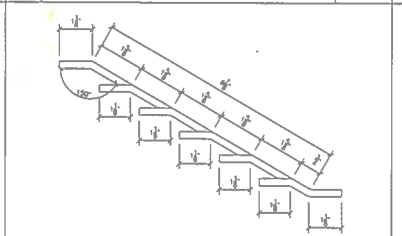
94	TINE #94	1 1/2" = 1'-0"



95	TINE #95	1 1/2" = 1'-0"



91	TINE #91	6" = 1'-0"



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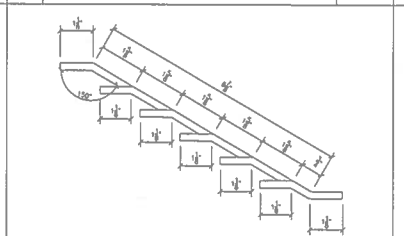

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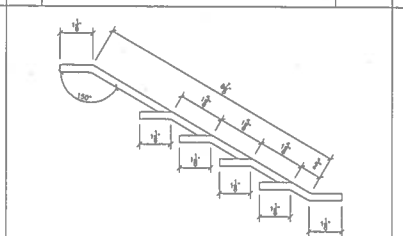

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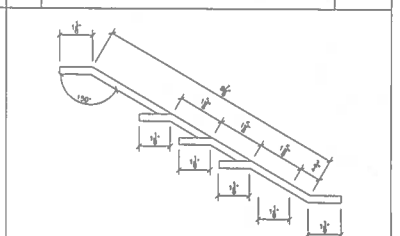

95	TINE #95	6" = 1'-0"

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Revisions

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1	BID SET REVISIONS		3/13/26

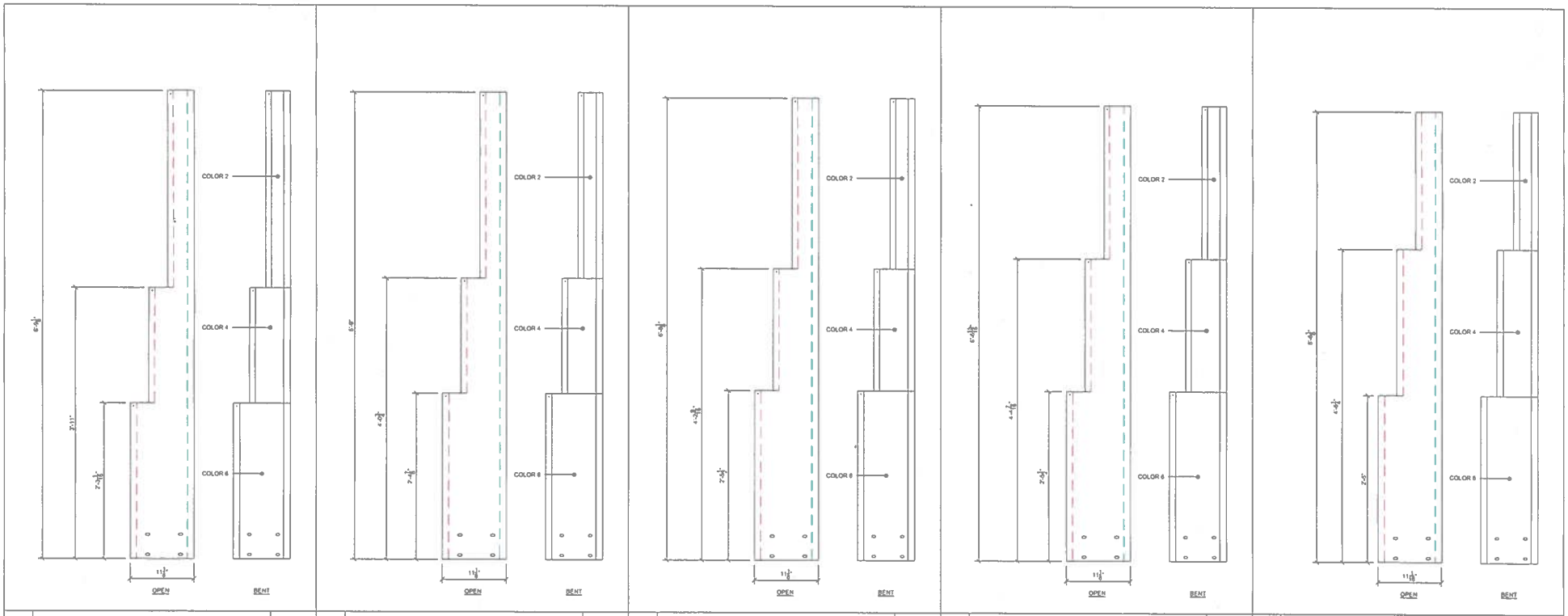
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOUELVARD BRIDGE
AT PENITENCIA EAST CHANNEL

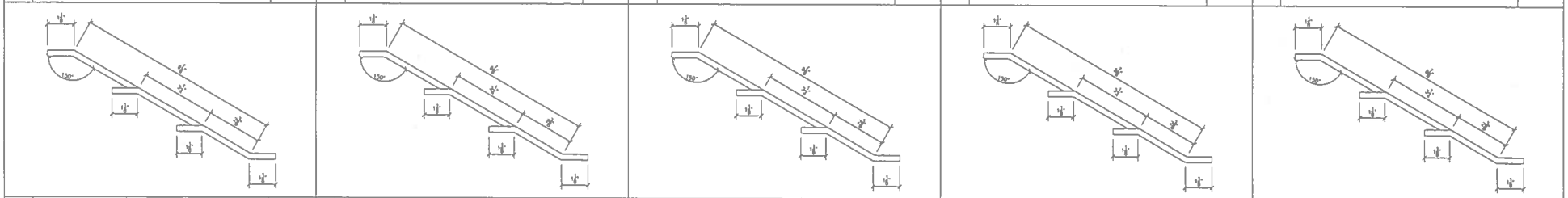
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhan Eam DATE: 3/25/26
Lyhan Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-23



96	TINE #96	1 1/2" = 1'-0"	97	TINE #97	1 1/2" = 1'-0"	98	TINE #98	1 1/2" = 1'-0"	99	TINE #99	1 1/2" = 1'-0"	100	TINE #100	1 1/2" = 1'-0"



96	TINE #96	6" = 1'-0"	97	TINE #97	6" = 1'-0"	98	TINE #98	6" = 1'-0"	99	TINE #99	6" = 1'-0"	100	TINE #100	6" = 1'-0"

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Designer Stamp

LICENSED ARCHITECT
William E. Gould
C-23919
Exp. 08-30-2027
STATE OF CALIFORNIA

Record Drawings

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

Drawn By: AR Date: 11/14/25
Checked By: ___ Date: ___
Designed By: ___ Date: ___

Revisions

Num.	Description	Engr. Apv.	Date
1	BID SET REVISIONS		3/13/26

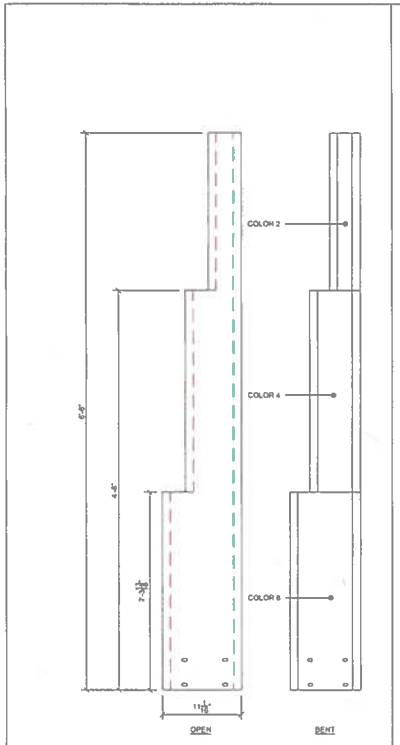
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

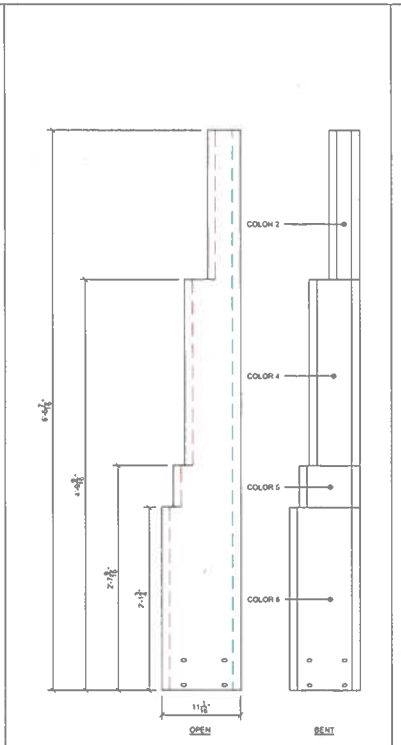
VOC TINES

RECOMMENDED FOR BIDDING BY: Lynak Eam DATE: 3/25/26
Lynak Eam, P.E., PW Division Manager - Engineering

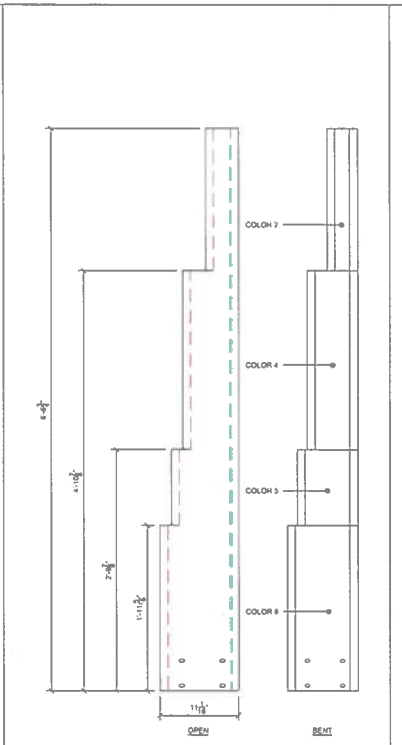
PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-24



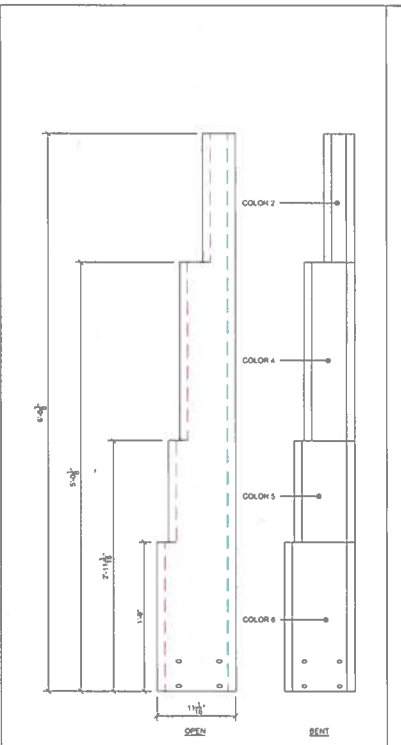
101	TINE #101	1 1/2" = 1'-0"



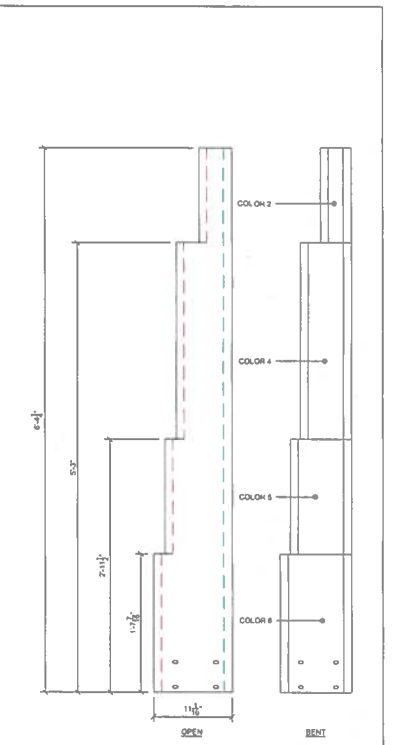
102	TINE #102	1 1/2" = 1'-0"



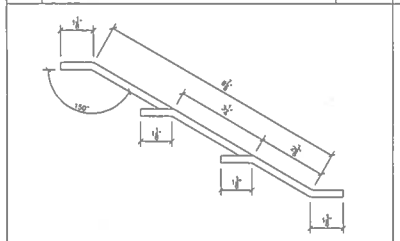
103	TINE #103	1 1/2" = 1'-0"



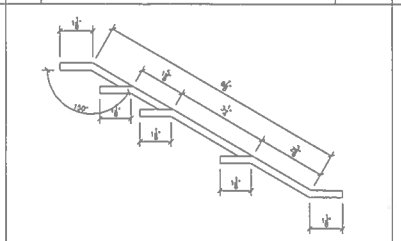
104	TINE #104	1 1/2" = 1'-0"



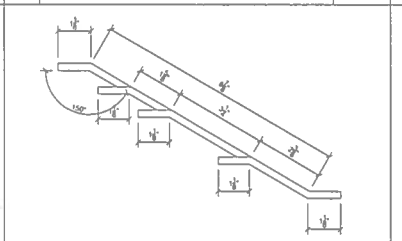
105	TINE #105	1 1/2" = 1'-0"



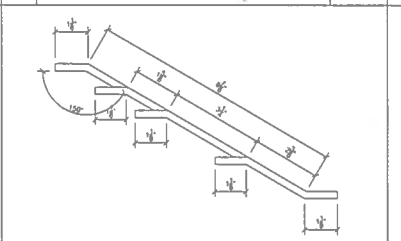
101	TINE #101	6" = 1'-0"



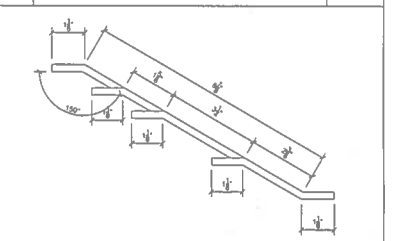
102	TINE #102	6" = 1'-0"



103	TINE #103	6" = 1'-0"



104	TINE #104	6" = 1'-0"



105	TINE #105	6" = 1'-0"

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Ren. 08-30-2027
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Revisions

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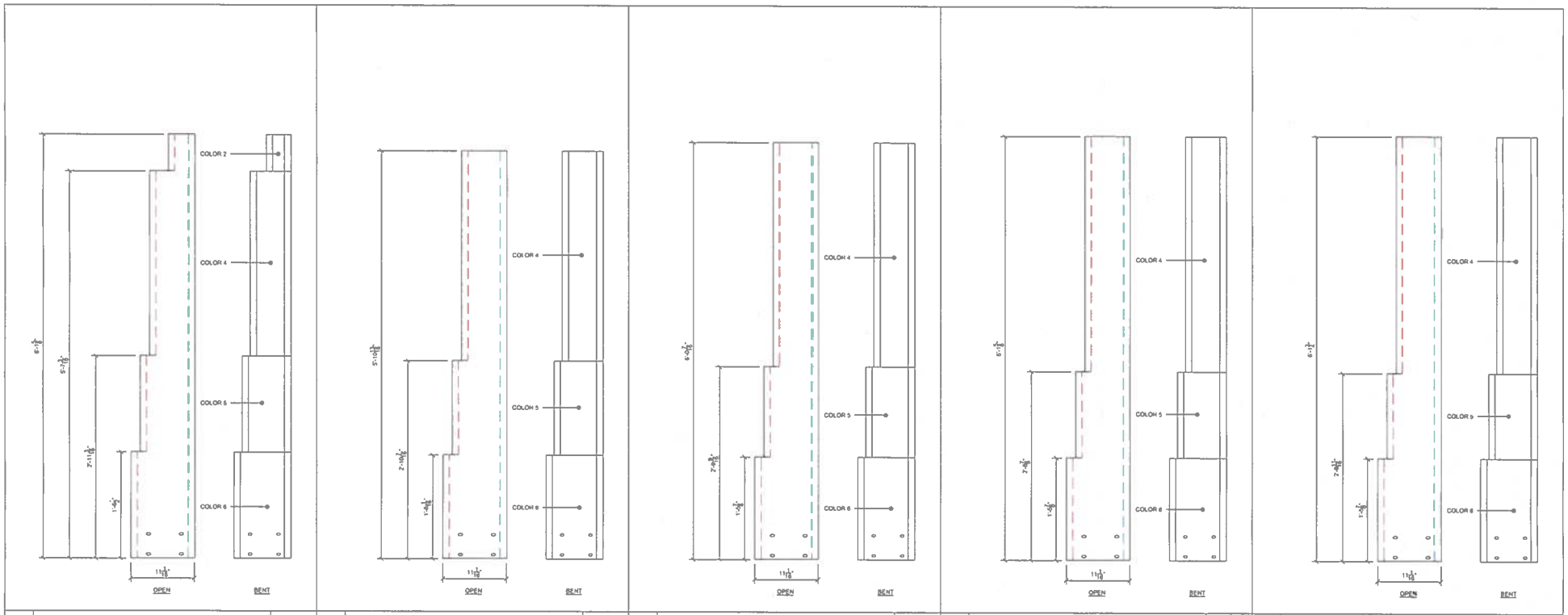
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

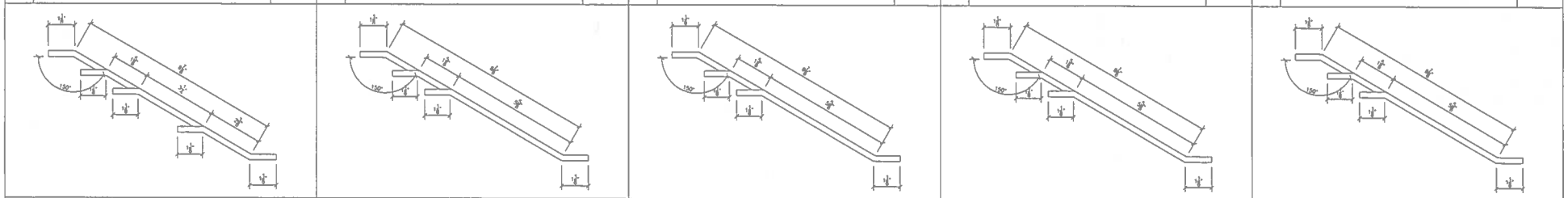
VOC TINES

RECOMMENDED FOR BIDDING BY: Lynak Eam DATE: 3/25/26
Lynak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-25



106	TINE #106	1 1/2" = 1'-0"	107	TINE #107	1 1/2" = 1'-0"	108	TINE #108	1 1/2" = 1'-0"	109	TINE #109	1 1/2" = 1'-0"
110	TINE #110	1 1/2" = 1'-0"									



106	TINE #106	6" = 1'-0"	107	TINE #107	6" = 1'-0"	108	TINE #108	6" = 1'-0"	109	TINE #109	6" = 1'-0"
110	TINE #100	6" = 1'-0"									

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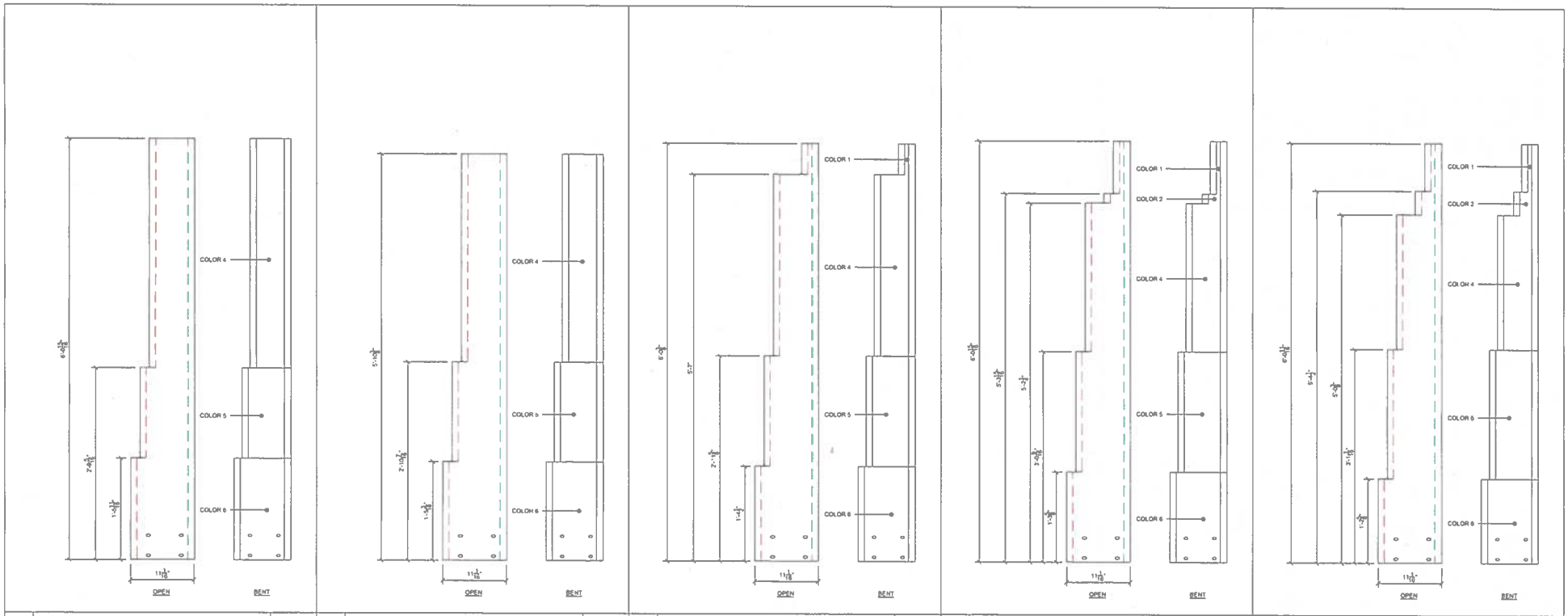
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

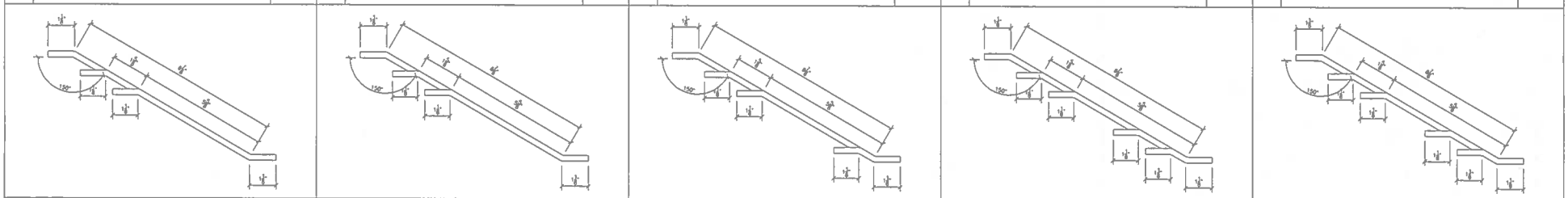
VOC TINES

RECOMMENDED FOR BIDDING BY: Lynak Eam DATE: 3/25/26
Lynak Eam, P.E., P/W Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-26



111	TINE #111	1 1/2" = 1'-0"	112	TINE #112	1 1/2" = 1'-0"	113	TINE #113	1 1/2" = 1'-0"	114	TINE #114	1 1/2" = 1'-0"
115	TINE #115	1 1/2" = 1'-0"									



111	TINE #111	6" = 1'-0"	112	TINE #112	6" = 1'-0"	113	TINE #113	6" = 1'-0"	114	TINE #114	6" = 1'-0"
115	TINE #115	6" = 1'-0"									

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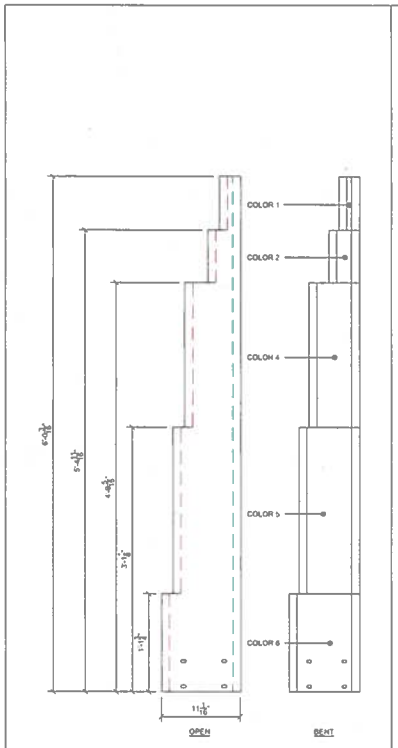
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE AT PENITENCIA EAST CHANNEL

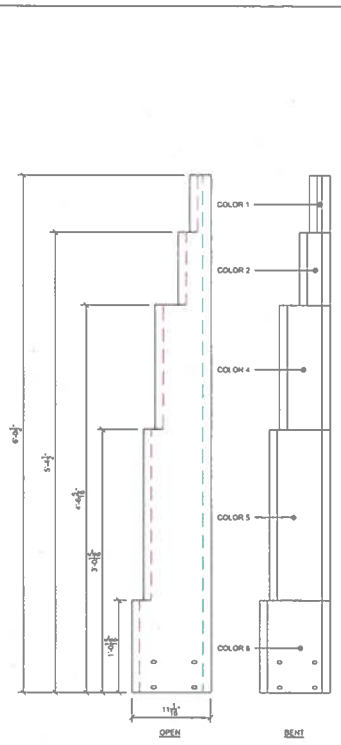
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

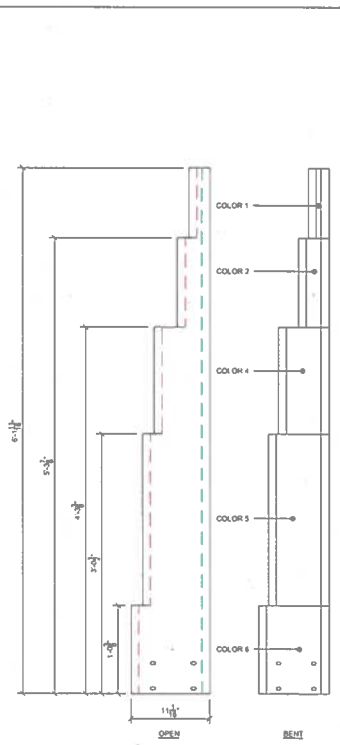
PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-27



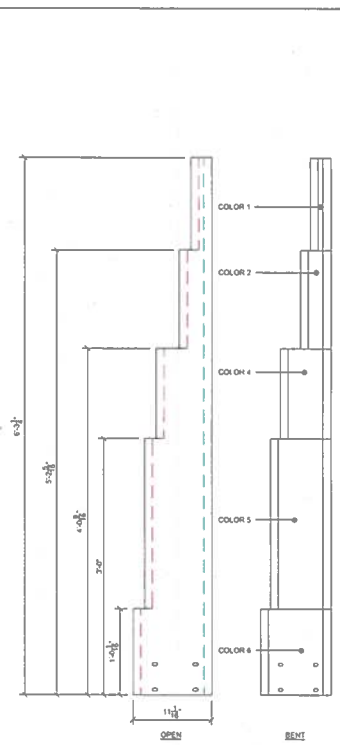
116	TINE #116	1 1/2" = 1'-0"



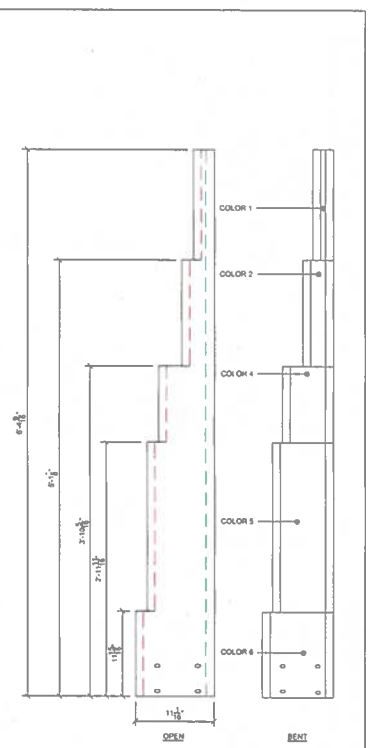
117	TINE #117	1 1/2" = 1'-0"



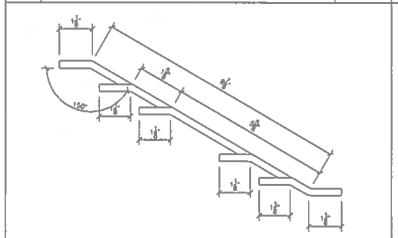
118	TINE #118	1 1/2" = 1'-0"



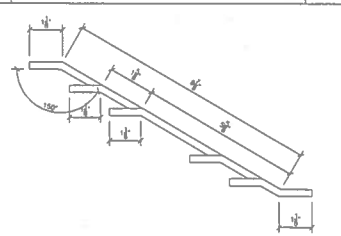
119	TINE #119	1 1/2" = 1'-0"



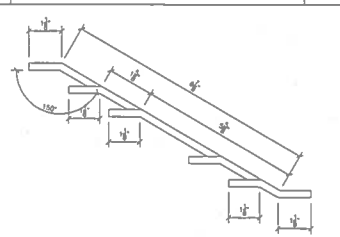
120	TINE #120	1 1/2" = 1'-0"



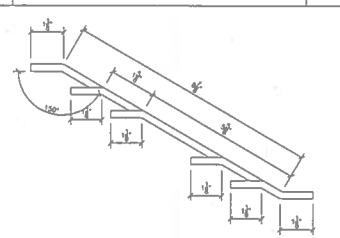
116	TINE #116	6" = 1'-0"



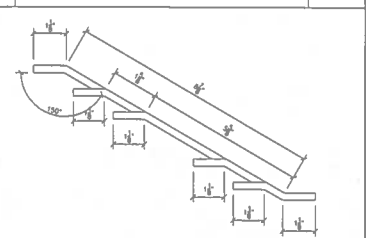
117	TINE #117	6" = 1'-0"



118	TINE #118	6" = 1'-0"



119	TINE #119	6" = 1'-0"



120	TINE #120	6" = 1'-0"

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Designer Stamp

LICENSED ARCHITECT
William E. Gould
C-23919
Ren 08-30-2027
STATE OF CALIFORNIA

Record Drawings

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

Drawn By: AR Date: 11/14/25
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Revisions

Num.	Description	Engr. Apv.	Date
1	BID SET REVISIONS		3/13/26

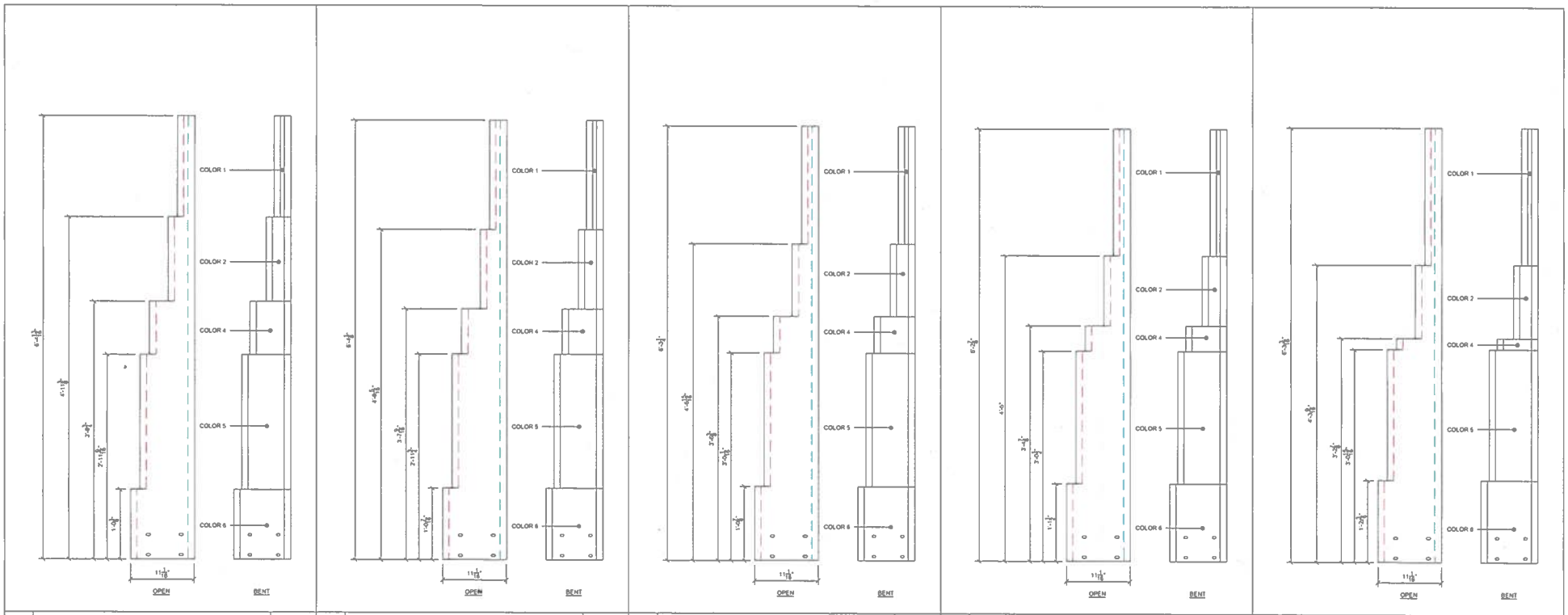
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

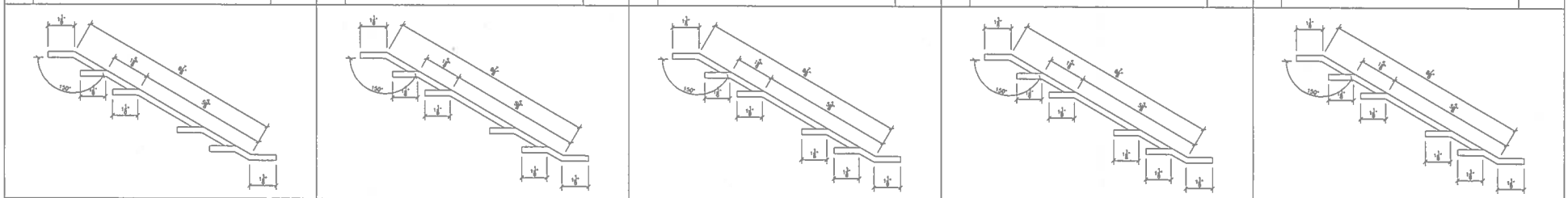
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-28



121	TINE #121	1 1/2" = 1'-0"	122	TINE #122	1 1/2" = 1'-0"	123	TINE #123	1 1/2" = 1'-0"	124	TINE #124	1 1/2" = 1'-0"	125	TINE #125	1 1/2" = 1'-0"



121	TINE #121	6" = 1'-0"	122	TINE #122	6" = 1'-0"	123	TINE #123	6" = 1'-0"	124	TINE #124	6" = 1'-0"	125	TINE #125	6" = 1'-0"

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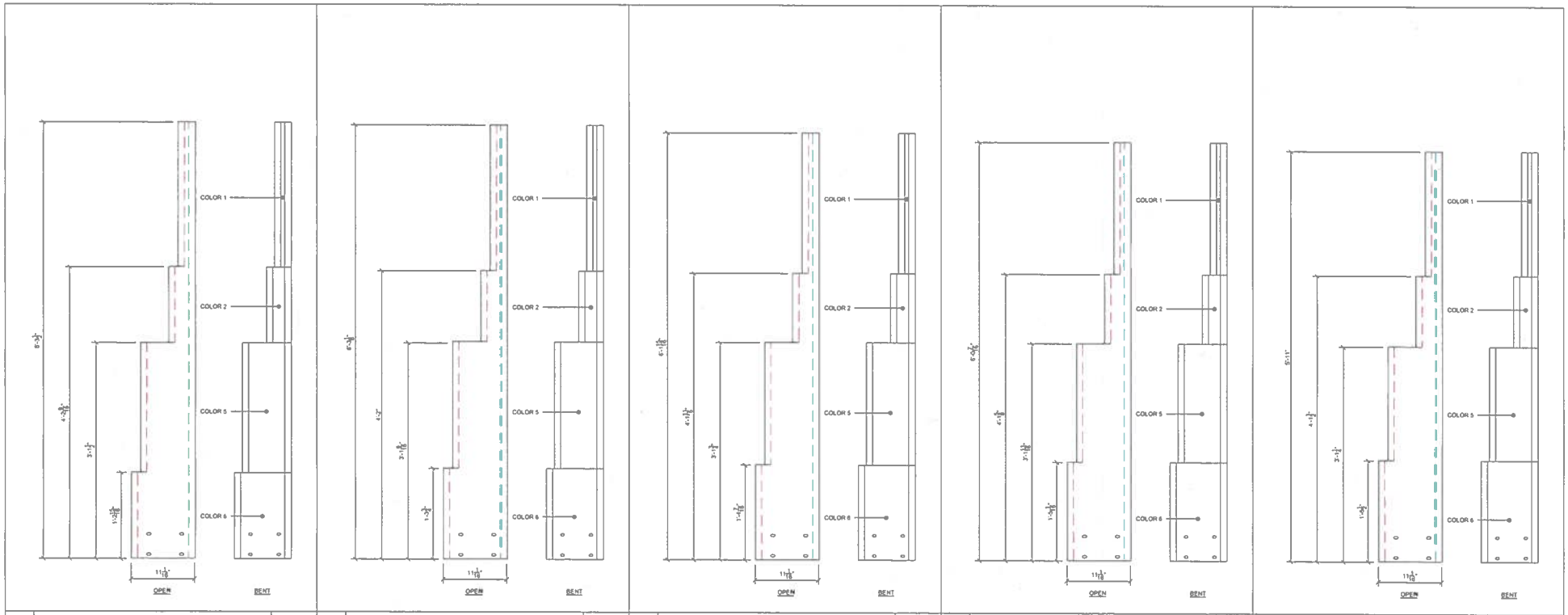
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

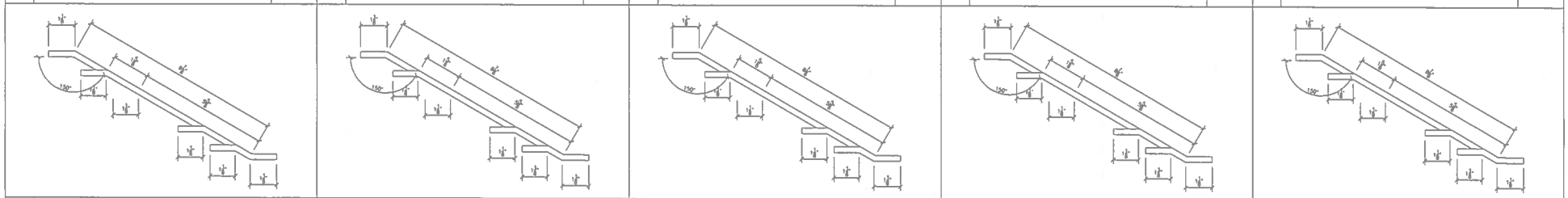
VOC TINES

RECOMMENDED FOR BIDDING BY: Lynak Eam DATE: 3/25/26
Lynak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-29



126	TINE #126	1 1/2" = 1'-0"	127	TINE #127	1 1/2" = 1'-0"	128	TINE #128	1 1/2" = 1'-0"	129	TINE #129	1 1/2" = 1'-0"	130	TINE #130	1 1/2" = 1'-0"



126	TINE #126	6" = 1'-0"	127	TINE #127	6" = 1'-0"	128	TINE #128	6" = 1'-0"	129	TINE #129	6" = 1'-0"	130	TINE #130	6" = 1'-0"

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CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
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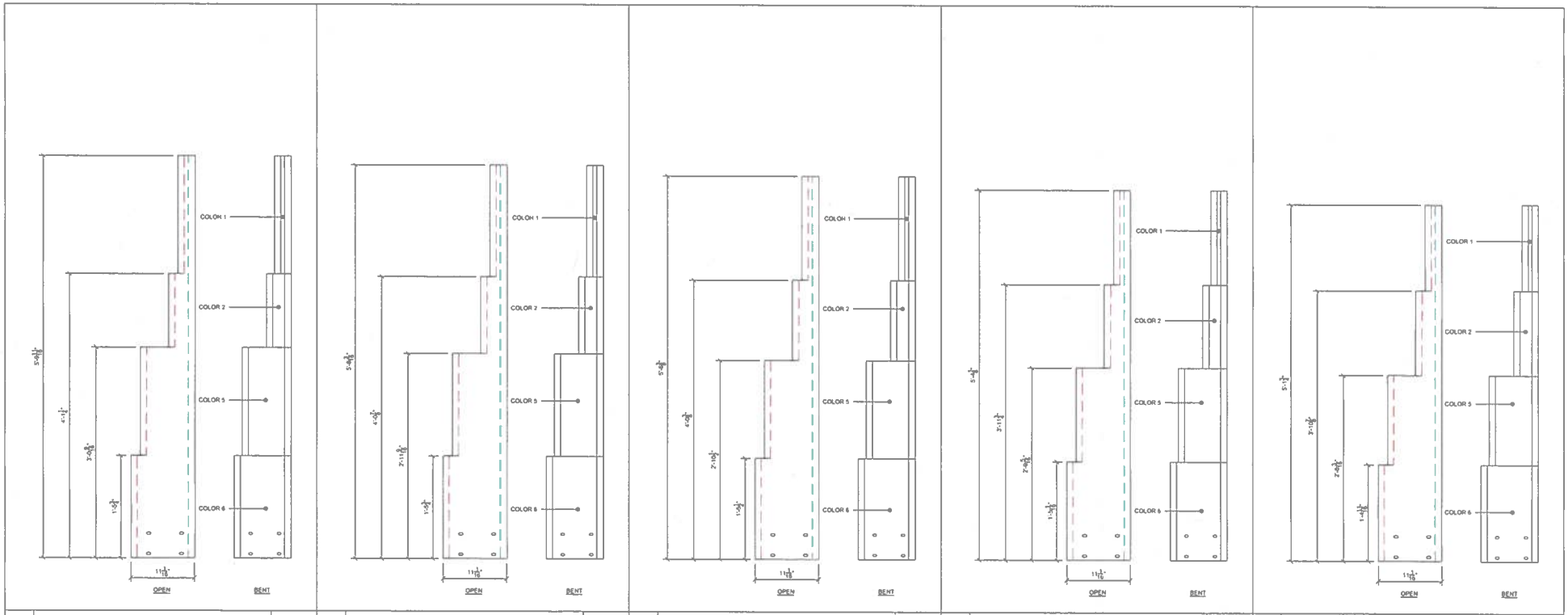
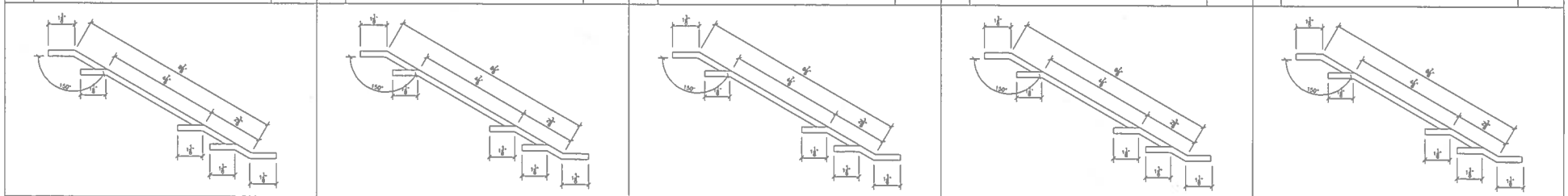
SCALE: AS NOTED
SHEET A-30



131	TINE #131	1 1/2" = 1'-0"	132	TINE #132	1 1/2" = 1'-0"	133	TINE #133	1 1/2" = 1'-0"	134	TINE #134	1 1/2" = 1'-0"	135	TINE #135	1 1/2" = 1'-0"



131	TINE #131	6" = 1'-0"	132	TINE #132	6" = 1'-0"	133	TINE #133	6" = 1'-0"	134	TINE #134	6" = 1'-0"	135	TINE #135	6" = 1'-0"

CONSTRUCTION DOCUMENTS

ARTiK
ART & ARCHITECTURE
394-A Umbarger Rd
San Jose, CA 95111
Phone 408.224.9890
Fax 408.224.9891
www.ArtikA3.com

Designer Stamp

LICENSED ARCHITECT
William E. Gould
C-23919
Exp. 08-30-2027
STATE OF CALIFORNIA

Record Drawings

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

Drawn By: AR Date: 11/14/25
Checked By: ___ Date: ___
Designed By: ___ Date: ___

Revisions

Num.	Description	Engr. Apvr.	Date
1	BID SET REVISIONS		3/13/26

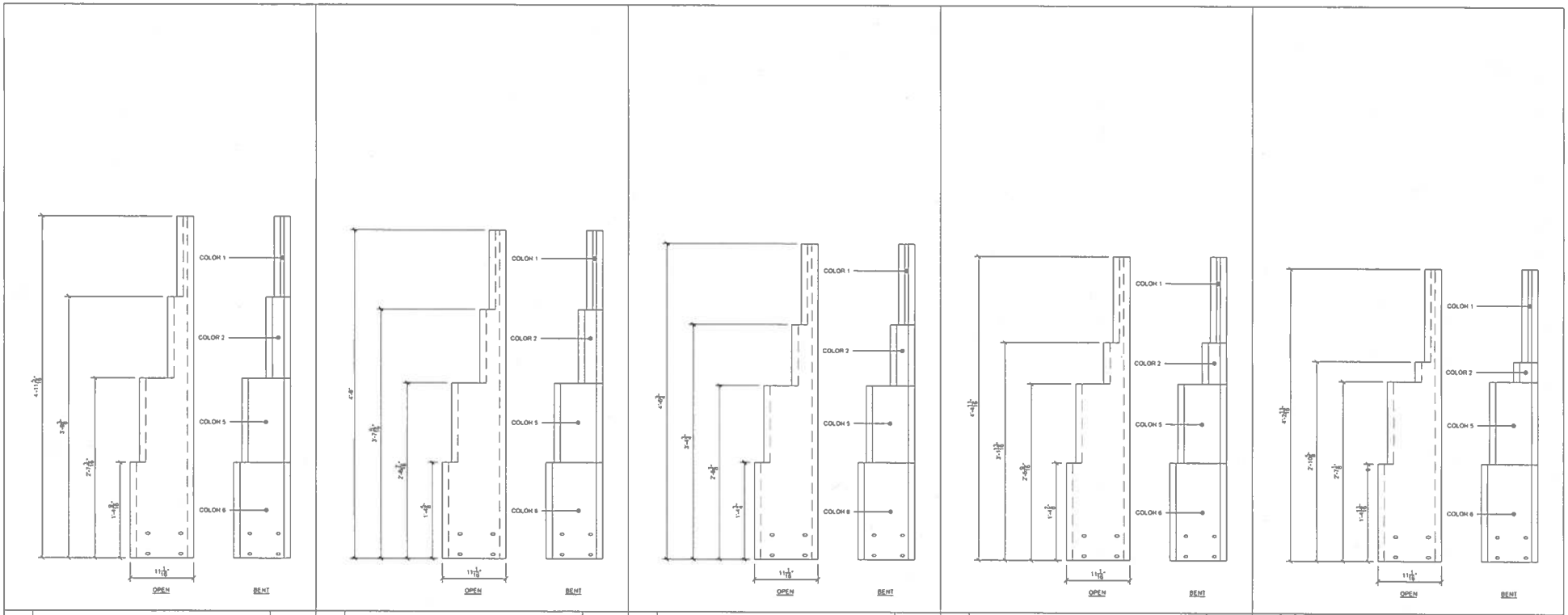
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

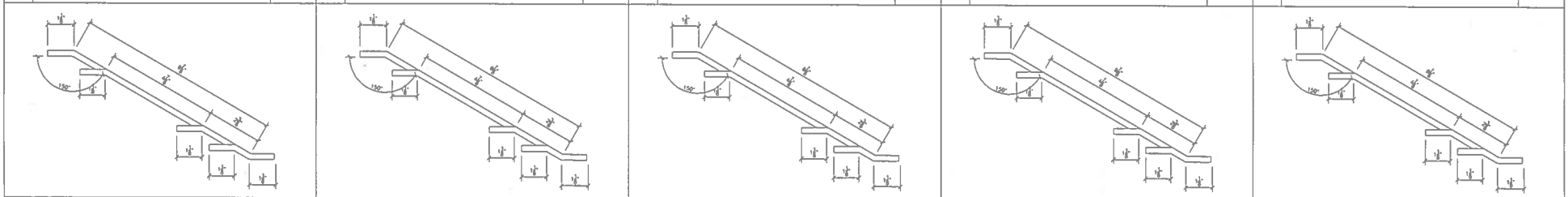
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-31



136	TINE #136	1 1/2" = 1'-0"	137	TINE #137	1 1/2" = 1'-0"	138	TINE #138	1 1/2" = 1'-0"	139	TINE #139	1 1/2" = 1'-0"	140	TINE #140	1 1/2" = 1'-0"



136	TINE #136	6" = 1'-0"	137	TINE #137	6" = 1'-0"	138	TINE #138	6" = 1'-0"	139	TINE #139	6" = 1'-0"	140	TINE #140	6" = 1'-0"

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Rev: 08-30-2027
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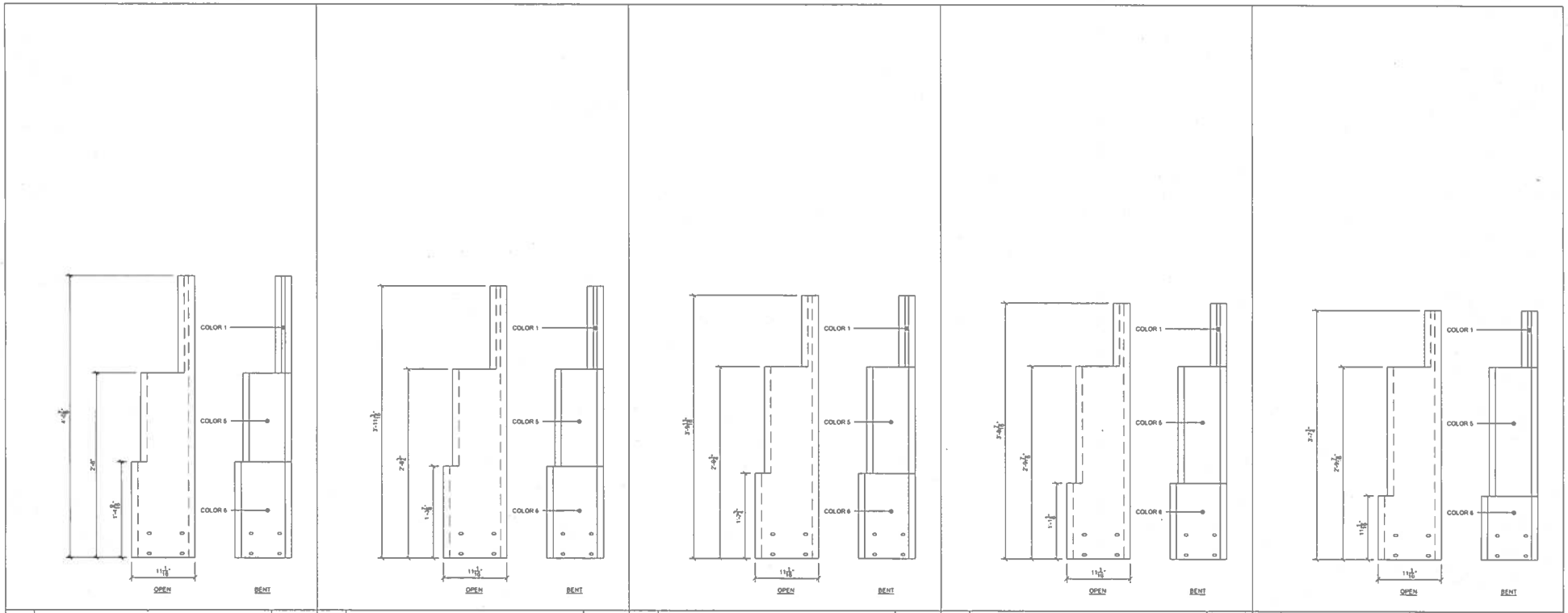
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

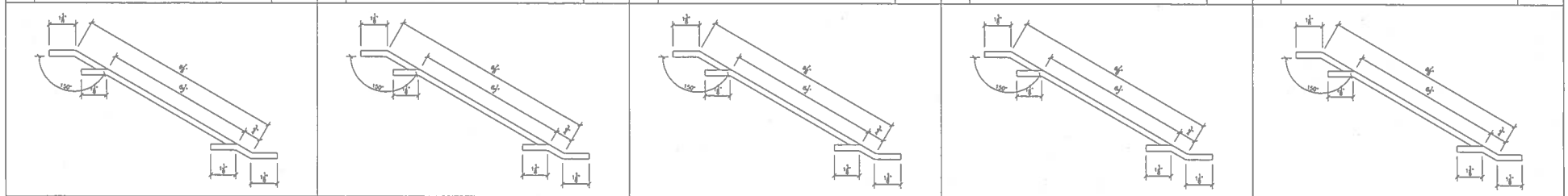
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-32



141	TINE #141	1 1/2" = 1'-0"	142	TINE #142	1 1/2" = 1'-0"	143	TINE #143	1 1/2" = 1'-0"	144	TINE #144	1 1/2" = 1'-0"	145	TINE #145	1 1/2" = 1'-0"



141	TINE #141	6" = 1'-0"	142	TINE #142	6" = 1'-0"	143	TINE #143	6" = 1'-0"	144	TINE #144	6" = 1'-0"	145	TINE #145	6" = 1'-0"

CONSTRUCTION DOCUMENTS

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Record Drawings

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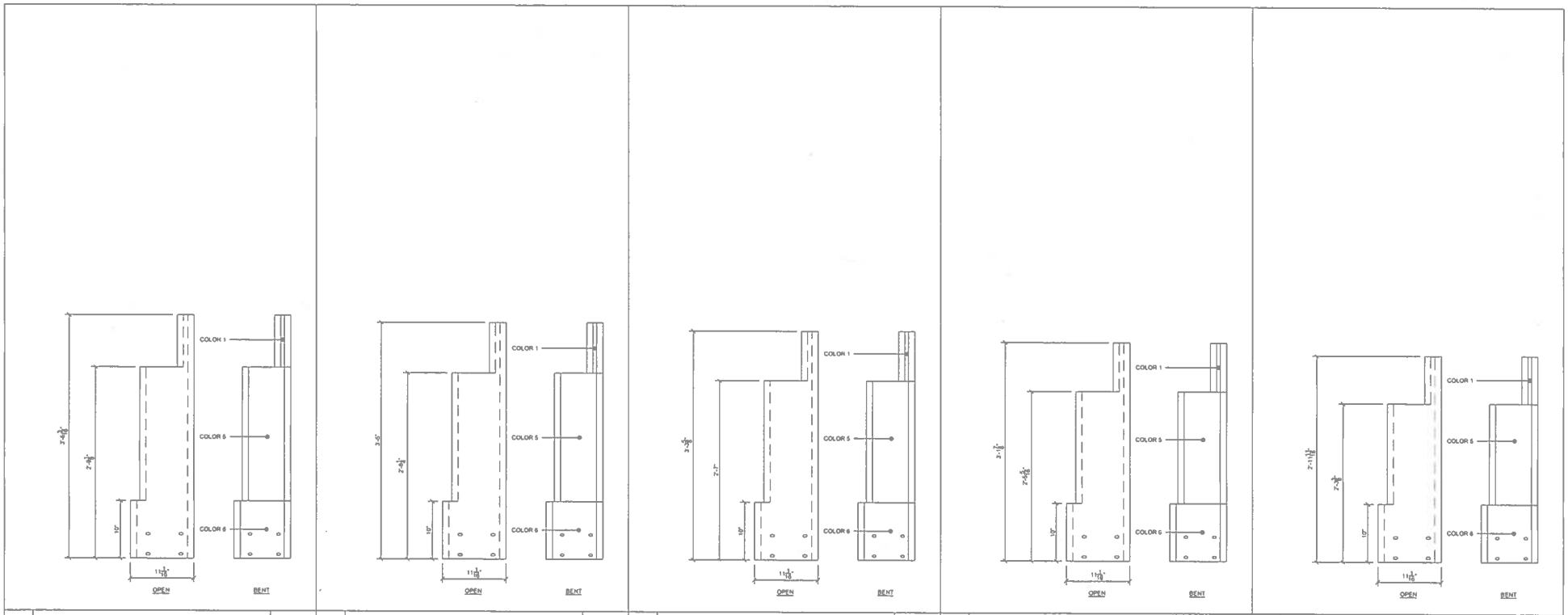
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

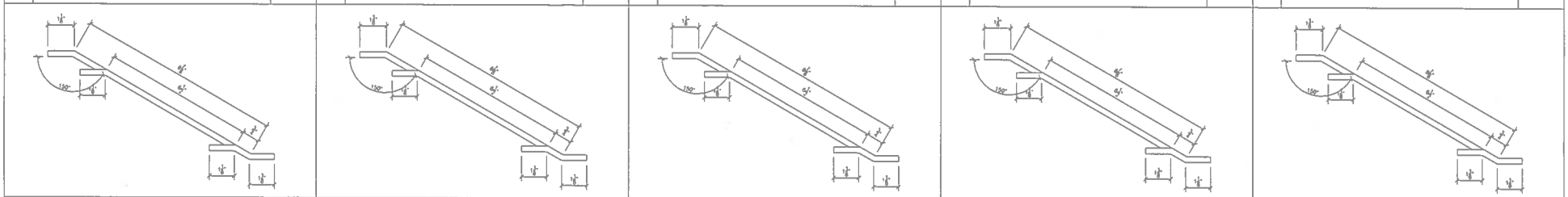
VOC TINES

RECOMMENDED FOR BIDDING BY: Lynak Eam DATE: 3/25/26
Lynak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-33



146	TINE #146	1 1/2" = 1'-0"	147	TINE #147	1 1/2" = 1'-0"	148	TINE #148	1 1/2" = 1'-0"	149	TINE #149	1 1/2" = 1'-0"	150	TINE #150	1 1/2" = 1'-0"



146	TINE #146	6" = 1'-0"	147	TINE #147	6" = 1'-0"	148	TINE #148	6" = 1'-0"	149	TINE #149	6" = 1'-0"	150	TINE #150	6" = 1'-0"

CONSTRUCTION DOCUMENTS

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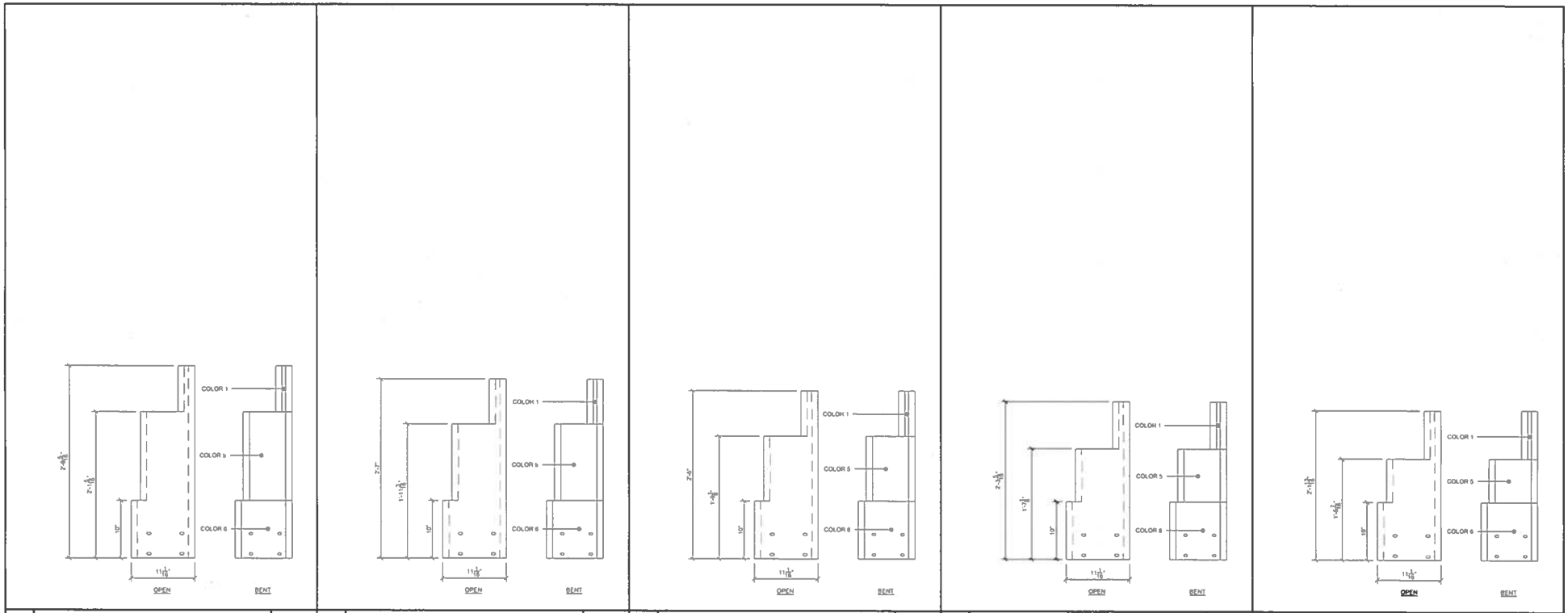
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

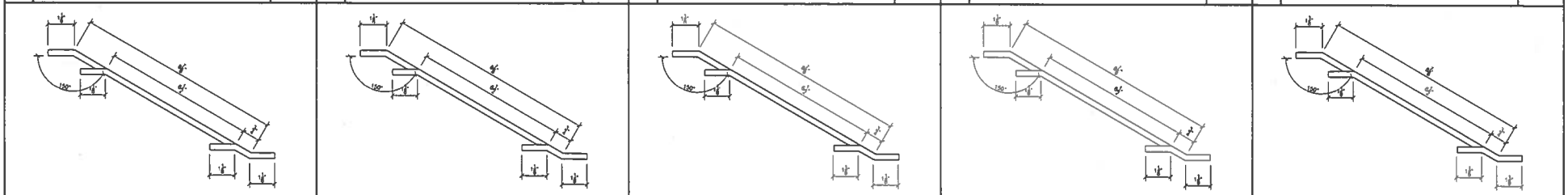
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-34



151	TINE #151	1 1/2" = 1'-0"	152	TINE #152	1 1/2" = 1'-0"	153	TINE #153	1 1/2" = 1'-0"	154	TINE #154	1 1/2" = 1'-0"
155	TINE #155	1 1/2" = 1'-0"									



151	TINE #151	6" = 1'-0"	152	TINE #152	6" = 1'-0"	153	TINE #153	6" = 1'-0"	154	TINE #154	6" = 1'-0"
155	TINE #155	6" = 1'-0"									

CONSTRUCTION DOCUMENTS

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394-A Umbarger Rd
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Phone 408.224.9890
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Designer Stamp

LICENSED ARCHITECT
William E Gould
C-23919
Ren: 08-30-2027
STATE OF CALIFORNIA

Record Drawings

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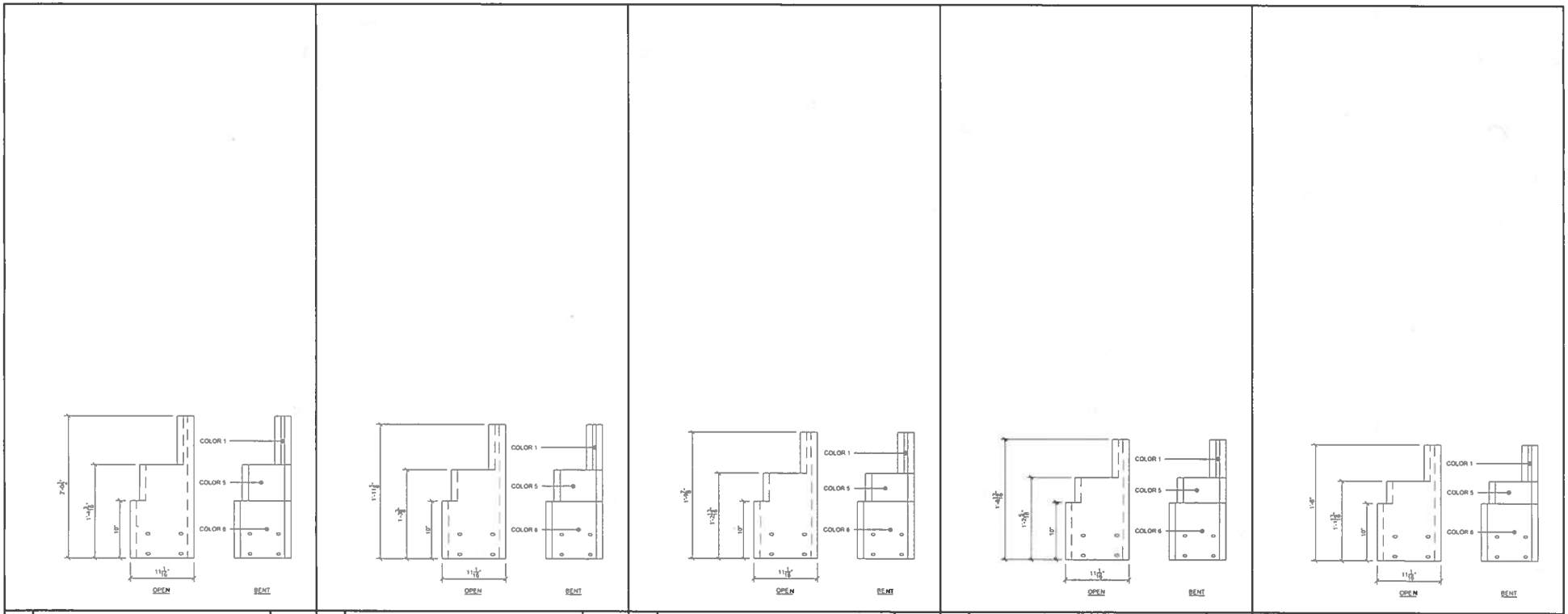
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

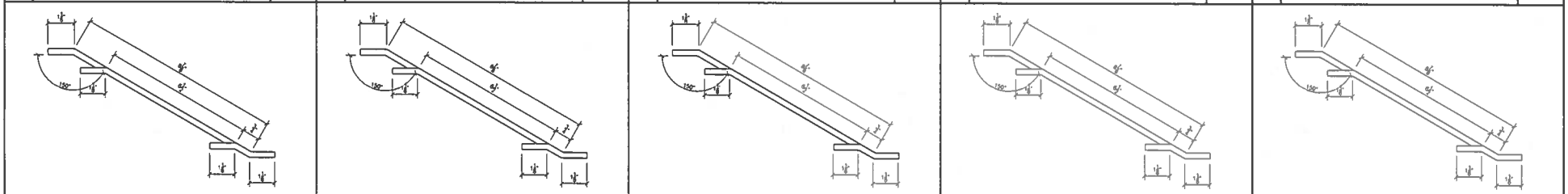
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-35



156	TINE #156	1 1/2" = 1'-0"	157	TINE #157	1 1/2" = 1'-0"	158	TINE #158	1 1/2" = 1'-0"	159	TINE #159	1 1/2" = 1'-0"
160	TINE #160	1 1/2" = 1'-0"									



156	TINE #156	6" = 1'-0"	157	TINE #157	6" = 1'-0"	158	TINE #158	6" = 1'-0"	159	TINE #159	6" = 1'-0"
160	TINE #160	6" = 1'-0"									

CONSTRUCTION DOCUMENTS

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San Jose, CA 95111
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Designer Stamp

LICENSED ARCHITECT * STATE OF CALIFORNIA *
William E Gould
C-23919
Ren. 08-30-2027

Record Drawings

Designer _____ Date _____
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Project Engineer _____ Date _____
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the City Council on _____ Res. No. _____

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Checked By: ___ Date: ___
Designed By: ___ Date: ___

Revisions

Num.	Description	Engr. Aprv.	Date
1	60 SET REVISIONS		3/13/26

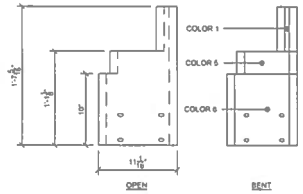
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

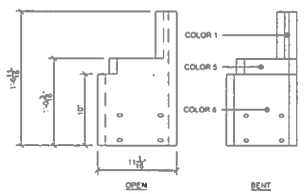
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

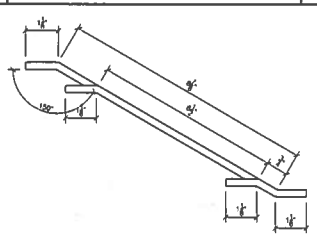
PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-36



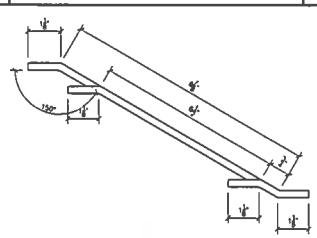
161	TINE #161	1 1/2" = 1'-0"



162	TINE #162	1 1/2" = 1'-0"



161	TINE #161	6" = 1'-0"



162	TINE #162	6" = 1'-0"

CONSTRUCTION DOCUMENTS

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394-A Umbarger Rd
San Jose, CA 95111
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Fax 408.224.9891
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Designer Stamp

LICENSED ARCHITECT
William E. Gould
C-23919
Ren. 08-30-2027
STATE OF CALIFORNIA

Record Drawings

Designer _____ Date _____
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Public Improvements Initially Accepted by
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Drawn By: AR Date: 11/14/25
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Revisions

Num.	Description	Engr. Apv.	Date
1	BID SET REVISIONS		3/13/26

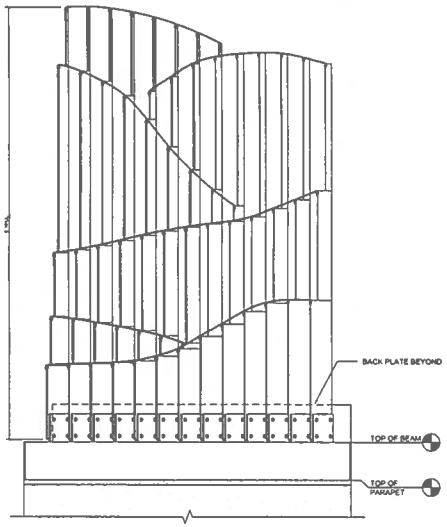
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

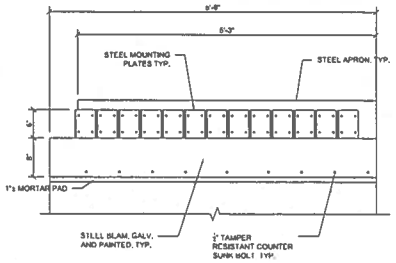
VOC TINES

RECOMMENDED FOR BIDDING BY: Lyhan Eam DATE: 3/25/26
Lyhan Eam, P.E., P/W Division Manager - Engineering

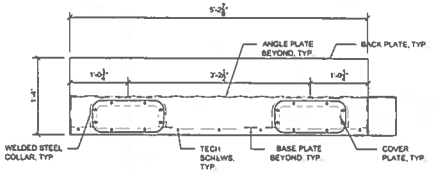
PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/13/26
SCALE: AS NOTED
SHEET A-37



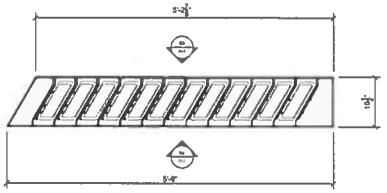
01 FRONT COMPLETE ELEVATION (CREEK SIDE) 1" = 1'-0"



02 FRONT ELEVATION (CREEK SIDE) 1" = 1'-0"



03 BACK ELEVATION (ROAD SIDE) 1" = 1'-0"



04 PLAN VIEW 1" = 1'-0"

ARTiK
ART & ARCHITECTURE
394-A Umbarger Rd
San Jose, CA 95111
Phone 408.224.9890
Fax 408.224.9891
www.ArtikA3.com

Project Title:
VOC PROTOTYPE
TINES 87 - 99

No	Revisions/Submissions	Date

Drawing Title:
DRAWINGS

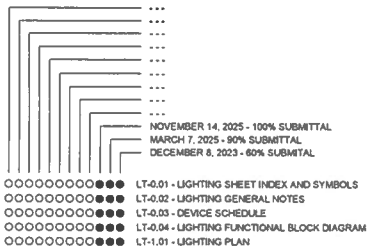
Drawing No.
P-1

Project No.
192033

Plot Date: 3/12/2026 7:28:30 PM

CITY OF MILPITAS - VOC BRIDGE - LIGHTING DESIGN

SHEET INDEX



NOVEMBER 14, 2025 - 100% SUBMITTAL
MARCH 7, 2025 - 90% SUBMITTAL
DECEMBER 8, 2023 - 60% SUBMITAL

LT-0.01 - LIGHTING SHEET INDEX AND SYMBOLS
LT-0.02 - LIGHTING GENERAL NOTES
LT-0.03 - DEVICE SCHEDULE
LT-0.04 - LIGHTING FUNCTIONAL BLOCK DIAGRAM
LT-1.01 - LIGHTING PLAN

LUMINAIRE TYPE DESCRIPTION

TYPE	DESCRIPTION
A	SURFACE CEILING MOUNT
B	WALL MOUNT
C	PENDANT / SUSPENDED
D	RECESSED OR SEMI-RECESSED CEILING MOUNT
F	FIBER OPTIC SYSTEM
G	GROUND MOUNT
H	SCENICALLY INTEGRATED / SCENERY MOUNT
J	JUNCTION BOX
K	STEPLIGHT
L	LINEAR (NON-CONTINOUS)
M	CONTINUOUS / FLEXIBLE / FESTOON
N	ACCENT / FLOODLIGHT
P	POLE / LAMPPOST / BOLLARD / PIPE
Q	DIMMING / CONTROL EQUIPMENT
R	POWER SUPPLIES (REMOTE)
S	THEATRICAL
T	TRACK AND TRACK MOUNTED FIXTURES
U	UNDERWATER
W	IN GROUND / BURIAL MOUNT
Y	SPECIALTY / FANS / LUMINOUS PANELS
Z	CUSTOM AND HIGHLY THEMED LUMINAIRES - NO SUBSTITUTIONS

LUMINAIRE AND CONTROL DEVICE SYMBOL LEGEND

- ADJUSTABLE ACCENT
- C-C-C COLD CATHODE
- DOWNLIGHT
- LUMINAIRE SHOWN IN ELEVATION
- FAN WITH LIGHT KIT
- FLOOD DIRECTIONAL
- FLOOD DIRECTIONAL WITH DUPLEX
- SPOT DIRECTIONAL
- SPOT DIRECTIONAL WITH DUPLEX
- IN-GRADE
- JUNCTION BOX - SURFACE MOUNT
- JUNCTION BOX - WALL MOUNT
- LAMP POST
- LINEAR (CONTINUOUS)
- MOVING LIGHT
- MULTI-HEAD ADJUSTABLE
- N-N-N NEON
- PENDANT MOUNT
- (P) POWER SUPPLY
- (F) FIBER OPTIC ILLUMINATOR
- (W) WINDOW BOX
- (S) SCENICALLY INTEGRATED / SPECIAL
- PENDANT MOUNT LINEAR
- SURFACE MOUNT LINEAR
- RECESSED MOUNT LINEAR
- STEP LIGHT
- SURFACE MOUNT
- TRACK
- TRACK HEAD
- UNDERWATER - RECESSED MOUNT
- UNDERWATER - SURFACE MOUNT
- UNDERWATER - NICHE MOUNT
- WALL WASH
- WALL MOUNT
- WALL MOUNT WITH DUPLEX
- DIMMING AND CONTROL RACK

SWITCH AND OUTLET PLUG-BOX KEY

SYMBOL	DESCRIPTION
$	SWITCH - (ADD DESIGNATOR FOR DIMMER / OCCUPANCY SENSOR)
$3	SWITCH - 3 WAY
$B	SWITCH - CONTROL SYSTEM BUTTON STATION
$3D	SWITCH - 3 WAY DIMMER
$2D	SWITCH - 2 WAY DIMMER
$D	SWITCH - DIMMER
$F	SWITCH - FUSED
$K	SWITCH - KEYED
$M	SWITCH MOMENTARY CONTACT
$P	SWITCH - WITH PILOT LIGHT
	DATA JACK (PROGRAMMING PORT)
S	SENSOR (MOTION, DAYLIGHT ETC.)

DECORATIVE LUMINAIRE SYMBOL LEGEND

- DECORATIVE ELEVATION
- DECORATIVE SURFACE MOUNT
- DECORATIVE PENDANT
- DECORATIVE WALL MOUNT
- DECORATIVE WALL MOUNT WITH DUPLEX

LUMINAIRE AND DEVICE KEY

TYPE UNIT — LUMINAIRE TYPE / UNIT NUMBER

Visual Terrain, Inc.
25213 Avenue Tibbitts
Santa Clarita, CA 91355
Phone 661-775-7758
Fax 661-775-7708
www.visualterrain.net

Designer Stamp

Record Drawings

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

Drawn By: MP Date: 03/07/25
Checked By: MP Date: 03/07/25
Designed By: MP Date: 03/07/25

Revisions

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CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

LIGHTING SHEET INDEX AND SYMBOLS

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LIGHTING GENERAL NOTES

GENERAL PROVISIONS

1. SYSTEM INTEGRATOR SHALL MEAN THE CONTRACTOR IS RESPONSIBLE TO PROVIDE, FURNISH AND/OR INSTALL AS NOTED, THE SPECIALTY LIGHTING EQUIPMENT, DIMMING AND CONTROL SYSTEMS.
2. LIGHTING DESIGNER / OWNER'S LIGHTING REPRESENTATIVE / VISUAL TERRAIN INC. SHALL MEAN THE PARTY RESPONSIBLE FOR THE DESIGN OF THE LIGHTING SYSTEM.
3. ELECTRICAL CONTRACTOR TO PROVIDE AND INSTALL ALL FACILITY (NON-SHOW) LIGHTING AND WORK LIGHTING AS SHOWN AND SPECIFIED IN ELECTRICAL ENGINEERING DRAWINGS AND SPECIFICATIONS.
4. PROVIDE ALL MATERIALS AS DETAILED ON DRAWINGS AND/OR SCHEDULES, AND LABOR AS REQUIRED TO ACHIEVE A COMPLETE AND OPERATING LIGHTING SYSTEM.
5. COORDINATE AND OBTAIN APPROVALS FROM ALL RESPECTIVE UTILITY COMPANIES OR REGULATORY AGENCIES AS REQUIRED FOR A COMPLETE AND OPERATING INSTALLATION.
6. ELECTRICAL CONTRACTOR SHALL PERFORM ALL WORK IN STRICT ACCORDANCE WITH ALL LOCAL, NATIONAL AND BEHIND GOVERNING CODES. WORK NOT IN CONFORMANCE WITH APPLICABLE CODES SHALL BE BROUGHT INTO COMPLIANCE AT NO ADDITIONAL COST TO THE OWNER.
7. ALL ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED. ALL EQUIPMENT SHALL BE LISTED, LABELED OR CERTIFIED BE A NATIONALLY RECOGNIZED TESTING LABORATORY.
8. ALL EQUIPMENT SHALL BE FACTORY TESTED TO ENSURE PROPER OPERATION PRIOR TO SHIPMENT TO JOB SITE.
9. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ELECTRICAL PERMITS AND INSPECTION FEES. IT IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO SCHEDULE ALL ELECTRICAL INSPECTIONS REQUIRED BY THE BUILDING DEPARTMENT AND SERVING UTILITIES.
10. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP RELATED TO THE ELECTRICAL INSTALLATION FOR A MINIMUM PERIOD OF ONE YEAR FROM THE DATE WHICH THE OWNER ACCEPTS THE FINISHED PROJECT. ANY DEFECTS IN MATERIALS OR WORKMANSHIP DURING THIS GUARANTEED PERIOD SHALL BE CORRECTED BY THE ELECTRICAL CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER OR TENANT.
11. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR SHALL VISIT SITE TO VERIFY ALL EXISTING CONDITIONS TO BE ENCOUNTERED IN THE INSTALLATION OF ALL NEW EQUIPMENT, FIXTURES, DEVICES, FEEDERS, ETC. EXACT INSTALLATION METHOD AND REQUIREMENTS SHALL BE VERIFIED AND DETERMINED PRIOR TO BID DATE. ELECTRICAL CONTRACTOR SHALL IMMEDIATELY NOTIFY LIGHTING DESIGNER/OWNER'S LIGHTING REPRESENTATIVE OF ANY REQUIRED MODIFICATIONS THAT ARE NOT SHOWN ON THE DRAWINGS. SUBMITTAL OF BID INDICATES ELECTRICAL CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED.
12. ALL EQUIPMENT, ELECTRICAL CHARACTERISTICS, LOCATIONS, AND CONNECTION REQUIREMENTS SHALL BE VERIFIED PRIOR TO ANY ROUGH-IN WORK.
13. COMPLETE ELECTRICAL SYSTEM SHALL BE GROUNDED IN ACCORDANCE WITH LOCAL AND NEC REGULATIONS.
14. ELECTRICAL CONTRACTOR SHALL BE LICENSED BY THE JURISDICTION WHERE THE PROJECT IS LOCATED AND CAPABLE OF EMPLOYING THE PROPER LABOR FORCE NECESSARY TO COMPLETE THE INSTALLATION AS INSTRUCTED BY THE OWNER.
15. PROVIDE SHIPMENT OF ALL LIGHTING AND RELATED EQUIPMENT TO THE JOB SITE.
16. DELIVERY OF EQUIPMENT TO THE JOB SITE SHALL BE IN CLEARLY IDENTIFIED CRATES, CARTONS OR APPROPRIATE SHIPPING CONTAINERS AS TO ITEM, QUANTITY, AND INSTALLATION LOCATION.
17. EMERGENCY WARRANTY REPAIRS SHALL BE PERFORMED WITHIN TWENTY-FOUR (24) HOURS OF NOTIFICATION WHEN A SYSTEM OR COMPONENT MALFUNCTIONS DURING USE.
18. ALL WARRANTY REPAIRS SHALL BE PERFORMED BY QUALIFIED PERSONNEL IN THE REGULAR EMPLOY OF THE MANUFACTURER AND SHALL NOT BE SUBCONTRACTED OR ASSIGNED WITHOUT THE WRITTEN CONSENT OF THE OWNER. IN NO CASE SHALL THE MANUFACTURER BE RELIEVED OF RESPONSIBILITY FOR THE PERFORMANCE OF WARRANTY REPAIRS.
19. THE ELECTRICAL CONTRACTOR SHALL NOTIFY LIGHTING DESIGNER/OWNER'S LIGHTING REPRESENTATIVE OF ANY PROVISION OF THIS SPECIFICATION THAT IS IN CONFLICT WITH LOCAL OR NATIONAL CODES AND AN ADDENDUM SHALL BE ISSUED TO CORRECT THE SPECIFICATION. LOCAL OR NATIONAL CODE WILL TAKE PRECEDENCE.
20. ALL MEASUREMENTS FOUND IN LIGHTING PLANS ARE APPROXIMATE. ELECTRICAL CONTRACTOR IS REQUIRED TO MAKE FIELD MEASUREMENTS BASED ON ACTUAL SITE CONDITIONS TO DEVELOP COMPLETE ORDERS AND INSTALL SYSTEMS PER DRAWINGS AND SPECIFICATIONS.
21. EMERGENCY EGRESS LIGHTING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR IN CONSULTATION WITH THE LIGHTING DESIGNER/OWNER'S LIGHTING REPRESENTATIVE. ANY LIGHTING FIXTURE USED ALSO AS EMERGENCY LIGHTING FIXTURES MUST RETAIN CONTROL AS DEFINED BY LIGHTING DESIGNER/OWNER'S LIGHTING REPRESENTATIVE TO ENSURE DESIGN INTENT IS MAINTAINED.
22. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR SHALL PROPERLY "RING-OUT" AND VERIFY ALL CIRCUITRY (DIMMING, AND CONTROL PRIOR TO TEST AND ADJUST/COMMISSIONING PHASE COMMENCING.
23. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO REFER TO INTERIOR, EXTERIOR, ARCHITECTURAL LIGHTING SCENIC DRAWINGS, AND SPECIFICATION PACKAGES FOR ALL MOUNTING HEIGHTS AND DETAILS FOR SPECIAL MOUNTING REQUIREMENTS.
24. ELECTRICAL CONTRACTOR SERVICES SHALL INCLUDE NECESSARY COORDINATION WITH SYSTEM INTEGRATOR OR ENGINEERING AND PROJECT MANAGEMENT TO INTERFACE WITH OWNER, CONSULTANTS, ARCHITECTS, OTHER CONTRACTORS AND ALL OTHER PARTIES NECESSARY TO PROVIDE A COMPLETE AND WORKING LIGHTING SYSTEM.
25. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR SERVICES MAY INCLUDE SITE VISITS AND OR ATTENDANCE AT COORDINATION MEETINGS WITH INSTALLATION PERSONNEL. A MINIMUM OF FIVE (5) SITE VISITS AND FIVE (5) COORDINATION MEETINGS ARE REQUIRED DURING PROJECT DURATION SHALL BE INCLUDED IN BASE BID. ADDITIONAL MEETINGS, AS REQUIRED, WILL BE NEGOTIABLE.
26. SYSTEM INTEGRATOR SHALL PROPERLY COORDINATE THE INSTALLATION AND SET UP OF THE SPECIALTY FIXTURE AND CONTROL EQUIPMENT (E.G. DMX, ETHERNET, RS232, SMPTE ETC.) ON THE JOB SITE REGARDLESS OF THE MANUFACTURER OF THE FIXTURES OR CONTROL EQUIPMENT.
27. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR SHALL REQUEST COPIES OF LIGHTING DESIGN PAPERWORK, INCLUDING BUT NOT LIMITED TO, INSTRUMENT SCHEDULES, MEDIA AND ACCESSORY REPORTS, AND FIXTURE SPECIFICATIONS THAT SUPPLEMENT CAD FIXTURE SCHEDULE.
28. LIGHTING FIXTURES SHALL NOT BE USED AS WORKLIGHTS DURING CONSTRUCTION AND SHALL BE FULLY OPERATIONAL AT THE TIME OF ACCEPTANCE BY OWNER OR TENANT.
29. FINAL LOCATION OF LIGHT FIXTURES TO BE CONFIRMED ON SITE BY OWNER'S LIGHTING DESIGNER.
30. LIGHTING LAYOUT DRAWINGS ARE DOCUMENTED TO ACHIEVE THE DESIGN INTENT. INSTALLATION DETAILS SHALL BE PROVIDED IN THE ARCHITECTURAL DRAWINGS. ELECTRICAL ENGINEERING INFORMATION SHALL BE PROVIDED IN THE ELECTRICAL ENGINEERING DRAWINGS. THE MECHANICAL ENGINEER IS TO REVIEW THE LIGHTING LAYOUT TO VERIFY THAT NO CONFLICT EXISTS BETWEEN MECHANICAL SYSTEMS AND LIGHTING EQUIPMENT.
31. ELECTRICAL CONTRACTOR TO RUN ALL CONDUIT IN AS DISCREET A MANNER AS POSSIBLE (I.E., TO USE "OFF-STAGE" POSITIONS) TO KEEP IT HIDDEN FROM GUEST VIEW WHILE MAINTAINING ACCESSIBILITY.
32. ELECTRICAL CONTRACTOR TO PAINT-OUT ALL EXPOSED CONDUIT TO MATCH BUILDING AS REQUIRED BY OWNER.
33. ELECTRICAL CONTRACTOR TO REHABILITATE, REPAIR, RELAMP AND REPLACE, AS REQUIRED, ALL EXISTING EQUIPMENT TO BE USED AS A PART OF THE NEW DESIGN TO ENSURE EQUIPMENT IS COMPLETELY OPERATIONAL AND FULLY FUNCTIONAL.

INSTALLATION

1. THE DRAWINGS ARE DIAGRAMMATIC AND REPRESENT THE DESIGN INTENT OF THE EQUIPMENT, DEVICES, ETC. TO BE CONNECTED AND THE CIRCUITS TO WHICH THEY ARE TO BE CONNECTED. ELECTRICAL CONTRACTOR SHALL INSTALL ALL CONDUIT, J-BOXES, ETC., AS REQUIRED FOR A COMPLETE AND FULLY OPERATING SYSTEM.
2. PENETRATIONS OF ALL FIRE-RATED WALLS OR CEILINGS SHALL BE IN ACCORDANCE WITH ALL LOCAL AND NATIONAL CODES.
3. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR SHALL INCLUDE ALL MISCELLANEOUS ITEMS REQUIRED TO COMPLETE WORK AND MAKE FIXTURE AND LIGHTING SYSTEMS FULLY OPERATIONAL.
4. ELECTRICAL CONTRACTOR SHALL ARRANGE FOR AND PROVIDE TEMPORARY ELECTRIC SERVICE.
5. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR SHALL PROVIDE OWNER WITH TWO (2) SETS AND LIGHTING DESIGNER ONE (1) SET OF ELECTRICAL "AS-BUILTS" UPON COMPLETION OF JOB.
6. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR SHALL PROVIDE ALL MATERIAL SAFETY DATA SHEETS REQUIRED.
7. ELECTRICAL CONTRACTOR SHALL PROVIDE ON-LINE AC POWER PROTECTION TO AVOID CHANGES IN VOLTAGE IF REQUIRED AT THE SITE.
8. VISUAL TERRAIN INC. SPECIFICALLY RESERVES THE RIGHT TO RELOCATE ANY EQUIPMENT OR OUTLET AT NO INCREASE IN CONTRACT COST PRIOR TO ITS INSTALLATION (IN CASE OF STANDARD PRODUCT) OR RELEASE FOR MANUFACTURE (IN THE CASE OF CUSTOM PRODUCT) REGARDLESS OF PRIOR SHOP OR DESIGN DRAWING REVIEW.
8. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR SHALL BE RESPONSIBLE FOR ROUGH AND FINAL AIMING AND FOCUS OF ALL LIGHTING FIXTURES AS DIRECTED BY LIGHTING DESIGNER / OWNER'S LIGHTING REPRESENTATIVE DURING TEST AND ADJUST/COMMISSIONING PHASE.
10. UNLESS OTHERWISE SPECIFIED, MOUNTING CONDITIONS ARE TO BE DETERMINED BY ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR FOR EACH FIXTURE TYPE. ELECTRICAL CONTRACTOR MUST SUBMIT RECOMMENDED APPROACHES TO ARCHITECT AND LIGHTING DESIGNER/OWNER'S LIGHTING REPRESENTATIVE FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION.
11. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO VERIFY FIXTURE MOUNTING HARDWARE IS COMPATIBLE WITH APPROVED MOUNTING CONDITIONS. MOUNTING CONDITIONS MUST ALLOW FOR AIMING AND ADJUSTING OF FIXTURES ON SITE DURING TEST AND ADJUST/COMMISSIONING PHASE.
12. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO SUPPLY FOLDING TABLE FOR LIGHTING CONSOLE, AND MINIMUM OF TWO (2) CHAIRS FOR LIGHTING DESIGNER(S) AND PROGRAMMER(S) DURING ENTIRE TEST AND ADJUST/COMMISSIONING PHASE.
13. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO PROVIDE AND INSTALL COLOR MEDIA, LENSES, TEMPLATES AND ACCESSORIES AS SPECIFIED IN INSTRUMENT SCHEDULE AND FIXTURE SCHEDULE.
14. ELECTRICAL CONTRACTOR AND/OR SYSTEM INTEGRATOR TO SUPPLY ONE (1) LAPTOP COMPUTER WITH ALL NECESSARY LIGHTING CONTROL SOFTWARE FOR PROGRAMMING DURING TEST AND ADJUST/COMMISSIONING PHASE.

EXECUTION

1. PROTECT ALL WALLS, TRIM, FLOORS, EQUIPMENT, UTILITY LINES AND MATERIALS, WHEN WORKING ON FINISHED SURFACES. LIMIT DAMAGE TO THE CONFINES AS MUCH AS POSSIBLE AND RESTORE TO THE ORIGINAL CONDITION ALL SURFACES THAT ARE DAMAGED BECAUSE OF THE INSTALLATION OF THE WORK.
2. EQUIPMENT, MATERIALS AND SUPPLIES PREVIOUSLY INSTALLED BUT REMOVED FOR PROTECTION SHALL BE REPLACED IN ORIGINAL LOCATIONS. ANY MATERIALS DAMAGED SHALL BE REPLACED WITH NEW MATERIALS OF LIKE KIND AND QUALITY AT NO ADDITIONAL COST TO THE OWNER.
3. DO ALL DRILLING, CUTTING, CHANNELING AND PATCHING REQUIRED TO INSTALL ELECTRICAL WORK AS INDICATED OR HEREIN SPECIFIED. ALL HOLES, CURBS, ETC., IN FLOORS, CEILINGS AND WALLS SHALL BE PATCHED UNLESS INDICATED OTHERWISE.
4. ALL CONDUIT RUNS SHALL BE CONCEALED UNLESS SHOWN OTHERWISE. PROVIDE A PULL LINE IN ALL EMPTY CONDUITS.
5. EXISTING CONDITIONS SHOWN ARE FROM AVAILABLE RECORD DRAWINGS AND VISUAL FIELD SURVEY AND ARE SHOWN FOR REFERENCE ONLY. ELECTRICAL CONTRACTOR SHALL VERIFY ACTUAL EXISTING CONDITIONS AT SITE.
6. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO SUPPLY A MINIMUM OF TWO (2) ELECTRICIANS FOR EACH LIGHTING DESIGNER/OWNER'S LIGHTING REPRESENTATIVE DIRECTING FOCUS DURING THE TEST AND ADJUST/COMMISSIONING PHASE (AKA FOCUS AND PROGRAMMING). BOTH ELECTRICIANS TO BE MINIMUM JOURNEYMAN LEVEL EXPERIENCE. THEATRICAL ELECTRICIANS TO HAVE A MINIMUM OF TWO (2) YEARS FIELD EXPERIENCE. ELECTRICAL CONTRACTOR OR SPECIALTY LIGHTING VENDOR MUST SUPPLY ADEQUATE SUPPORT INCLUDING LADDERS, LIFTS OR OTHER EQUIPMENT REQUIRED TO ACCESS FIXTURES AT THE TIME FOR FOCUS, INCLUDING EVENING OR NIGHT WORK AS MAY BE REQUIRED DUE TO SCHEDULE CONFLICT OR DAYLIGHT IMPACT.
7. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO HAVE ALL NECESSARY EQUIPMENT AVAILABLE THROUGHOUT TEST AND ADJUST/COMMISSIONING PHASE INCLUDING, BUT NOT LIMITED TO
   A. STANDARD CONTRACTOR ELECTRICIAN HAND TOOLS.
   B. SOCKET SET.
   C. CLEAN RAGS TO WIPE LENSES.
   D. SPARE LAMPS FOR FIXTURES BEING FOCUSED.
   E. LADDERS OR OTHER MEANS OF ACCESS TO AREAS BEING FOCUSED.
   F. SAFETY HARNESSES OR OTHER DEVICES AS REQUIRED.

SUBMITTALS

1. ELECTRICAL CONTRACTOR AND/OR SYSTEM INTEGRATOR TO SUBMIT FOR APPROVAL OF THE PRODUCTS THEY INTEND TO PURCHASE WITHIN SEVEN (7) DAYS OF AWARD OF CONTRACT. FAILURE TO SUBMIT WITHIN DEADLINE CONSTITUTES A GUARANTEE THAT ONLY THE BASE SPECIFIED PRODUCTS WILL BE SUPPLIED AND THAT NO OTHER PRODUCTS, WHETHER LISTED AS ALTERNATES OR NOT, WILL BE CONSIDERED.
2. REQUESTS FOR APPROVAL OF NON-SPECIFIED PRODUCTS MUST BE ACCOMPANIED BY THE FOLLOWING AT LEAST FIVE (5) BUSINESS DAYS IN ADVANCE OF THE BID SUBMITTAL DATE.
   A. SPECIFICATION DATA SHEET COMPLETE WITH MANUFACTURER NAME, CONTACT INFORMATION, AND SPECIFIED MODEL NUMBER.
   B. A LIST OF COMPARABLE PROJECTS WHERE THE PRODUCT HAS BEEN USED IN THE LAST TWO (2) YEARS.
   C. SAMPLE OF PRODUCT.
   THESE ITEMS MUST BE APPROVED BY VISUAL TERRAIN INC. PRIOR TO PLACING ORDERS OR COMMENCEMENT OF PERFORMING ANY ROUGH-IN WORK.
3. MANUFACTURERS OF SUBMITTED PRODUCTS MUST HAVE BEEN IN BUSINESS FOR FIVE (5) YEARS AND IN NO INSTANCE WILL THIS PROJECT BE THE OCCASION OF THE FIRST INSTALLATION OF THIS PRODUCT IF IT IS NOT LISTED ON THE SPECIFICATION.
4. ELECTRICAL CONTRACTOR SHALL ALLOW PROPER ORDERING TIME FOR PROCUREMENT OF FIXTURES. VISUAL TERRAIN INC. SHALL BE NOTIFIED OF ANY PRODUCT SUBSTITUTIONS AS A RESULT OF DELIVERY TIMEFRAMES PRIOR TO ORDERING ALTERNATE PRODUCT. FAILURE TO ORDER FIXTURES WITH ADEQUATE LEAD-TIME TO MEET THE INSTALLATION SCHEDULE DOES NOT RELIEVE THE ELECTRICAL CONTRACTOR OF THE RESPONSIBILITY TO PROVIDE AND INSTALL THE SPECIFIED PRODUCT WITHOUT FURTHER COMPENSATION FROM THE OWNER.
5. SHOULD A MANUFACTURER FAIL TO DELIVER A PRODUCT THAT HAS BEEN ORDERED WITHIN REASONABLE LEAD-TIME, ELECTRICAL CONTRACTOR SHALL NOTIFY VISUAL TERRAIN INC. WITH A PROPOSED ALTERNATE FIXTURE. VISUAL TERRAIN INC. SHALL MAINTAIN FINAL AUTHORITY FOR AUTHORIZATION OF ANY SUBSTITUTION.
6. LAMPS AND ANY ACCESSORIES SPECIFIED SHALL BE INCLUDED IN THE SUBMITTAL PACKAGE FOR ALL FIXTURES.
7. ELECTRICAL CONTRACTOR SHALL PROVIDE FOUR (4) COMPLETE MAINTENANCE MANUALS INCLUDING, BUT NOT LIMITED TO
   A. REQUIRED MAINTENANCE CHECK-OFF SCHEDULE.
   B. ORIGINAL MANUFACTURER'S EQUIPMENT (ONE) TECHNICAL DATA SHEETS.
   C. DETAILED OPERATING PROCEDURES.
   D. A LIST OF RECOMMENDED SPARE PARTS AND LAMPS.
   E. INSTALLATION WIRING DIAGRAMS.
   F. SHOP DRAWINGS.
   G. INSTALLATION AND/OR CONSTRUCTION AS-BUILT DRAWINGS.
8. DUE TO THE FAST TRACK NATURE OF THIS PROJECT, SUBSTITUTIONS FOR SPECIFIED LIGHTING PRODUCTS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED. FAILURE TO INCLUDE ONE OF THE SPECIFIED PRODUCTS AS A PART OF THE BASE BIDE MAY, AT THE DISCRETION OF THE OWNER, RESULT IN CONTRACTOR BEING EXCLUDED FROM FURTHER CONSIDERATION AND INVALIDATE ENTIRE LIGHTING BID.
9. SUBMITTAL TO INCLUDE SPREADSHEET DETAILING FIXTURE TYPES, MANUFACTURER NAMES AND MODEL NUMBERS, LAMPING, ACCESSORIES, AND CURRENTLY QUOTED LEAD TIMES FOR DELIVERY OF ALL PRODUCTS TO BE BE PROVIDED. FOR ALL PRODUCTS WITH LONG LEAD TIMES (WHICH MAY ADVERSELY IMPACT THE CONSTRUCTION SCHEDULE), PROVIDE A MINIMUM OF TWO (2) ALTERNATE EQUIVALENT PRODUCTS FOR THE OWNER'S REVIEW AND APPROVAL. NO PRODUCTS SHALL BE PROCURED WITHOUT WRITTEN APPROVAL OF THE SUBMITTALS.

FIXTURE SPECIFICATIONS

1. ALL LIGHTING FIXTURES AND DEVICES SHALL BE MOUNTED AND SUPPORTED IN ACCORDANCE WITH APPLICABLE SAFETY STANDARDS AND ALL NATIONAL AND LOCAL ELECTRICAL CODES.
2. ALL EXTERIOR EQUIPMENT SHALL BE RATED FOR WET LOCATION AND THE IP RATING OF ALL EQUIPMENT SHALL CONFORM TO THE CONDITIONS IN WHICH THE FIXTURE IS MOUNTED.
3. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR SHALL PROVIDE FIXTURE-MOUNTING KITS AS REQUIRED TO SUIT THE EXACT TYPE OF CEILING OR CONDITION TO WHICH THEY ARE MOUNTED.
4. ALL FIXTURES SHALL BE SUPPLIED WITH COLOR FILTERS AND ACCESSORIES AS SPECIFIED.
5. ALL REMOTE STEP-DOWN TRANSFORMERS ARE TO BE LOCATED AS NEAR THE FIXTURE AS POSSIBLE, HIDDEN FROM GUEST VIEW IN AN ACCESSIBLE COMPARTMENT THAT IS WELL VENTILATED TO PROVIDE HEAT DISSIPATION.
6. ALL TRANSFORMERS SHALL BE FUSED ON THE SECONDARY SIDE.
7. ALL REMOTE BALLASTS, DRIVERS, AND POWER SUPPLY UNITS TO BE LOCATED AS NEAR TO THE FIXTURES AS POSSIBLE AND HIDDEN FROM GUEST VIEW IN AN ACCESSIBLE COMPARTMENT THAT IS WELL VENTILATED TO PROVIDE HEAT DISSIPATION.
8. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO SUPPLY LAMPS ONLY FROM APPROVED LAMP MANUFACTURERS. APPROVED MANUFACTURERS ARE AS FOLLOWS: GENERAL ELECTRIC, PHILIPS, OSRAM SYLVANIA, EYE, TOSHIBA, USHIO. VENTURE, OR EQUIVALENT ALTERNATE SUBMITTED FOR APPROVAL BY LIGHTING DESIGNER.
9. COLOR FILTERS SHALL BE GLASS, DICHROIC OR FADS-NOT AS SPECIFIED UNLESS OTHERWISE INDICATED ON DRAWINGS OR LIGHTING DOCUMENTATION PACKAGE. ALL GLASS AND DICHROIC FILTERS SHALL INCLUDE MESH FRAMES AND SAFETY CABLES PER OWNER OVERHEAD SAFETY SPECIFICATIONS.
10. COLOR TO BE CONFIRMED WITH LIGHTING DESIGNER/OWNER'S LIGHTING REPRESENTATIVE PRIOR TO ORDERING.
11. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO PROVIDE 20% ADDITIONAL COLOR FILTERS FOR EACH COLOR AND SIZE.
12. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO PROVIDE 10% ADDITIONAL TEMPLATES/PATTERNS FOR EACH TEMPLATE SPECIFIED.
13. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO PERMANENTLY LABEL ALL COLOR MEDIA IN A MANNER THAT DOES NOT INTERFERE WITH LIGHT OUTPUT.
14. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO VERIFY ALL FIXTURES SPECIFIED WITH A COLOR FILTER ARE SUPPLIED WITH ANY AND ALL ATTACHMENT DEVICES FOR THE FILTER. THIS INCLUDES FRAMES, SNAP RINGS, ATTACHMENT HARDWARE AND/OR FILTER STANDOFFS. ALL ATTACHMENT HARDWARE MUST BE SUBMITTED BY SUPPLIER FOR REVIEW PRIOR TO ORDERING OF FIXTURE. REVIEW AND APPROVAL SHALL BE BY LIGHTING DESIGNER/OWNER'S LIGHTING REPRESENTATIVE.
15. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO VERIFY ALL FIXTURES SPECIFIED WITH A TEMPLATE (PATTERN OR "GOBO") ARE SUPPLIED WITH ANY AND ALL ATTACHMENT DEVICES FOR THE PATTERN. THIS INCLUDES PATTERN HOLDERS, SNAP RINGS, AND/OR INSTALLATION HARDWARE. ELECTRICAL CONTRACTOR TO VERIFY SIZE AND TYPE OF TEMPLATE MATERIAL IN CONJUNCTION WITH FIXTURE SPECIFICATIONS AND LIGHTING INSTRUMENT SCHEDULE. ALL ATTACHMENT HARDWARE MUST BE SUBMITTED BY SUPPLIER FOR REVIEW PRIOR TO ORDERING OF TEMPLATE AND HARDWARE. REVIEW AND APPROVAL SHALL BE BY LIGHTING DESIGNER/OWNER'S LIGHTING REPRESENTATIVE.
16. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO PROVIDE LAMPS FOR ALL FIXTURES IN FULL CASES TO EXCEED THE NUMBER REQUIRED BY NO LESS THAN 10%.
17. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO REPLACE ALL BURNED OUT OR INOPERATIVE LAMPS AT THE END OF THE CONSTRUCTION PHASE PRIOR TO TEST AND ADJUST/COMMISSIONING PHASE AND AGAIN PRIOR TO OWNER OCCUPANCY OR PROJECT OPENING.
18. ELECTRICAL CONTRACTOR AND SYSTEM INTEGRATOR TO PROVIDE AND INSTALL FIXTURE TYPES AS SHOWN AND SPECIFIED IN DRAWINGS AND SPECIFICATIONS.
19. ALL EQUIPMENT SHALL BE U.L. LISTED OR EQUIVALENT AND MUST BE RATED TO CONFORM TO THE CONDITIONS IN WHICH FIXTURE IS MOUNTED.

SYSTEM INTEGRATOR (SI)

1. THE SI SHALL TERMINATE ALL LIGHTING CONTROL DATA CONNECTIONS INCLUDING, BUT NOT LIMITED TO, REMOTE CONSOLE DATA STATIONS, DIMMER CABINETS, LIGHTING RELAY CABINETS, ARCHITECTURAL LIGHTING CONTROL STATIONS, LIGHTING CONTROL RACK, AND ALL OTHER LOW VOLTAGE LIGHTING CONTROLS REQUIRED TO PROVIDE A FUNCTIONING AND COMPLETE LIGHTING CONTROL NETWORK.
2. THE SI SHALL SET DMX ADDRESSES FOR EACH FIXTURE OR DEVICE REQUIRING OR RECEIVING DMX/CONTROL SIGNAL ACCORDING TO LIGHTING DESIGN PAPERWORK/INSTRUMENT SCHEDULE.
3. THE SI SHALL CERTIFY THAT ALL LIGHTING DATA CABLES ARE TERMINATED CORRECTLY AND FUNCTIONING.
4. SERVICES SHALL INCLUDE NECESSARY SYSTEMS INTEGRATION AND ENGINEERING, PROJECT MANAGEMENT AND INTERFACE WITH OWNER, CONSULTANTS, ARCHITECTS, CONTRACTORS AND ALL OTHER PARTIES NECESSARY TO PROVIDE A COMPLETE AND WORKING LIGHTING SYSTEM.
5. SERVICES MAY INCLUDE SITE VISITS AND OR ATTENDANCE AT COORDINATION MEETINGS WITH INSTALLATION PERSONNEL. A MINIMUM OF FIVE (5) SITE VISITS AND FIVE (5) COORDINATION MEETINGS ARE REQUIRED DURING PROJECT DURATION AND SHALL BE INCLUDED IN BASE BID. ADDITIONAL MEETINGS, AS REQUIRED, WILL BE NEGOTIABLE.
6. TERMINATION OF ETHERNET LIGHTING NETWORK WIRING MAY BE COMPLETED BY A QUALIFIED SUBCONTRACTOR UNDER THE DIRECTION OF THE SYSTEM INTEGRATOR. SI REMAINS RESPONSIBLE FOR CERTIFYING OR ACCEPTING CERTIFICATION THAT ETHERNET SYSTEM MEETS ALL ETHERNET STANDARDS.
7. ALL EQUIPMENT SHALL BE THOROUGHLY TESTED IN THE SI'S SHOP PRIOR TO SHIPMENT TO THE SITE TO ENSURE MECHANICAL AND ELECTRICAL INTEGRITY.
8. THE SI SHALL HAVE BEEN IN THE SPECIALTY LIGHTING DISTRIBUTION AND INSTALLATION BUSINESS FOR A MINIMUM OF FIVE (5) YEARS AND SHALL HAVE PROVIDED COMPLETE ENGINEERING AND INSTALLATION SERVICES ON A MINIMUM OF FIVE JOBS OF SIMILAR SIZE AND SCOPE IN THE PAST FIVE (5) YEARS.
8. THE SI SHALL INCLUDE THE SERVICES OF A FACTORY ENGINEER, WHO SHALL BE AVAILABLE TO REPORT TO THE JOB SITE WITHIN FOURTEEN (14) DAYS OF RECEIPT OF REQUEST FROM THE OWNER OR VISUAL TERRAIN, INC. AND SHALL REMAIN AT THE JOB SITE UNTIL THE SYSTEM IS FULLY OPERATIONAL TO THE SATISFACTION OF THE LIGHTING DESIGNER/OWNER'S LIGHTING REPRESENTATIVE.
10. SYSTEM INTEGRATORS ARE SUBJECT TO APPROVAL BY VISUAL TERRAIN, INC. AND OWNER.
11. SPECIALTY LIGHTING EQUIPMENT SHALL BE SUPPLIED AND INSTALLED BY THE SI AS DEFINED IN DRAWINGS AND PAPERWORK.
12. SI TO SUPPLY CONTROL AND DIMMING EQUIPMENT AND TO SUPERVISE INSTALLATION BY THE ELECTRICAL CONTRACTOR.

DIMMING AND CONTROL SYSTEM SPECIFICATIONS

1. EQUIPMENT SPECIFIED SHALL BE THE RESPONSIBILITY OF SPECIFIED MANUFACTURERS. THE MANUFACTURERS SHALL HAVE BEEN PRODUCING LIGHTING CONTROL EQUIPMENT FOR AT LEAST TEN YEARS. IN ORDER TO MAINTAIN A HIGH STANDARD OF QUALITY AND SERVICE, THE MANUFACTURERS OF THE COMPLETE SYSTEM SHALL ALSO BE THE MANUFACTURERS OF THE DIMMER MODULES USED IN THE SYSTEM.
2. LIGHTING CONTROL SYSTEMS REQUIRED SHALL INCLUDE ALL MAJOR COMPONENTS INDICATED, AS WELL AS INCIDENTAL COMPONENTS REQUIRED FOR PROPER OPERATION.
3. ALL BRANCH CIRCUITS TERMINATING IN A DIMMER PANEL SHALL HAVE A SEPARATE NEUTRAL CONDUCTOR. THERE SHALL BE NO COMMON NEUTRAL CONDUCTORS USED FOR ANY LOAD OR BRANCH CIRCUIT WIRING FROM THE DIMMERS.
4. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HIGH AND LOW VOLTAGE WIRE PULLS, AND TERMINATION OF ALL LINE AND LOAD WIRES IN THE DIMMER RACK. CONTROL CONDUIT AND WIRES SHALL ALSO BE INSTALLED BY THE ELECTRICAL CONTRACTOR, BUT WILL BE TERMINATED BY SYSTEM INTEGRATOR.
5. SYSTEM INTEGRATOR SHALL INCLUDE AND COORDINATE FACTORY STARTUP.
6. SYSTEM INTEGRATOR SHALL INCLUDE AND COORDINATE FACTORY COMMISSIONING. SYSTEM INTEGRATOR SHALL NOTIFY VISUAL TERRAIN INC. OF DATE OF FACTORY COMMISSIONING.
8. UPON COMPLETION OF THE INSTALLATION, THE SYSTEM SHALL BE COMPLETELY COMMISSIONED BY A FACTORY-EMPLOYED ENGINEER. THE CHECK-OUT WILL BE PERFORMED AFTER ALL LOADS HAVE BEEN TESTED LIVE FOR CONTINUITY AND FREEDOM FROM DEFECTS. SYSTEM INTEGRATOR SHALL VERIFY THAT ALL CONTROL WIRING HAS BEEN CONNECTED AND CHECKED FOR PROPER CONTINUITY. THE FACTORY-EMPLOYED ENGINEER SHALL DEMONSTRATE AND EDUCATE THE LIGHTING DESIGNER/OWNER'S LIGHTING REPRESENTATIVE ON THE SYSTEM CAPABILITIES, OPERATION AND MAINTENANCE.
8. EMERGENCY WARRANTY REPAIRS SHALL BE PERFORMED BY A FACTORY TRAINED SERVICE TECHNICIAN WITHIN TWENTY FOUR (24) HOURS OF NOTIFICATION WHEN A SYSTEM OR COMPONENT MALFUNCTIONS DURING USE.
9. MANUFACTURER SHALL OFF

Type	Plans	Line Drawing	Luminaire Description	Mounting	Total Watts	Volt	Luminaire Manufacturer / Catalog #	Lamp Type	Qty	Lamp Manufacturer / Catalog #	Control Protocol	Power Supply	Accessories Type	Accessories Total Watts	Accessories Voltage	Accessories Manufacturer / Catalog #	Total Luminaire Wattage	Notes Special Mounting Requirements
L30A			SURFACE MOUNT FIXED LINEAR WITH ONE (1) LED LIGHTING SOURCE, 435+/- DELIVERED LUMENS, 3000K COLOR ENGINE, 90+ CRI, 18° X 68° OPTIC AND INTEGRAL DRIVER. LINEAR SHOULD OPERATE ON 120V VOLTAGE AND BE SUPPLIED WITH A DMX CONTROL OPTION WITH A 150,000 HOUR ANTICIPATED LIFE. LINEAR TO HAVE ANODIZED BRUSHED ALUMINUM WITH BLACK HOUSING FINISH. LINEAR TO BE RATED FOR IP66 OR EQUIVALENT. LINEAR SHOULD BE UL LISTED FOR WET USE OR AN APPROVED EQUIVALENT	SURFACE	35	120V	ACCLAIM LIGHTING PIXEL GRAZE SERIES. PGA 211 4PLH	LED	1	LED INCLUDED	DMX	INTEGRAL	1 JUMPER CABLE			ACCLAIM MWC1	35	
													FEED CABLE			ACCLAIM MWC10		
L31			SURFACE MOUNT FIXED LINEAR WITH ONE (1) LED LIGHTING SOURCE, 435+/- DELIVERED LUMENS, 4000K COLOR ENGINE, 90+ CRI, 18° X 68° OPTIC AND INTEGRAL DRIVER. LINEAR SHOULD OPERATE ON 120V VOLTAGE AND BE SUPPLIED WITH A DMX CONTROL OPTION WITH A 150,000 HOUR ANTICIPATED LIFE. LINEAR TO HAVE ANODIZED BRUSHED ALUMINUM WITH BLACK HOUSING FINISH. LINEAR TO BE RATED FOR IP66 OR EQUIVALENT. LINEAR SHOULD BE UL LISTED FOR WET USE OR AN APPROVED EQUIVALENT	SURFACE	35	120V	ACCLAIM LIGHTING. PIXEL GRAZE SERIES. PGA 211 4PLH	LED	1	LED INCLUDED	DMX	INTEGRAL	1 JUMPER CABLE			ACCLAIM MWC1	35	
													FEED CABLE			ACCLAIM MWC10		

Visual Terrain, Inc.
25213 Avenue Tibbitts
Santa Clarita, CA 91355
Phone 661-775-7758
Fax 661-775-7708
www.visualterrain.net

Designer Stamp

Record Drawings

Designer _____ Date _____

Public Works Inspector _____ Date _____

Utility/Facility Dept. Head _____ Date _____

Project Engineer _____ Date _____

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

Drawn By: MP Date: 03/07/25

Checked By: MP Date: 03/07/25

Designed By: MP Date: 03/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

DEVICE SCHEDULE

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

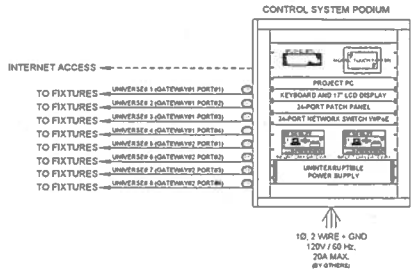
PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/7/2025
SCALE: NTS
SHEET LT-0.03

GENERAL NOTES

1. [illegible]
2. [illegible]
3. [illegible]

WIRE LEGEND

- A [illegible]
- B [illegible]
- C [illegible]
- D [illegible]
- E [illegible]
- F [illegible]
- G [illegible]
- H [illegible]



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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: MP Date: 03/07/25

Checked By: MP Date: 03/07/25

Designed By: MP Date: 03/07/25

Revisions

Num.	Description	Engr. Apvr.	Date

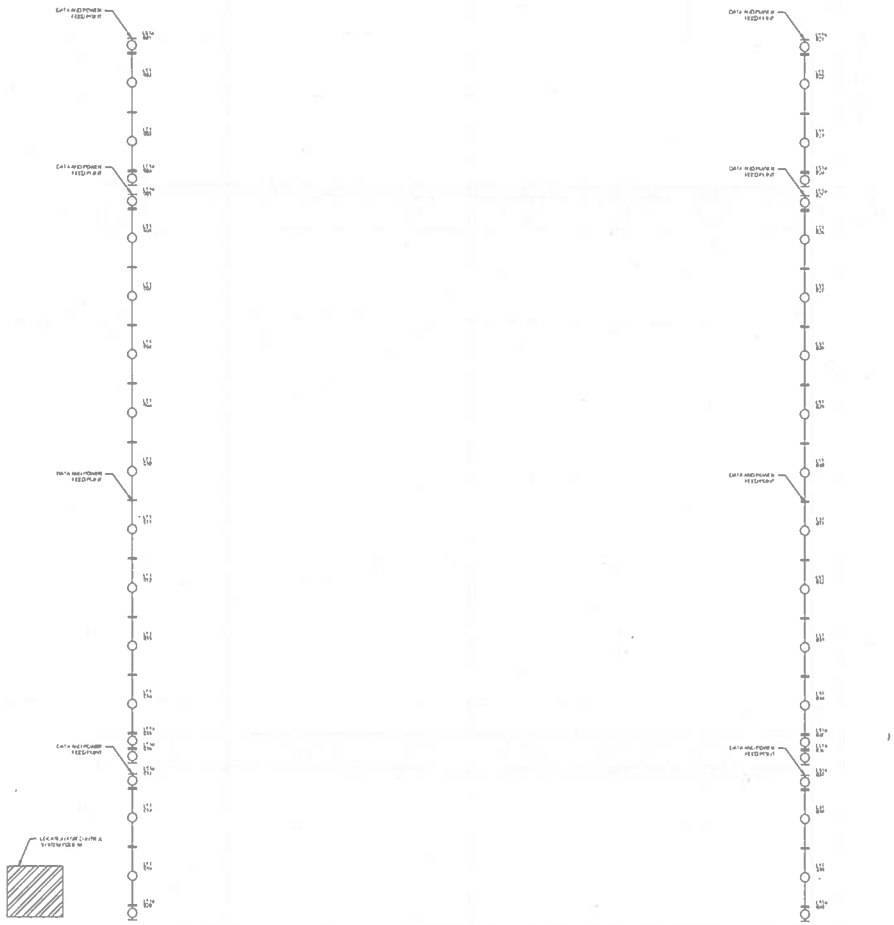
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE
AT PENITENCIA EAST CHANNEL

LIGHTING FUNCTIONAL BLOCK DIAGRAM

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/7/2025
SCALE: NTS
SHEET LT-0.04



2 LEVEL 1 PLAN - EAST
SCALE 3/16" = 1'-0"

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Designer Stamp

Record Drawings

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

Drawn By: MP Date: 03/07/25
Checked By: MP Date: 03/07/25
Designed By: MP Date: 03/07/25

Revisions

Num.	Description	Engr. Apprv.	Date

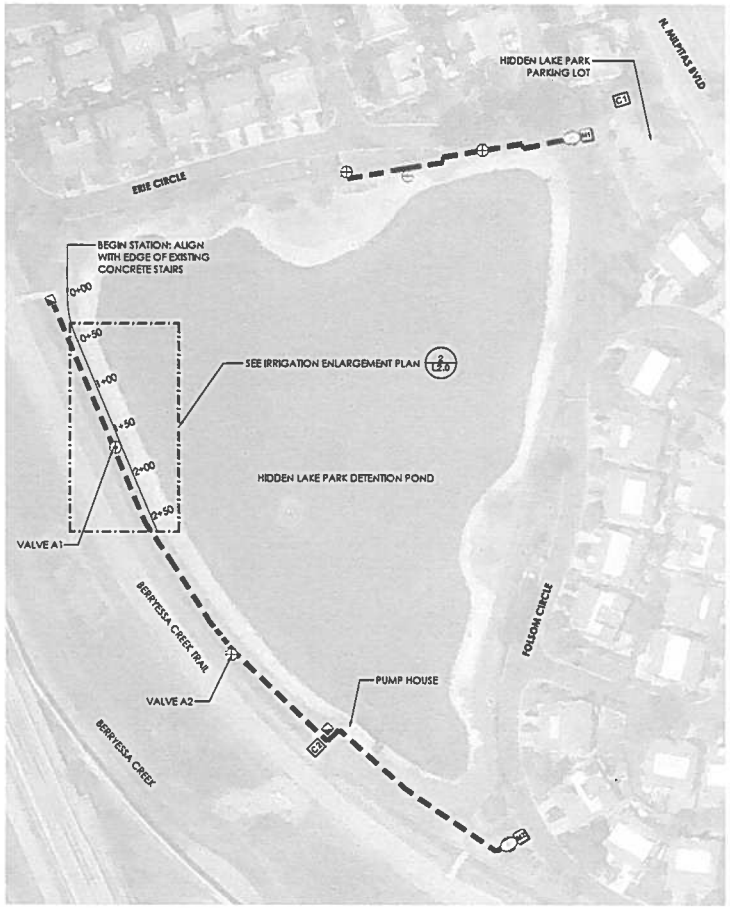
CITY OF MILPITAS
ENGINEERING DIVISION

SOUTH MILPITAS BOULEVARD BRIDGE AT PENITENCIA EAST CHANNEL

LIGHTING PLAN

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. CIP No. 2016
Rec. Dwg No.
DATE: 3/7/2025
SCALE: 1/4" = 1'-0"
SHEET LT-1.01



1 L1.0 IRRIGATION SITE PLAN

IRRIGATION NOTES

1. SPECIFICATIONS: SEE SHEET L4.2 HIDDEN LAKE PARK SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. VERIFICATION: SYSTEM DESIGN IS BASED ON 83 P.S.I. AND 45 G.P.M. AVAILABLE AT DISCHARGE OUTLET OF METER OR OTHER POINT OF CONNECTION. CONTRACTOR SHALL VERIFY SAME AND NOTIFY LANDSCAPE ARCHITECT IF SUCH DATA ADVERSELY AFFECTS THE OPERATION OF THE SYSTEM. SUCH NOTICE SHALL BE MADE IN WRITING AND PRIOR TO COMMENCING ANY IRRIGATION WORK.
3. UTILITIES: CONTRACTOR SHALL VERIFY LOCATION OF ALL ON-SITE UTILITIES. RESTORATION OF DAMAGED UTILITIES SHALL BE MADE AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY.
4. SCHEMATIC: SYSTEM FEATURES ARE SHOWN SCHEMATICALLY FOR GRAPHIC CLARITY. INSTALL ALL PIPING AND VALVES IN COMMON TRENCHES WHERE FEASIBLE AND INSIDE PLANTING AREAS WHENEVER POSSIBLE. ALL VALVES SHALL BE LOCATED IN GROUNDCOVER OR SHRUB AREAS WHENEVER POSSIBLE.
5. CODES: IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ALL LOCAL CODES AND MANUFACTURER'S SPECIFICATIONS. NOTIFY CITY BY TELEPHONE AND IN WRITING OF ANY CONFLICTS PRIOR TO INSTALLATION.
6. SLEEVING: CONTRACTOR SHALL SIZE ALL SLEEVES TO BE A MINIMUM TWO TIMES THE SIZE OF THE INTERIOR PIPE. SLEEVES SHALL BE INSTALLED AT THE NECESSARY DEPTHS PRIOR TO PAVEMENT CONSTRUCTION. SLEEVING SHALL EXTEND 1'-0" FROM EDGE OF PAVEMENT INTO TURF OR PLANTING AREA, AND SHALL HAVE ENDS CLEARLY MARKED ABOVE GRADE.
7. HEAD ALLOWANCE: CONTRACTOR SHALL ALLOW IN BID PRICE AN AMOUNT SUFFICIENT TO PROVIDE AND INSTALL AN ADDITIONAL 5% OF EACH TYPE OF BUBBLER SPECIFIED ON PLAN TO ACCOMMODATE FIELD CHANGES. THESE HEADS SHALL BE LOCATED AS DIRECTED BY THE LANDSCAPE ARCHITECT. CONTRACTOR SHALL DELIVER TO THE CITY ANY UN-USED ADDITIONAL BUBBLER HEADS AT THE END OF THE MAINTENANCE PERIOD.
8. MAINTAINING EXISTING IRRIGATION: SHOULD THE EXISTING MAINLINE BREAK OR BE SHUT OFF FOR ANY REASON DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL HAND WATER ALL PLANTING MATERIAL, INCLUDING, BUT NOT LIMITED TO, TREES, SHRUBS, TURF, AND GROUNDCOVER THAT THE EXISTING IRRIGATION SYSTEM WATERS. THE CONTRACTOR SHALL CONTINUE TO DO SO UNTIL THE IRRIGATION SYSTEM IS OPERABLE.
9. CONTROL WIRE: ALL CONTROL WIRE TO BE INSTALLED IN SCHEDULE 80 PVC CONDUIT. NO DIRECT BURIAL OF CONTROL WIRE WILL BE PERMITTED.
10. MWELO: THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) APPLIES TO REHABILITATED LANDSCAPE PROJECTS WITH A LANDSCAPE AREA EQUAL TO OR GREATER THAN 2,500 SQUARE FEET. THE LANDSCAPE AREA IN THIS PROJECT IS LESS THAN 2,500 SQUARE FEET, THEREFORE MWELO DOES NOT APPLY AND LANDSCAPE DOCUMENTATION IS NOT REQUIRED.

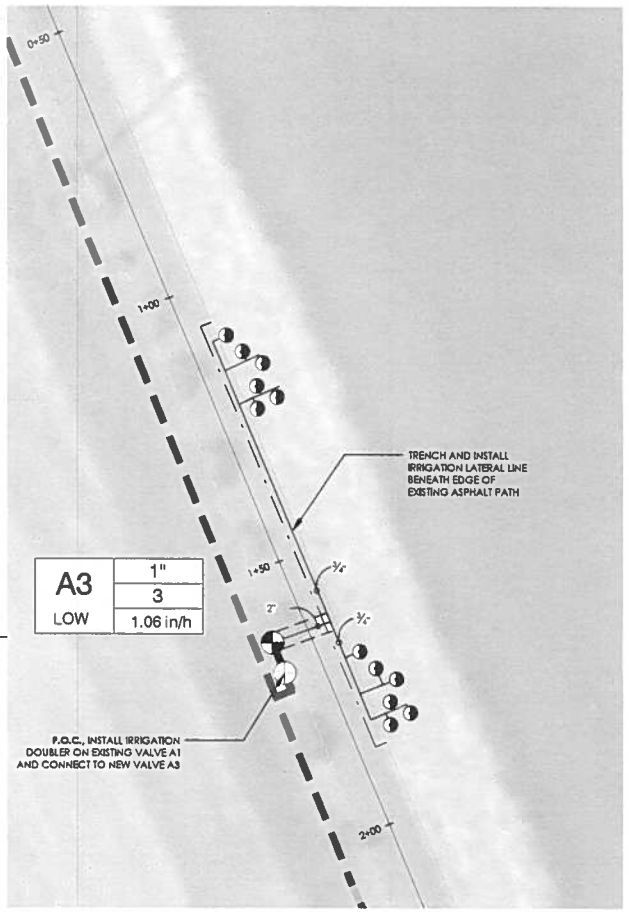
IRRIGATION LEGEND

- POINT SOURCE DRIP IRRIGATION, RAIN BIRD, MODEL 1401 BUBBLER ON SPX-FLEX TUBING, ONE BUBBLER PER PLANT (2 L3.0) (3 L3.0)
- IRRIGATION MAINLINE CLASS 315, SIZE 2" (4 L3.0)
- LATERAL LINE, CLASS 200 PVC, SIZE PER PLAN
- SLEEVE, SCH 40 PVC, SIZE AS REQUIRED
- REMOTE CONTROL VALVE, RAIN BIRD, EFB-CP VALVE, SIZE PER PLAN (1 L3.0)
- SAWCUT

EXISTING IRRIGATION TO REMAIN, PROTECT IN PLACE

- C1 CONTROLLER 1, RAINBIRD LXME2, 24 STATIONS, 15 STATIONS IN-USE
- C2 CONTROLLER 2, IRRITROL MC-4E 12 STATIONS, 5 STATIONS IN-USE
- M1 WATER METER 1
- M2 WATER METER 2, 2" SIZE
- BACKFLOW PREVENTER, ZURN 975 XL, 2 1/2" SIZE
- REMOTE CONTROL VALVE, RAIN BIRD EFB , SIZE 1 1/2"
- QUICK COUPLER VALVE
- MAINLINE, SCH 40 PVC, 2" SIZE

VALVE CALLOUT
- VALVE NUMBER
- VALVE SIZE
- VALVE FLOW
- PRECIPITATION RATE
- WATER-USE



2 L1.0 IRRIGATION ENLARGEMENT PLAN

Designer Stamp:

Record Drawings

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

Drawn By: MW/BN Date: 2/13/26
Checked By: MM Date: 2/13/26
Designed By: MW/MM Date: 2/13/26

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

HIDDEN LAKE PARK MITIGATION IMPROVEMENTS
(BID ALTERNATE #1)

HIDDEN LAKE PARK IRRIGATION PLAN

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 3471
Rec. Dwg No. 2-1482
L1.0
SCALE: AS SHOWN
SHEET 1 OF 8

BID SUBMITTAL

PLANTING NOTES

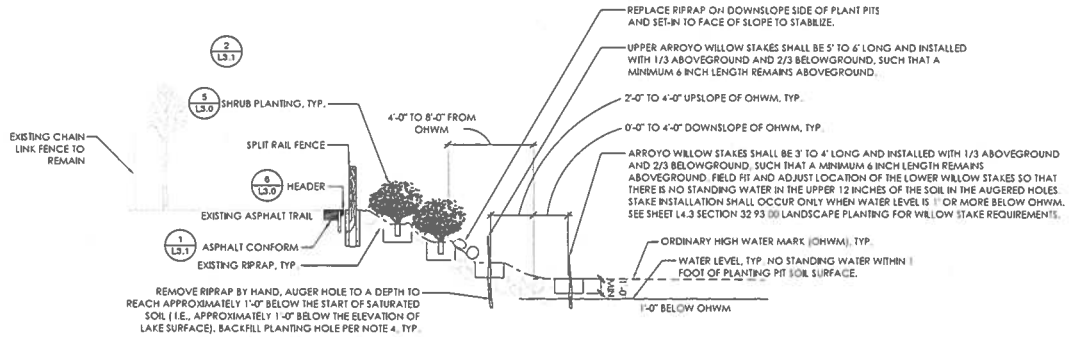
1. MULCH: INSTALL A UNIFORM THREE INCH COVERING OF MULCH IN ALL PLANTING BASINS, PER SPECIFICATIONS.
2. EXISTING PLANT MATERIAL: PROTECT ALL EXISTING PLANT MATERIAL TO REMAIN. REPAIR ANY DAMAGES INCURRED AS A DIRECT RESULT OF THIS CONTRACT TO THE CITY'S SATISFACTION AT NO ADDITIONAL COST TO THE CITY.
3. QUANTITIES: THE QUANTITIES SHOWN ON THE LABELS ARE NOT TO BE CONSTRUED AS THE COMPLETE AND ACCURATE LIMITS OF THE CONTRACT. FURNISH AND INSTALL ALL PLANTS SHOWN SCHEMATICALLY ON THE DRAWINGS.
4. BACKFILL: ALL PLANTING HOLES FOR WILLOW STAKES AND OTHER CONTAINER PLANTS WILL UTILIZE BACKFILL COMPRISING 1 PART COMPOST AND 5 PARTS NATIVE SOIL UNIFORMLY BLENDED WITH THE FOLLOWING PER CUBIC YARD: 6 3/4 POUNDS OF GYPSUM (CALCIUM SULFATE) AND 1 1/3 POUNDS OF SOIL SULFUR. SEE SHEET L4.2, SECTION 32 91 13 LANDSCAPE SOIL PREPARATION FOR BACKFILL AND COMPOST REQUIREMENTS.
5. SOILS TESTING: SEE SPECIFICATIONS FOR TESTING OF TOPSOIL AND AMENDMENTS. CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOR TESTING PRIOR TO CONSTRUCTION.
6. PLANTING LAYOUT: PLANTING LAYOUT IS SHOWN RELATIVE TO THE ORDINARY HIGH WATER MARK (OHWM). THE OHWM HAS BEEN FLAGGED IN THE FIELD BY A QUALIFIED ECOLOGIST. PLANTING LOCATIONS SHALL BE ADJUSTED IN THE FIELD AS NEEDED TO MEET THE RELATIVE DISTANCES FROM THE OHWM. REVIEW PLANT LAYOUT IN THE FIELD WITH THE CITY'S REPRESENTATIVE PRIOR TO INSTALLATION.

PLANT LEGEND

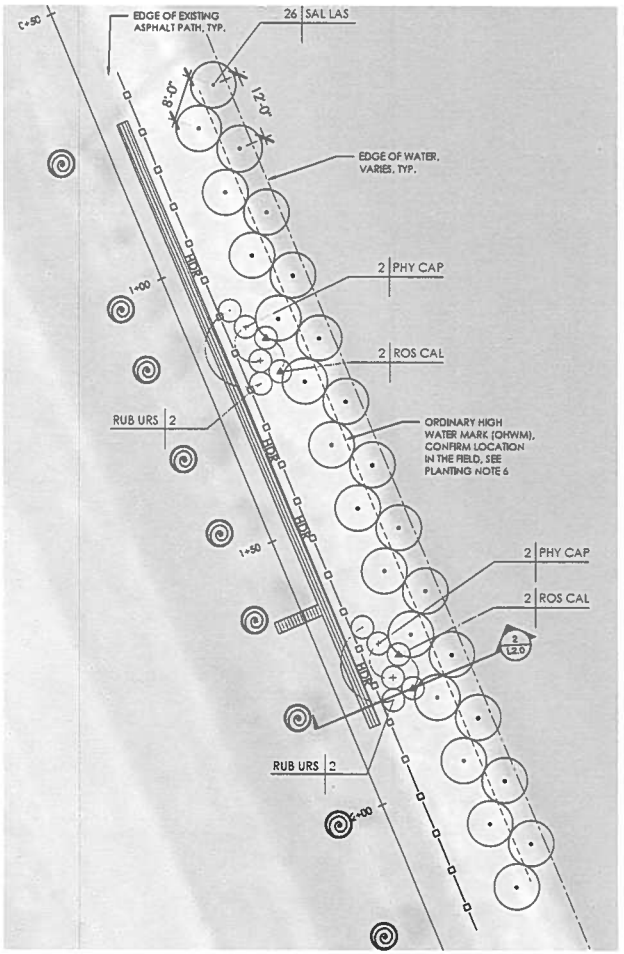
- EXISTING TREE TO REMAIN
- SHRUBS (5 / L3.0)
- ASPHALT CONFORM (1 / L5.1)
- HDR — HEADER (6 / L3.0)
- 3'-0" TALL SPLIT RAIL FENCE (2 / L5.1)
- ORDINARY HIGH WATER MARK (OHWM)
- EDGE OF WATER, VARIES

PLANT SCHEDULE (CITY FURNISHED)

CODE	BOTANICAL / COMMON NAME	SIZE	WATER USE	SPACING
TREES				
SAL LAS	SALIX LASIOLEPIS / ARROYO WILLOW	WILLOW STAKE	HIGH	96" o.c.
CODE	**BOTANICAL / COMMON NAME**	**SIZE**	**WATER USE**	**SPACING**
SHRUBS				
PHY CAP	PHYSOCARPUS CAPITATUS / PACIFIC NINEBARK	TB4	LOW	48" o.c.
ROS CAL	ROSA CALIFORNICA / CALIFORNIA WILD ROSE	TB4	LOW	48" o.c.
RUB URS	RUBUS URSINUS / CALIFORNIA BLACKBERRY	D40	LOW	48" o.c.



(2 / L2.0) EMBANKMENT PLANTING SECTION
1/4" = 1'-0"



(1 / L2.0) PLANTING ENLARGEMENT PLAN
1" = 10'

Designer Stamp

Record Drawings

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

Drawn By: MW/BN Date: 2/13/26
Checked By: MM Date: 2/13/26
Designed By: MW/MM Date: 2/13/26

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

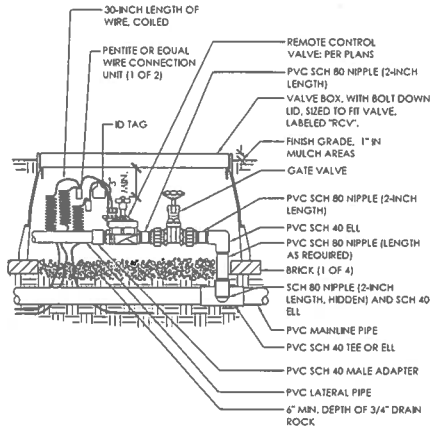
HIDDEN LAKE PARK MITIGATION IMPROVEMENTS
(BID ALTERNATE #1)

HIDDEN LAKE PARK PLANTING PLAN

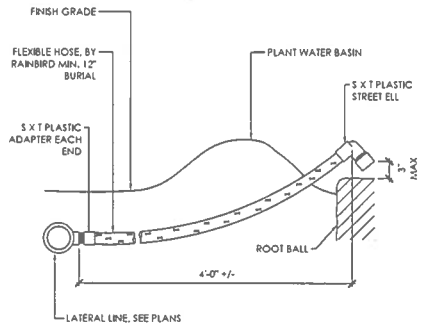
RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 3471
Rec. Dwg No. 2-1482
L2.0
SCALE: AS SHOWN
SHEET 2 OF 8

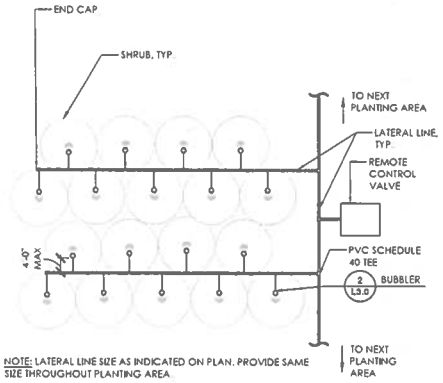
BID SUBMITTAL



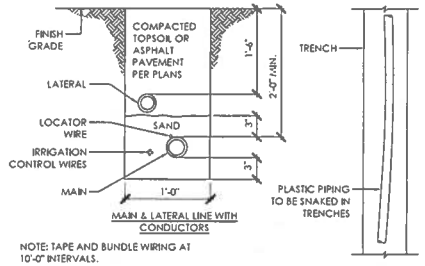
1 L3.0 **REMOTE CONTROL VALVE**



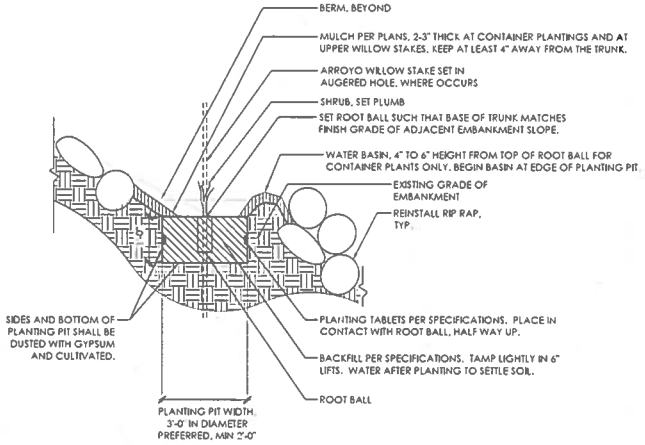
2 L3.0 **POINT SOURCE DRIP IRRIGATION SECTION**



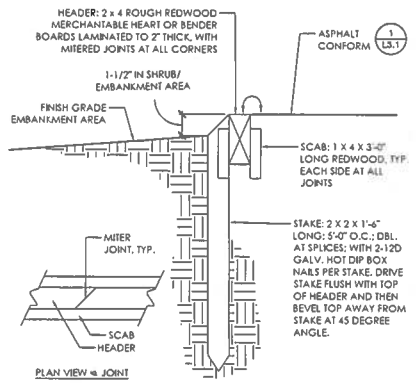
3 L3.0 **POINT SOURCE IRRIGATION LAYOUT**



4 L3.0 **TRENCHING**



5 L3.0 **SLOPE PLANTING**



6 L3.0 **HEADER**

Designer Stamp:

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

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

Drawn By: MW/BN Date: 2/13/26

Checked By: MM Date: 2/13/26

Designed By: MW/MM Date: 2/13/26

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

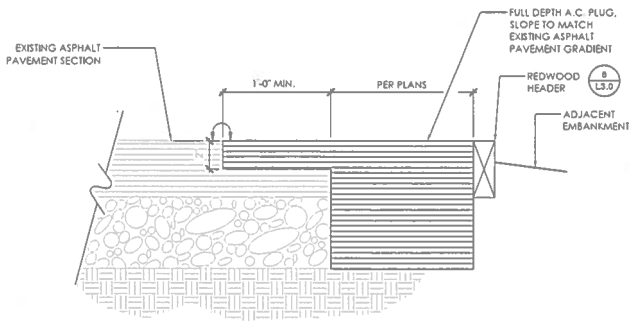
HIDDEN LAKE PARK MITIGATION IMPROVEMENTS
(BID ALTERNATE #1)

HIDDEN LAKE PARK CONSTRUCTION DETAILS

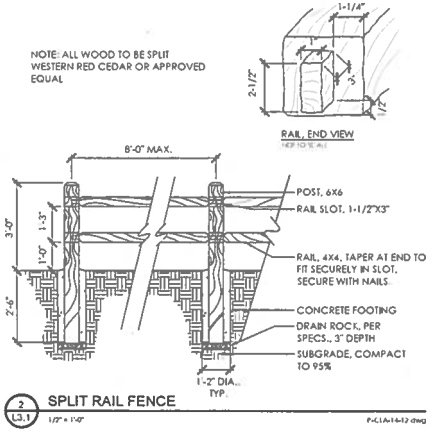
RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager - Engineering

PROJECT NO. 3471
Rec. Dwg No. 2-1482
L3.0
SCALE: AS SHOWN
SHEET 3 OF 8

BID SUBMITTAL



1 L3.1 ASPHALT CONFORM



2 L3.1 SPLIT RAIL FENCE

STORM WATER POLLUTION PREVENTION 01 57 13
Hidden Lake Mitigation Planting
Page 1 of 5

SECTION 01 57 13 STORM WATER POLLUTION PREVENTION

PART 1 – GENERAL

1.1 SCOPE

A. Perform all storm water pollution prevention measures and furnish erosion control devices as shown on the plans and as specified herein including, but not necessarily limited to, the following:

1. Fiber rolls

B. Related work specified elsewhere:

1. Demolition – Section 02 41 13

1.2 WORK INCLUDED

A. The goal of these requirements is to prevent the pollution of storm water run-off on construction projects by keeping pollution out of storm drains, reducing the exposure and discharge of materials and wastes to storm water, and by reducing erosion and sedimentation. Storm drains discharge run-off directly into creeks and other natural water bodies without treatment.

1.3 GENERAL REQUIREMENTS

A. The following requirements shall be met on all projects.

1. Non-hazardous Material/Waste Management

a. Designated Areas: Identify designated areas of the project site that are suitable for material delivery, storage, and waste collection, and submit the proposed areas to the City's Representative for approval. To the maximum practicable extent, these areas shall be away from catch basins, gutters, drainage courses and creeks.

2. Granular Material: Store granular material at least 10 feet away from the pond. Prevent granular material from entering the pond. When rain is forecast within 24 hours or during wet weather, cover granular material with a tarpaulin and surround the material with sand bags.

a. Dust Control: Dust control shall be in accordance with Section 10, "Dust Control" of the Department of Transportation (Caltrans), Standard Specifications (DTSS), current edition.

b. Sweeping: At the end of each working day, or as directed by the Inspector, clean and sweep on-site paved areas to remove materials attributed to or involved in the work. Water shall not be used to flush down paved areas in place of street sweeping.

c. Recycling: Recycle aggregate material, asphalt concrete, and Portland Cement concrete at an approved recycling site.

1) Milpitas Sanitation, Inc., (408) 988-4500.
2) For additional information, contact the Department of Public Works Solid Waste Program at MilpitasRecycles@Milpitas.gov.

d. Disposal: At the end of each working day, collect all scrap, debris and waste materials and dispose of such materials properly. Inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak. Arrange for regular waste collection before dumpsters overflow.

3. Hazardous Material/Waste Management:

a. Storage: Label and store all hazardous materials, such as pesticides, paints, thinners, solvents and fuels, and all hazardous wastes, such as waste oil and anti-freeze. Store all hazardous materials and all hazardous waste according to all local City Regulations. Keep an accurate up-to-date inventory of hazardous material and hazardous wastes stored on-site to assist emergency response personnel if there is a hazardous material incident.

b. Usage: When rain is forecast within 24 hours or during wet weather, do not apply chemicals in outside areas. Do not over apply pesticides or fertilizers, and follow material manufacturer's instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals.

c. Disposal: Arrange for regular hazardous waste collection to comply with time limits on storage of hazardous waste. Dispose of hazardous waste only at authorized and permitted Treatment, Storage and Disposal Facilities. Use only licensed hazardous waste haulers to remove the waste off site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal Regulations. For additional information, contact the Department of Public Works – Solid Waste Program at MilpitasRecycles@Milpitas.gov.

4. Spill Prevention and Control:

a. Keep a stockpile of spill clean-up materials, such as rags or absorbents, readily accessible on-site.

b. Immediately contain and prevent leaks and spills from entering storm drains and bodies of water, and properly clean-up and dispose of the waste and clean-up materials. If the waste is hazardous, handle the waste as described in Section 1.3A, 3c above.

c. Prevent spilled materials from being washed into streets, gutters, storm drains, or creeks, and never bury spilled hazardous materials.

d. Report any hazardous materials spill to the City's Representative.

5. Vehicle/Equipment Cleaning:

a. Vehicle or equipment cleaning shall not be performed on-site or in the street using soaps, solvents, degreasers, steam cleaning equipment or equivalent methods.

b. Vehicle or equipment cleaning shall be performed with water only, in a designated, bermed area that does not allow rinse water to run off-site or into streets, gutters, storm drains, creeks, or bodies of water.

6. Vehicle/Equipment Maintenance and Fueling:

a. Maintenance and fueling of vehicles or equipment shall be performed in a designated bermed area, or over a drip pan that does not allow storm water run-off of spills.

b. Use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed or poured.

c. Keep a stockpile of spill clean up materials, such as rags or absorbents, readily accessible on-site.

d. Clean-up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and clean-up materials as hazardous waste, as described in Section 1.3A, 3c above.

e. Do not wash any spilled material into streets, gutters from drains, creeks, or bodies of water, and never bury spilled hazardous material.

f. Report any hazardous materials spill to the City's Representative.

g. Inspect vehicles and equipment arriving on-site for leaking fluids, and promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.

h. Recycle waste oil and anti-freeze to the maximum practical extent.

i. Comply with all Federal, State and City/County requirements for aboveground storage tanks.

7. Contractor Training and Awareness:

a. The Contractor shall train all employees/subcontractors on the storm water pollution prevention requirements contained in these Specifications.

b. Inform subcontractors about the storm water pollution prevention contract requirements, and include appropriate subcontract provisions to ensure that these requirements are met.

c. Post warning signs in areas treated with chemicals.

B. Activity Specific Requirements: The following requirements shall be met on all projects that include the listed activities.

1. Paving Operations

a. Project Site Management: When rain is forecast within 24 hours or during wet weather, the Inspector may prevent the Contractor from paving. The Inspector may direct the Contractor to protect drainage courses by using control measures, such as earth dikes, straw bales, and sand bags, to divert run-off or trap and filter sediment. Place drip pans or absorbent material under paving equipment when not in use.

b. Paving Waste Management: Do not sweep or wash down excess sand or screenings (placed as part of a sand seal, chip seal or to absorb excess oil) into gutters, storm drains, creeks, or bodies of water. Instead, either collect the sand and screenings and return it to the stockpile, or dispose of it in a trash container. Do not use water to wash down fresh asphalt concrete pavement.

Designer Stamp:

Record Drawings

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

Drawn By: MW/BN Date: 3/13/26
Checked By: MM Date: 3/13/26
Designed By: MW/MM Date: 3/13/26

Revisions

Num.	Description	Engr. Apv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

HIDDEN LAKE PARK MITIGATION IMPROVEMENTS
(BID ALTERNATE #1)

HIDDEN LAKE PARK CONSTRUCTION DETAILS AND SPECIFICATIONS

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager – Engineering

PROJECT NO. 3471
Rec. Dwg No. 2-1482
L3.1
SCALE: AS SHOWN
SHEET 4 OF 8

BID SUBMITTAL

2. Saw Cutting

a. During saw cutting, use control measures such as filter fabric, straw bales, sand bags, and fine gravel dams, to keep slurry out of the storm drain system.

b. Shovel, absorb, or vacuum saw cut slurry, and pick-up waste before moving to the next location or at the end of each working day, whichever is sooner.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION 01 57 13

SECTION 02 41 13 DEMOLITION

PART 1 – GENERAL

1.1 SCOPE

A. Perform all demolition activities as shown on the plans and as specified herein including, but not necessarily limited to, the following:

1. Asphalt pavement removal
2. Temporary removal of riprap
3. Clearing and grubbing

B. Related work specified elsewhere:

1. Earthwork and Grading – Section 31 22 00
2. Landscape Planting – Section 32 93 00

1.2 REVIEW

A. Contractor shall review with the City's Representative the exact limits of work and extent of materials to be removed.

1. Examine site and determine exact nature and status of utilities prior to commencing demolition.
2. City assumes no responsibility for actual condition of items to be demolished.

1.3 STANDARDS

A. All work shall conform to ANSI A10.6, Safety Requirements for Demolition Operations and to the codes and regulations of the City.

1.4 SCHEDULE

A. Submit schedule indicating proposed methods and sequence of operations for selective demolition work for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required.

1. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of adjacent uses.

PART 2 – NOT USED

PART 3 – EXECUTION

3.1 DEMOLITION OF ASPHALT PAVEMENT

A. Provide a minimum of 72 hours advance notice of demolition activities.

B. Protection: Provide temporary barricades and other forms of protection as required to protect general public from injury due to selective demolition work.

C. Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

D. Selective Demolition: Perform selective demolition work in a systematic manner. Use methods required to complete work indicated on the plans in accordance with demolition schedule and governing regulations. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with pathway or other adjacent used park amenities.

E. Traffic: Do not close, block or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

F. Clean-up: Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.

G. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to the City.

3.2 TEMPORARY REMOVAL OF RIPRAP

A. Remove and stockpile on-site. See Section 32 93 00 Planting for reinstallation.

3.3 CLEARING AND GRUBBING

A. Strip the site of all remaining materials not to remain as part of the finished work. All such materials shall be legally disposed of off-site at the Contractor's expense, except as otherwise noted on the plans. Items to be disposed of off site include but are not limited to the following:

1. Weeds, roots and other organic material, wood and trash.

B. Strip and remove weeds and trash from unpaved areas to be improved. Leave intact ornamental shrubs and trees as identified by the City's Representative. The contractor shall protect surrounding areas from damage by equipment or construction operations.

C. All edges of existing paving to remain shall be sawcut in a neat and clean manner.

D. All excavation within the drip line of trees to remain shall be accomplished in a careful manner. No roots greater than 1 inch diameter shall be cut. Where excavation reveals roots greater than 1 inch diameter that will interfere with construction, the Contractor shall notify the City's Representative for direction prior to proceeding.

E. Where any marked or unmarked utility lines or other underground obstruction or piping may be encountered within the work area, notify the City's Representative or the agencies or service utility companies having jurisdiction thereof, and take necessary measures to prevent interruption of service (if live). Should such lines or service be damaged, broken, or interrupted, those services shall be repaired immediately and restored by the Contractor at the Contractor's own expense.

F. Abandoned lines, meters and boxes, obstructions or piping shall be removed, plugged or capped in accordance with the requirements and approval of the agencies affected. It shall be the responsibility of the Contractor to ascertain whether any public facilities exist along the line of work, whether or not shown on the plans; and the Contractor shall, at the Contractor's expense, do any necessary work to save from damage all such property in or adjacent to the work, and shall repair all damage thereto caused by the Contractor's operations.

G. Service connections to adjacent properties requiring removal or adjustment, due to new construction, will be so removed or adjusted during the course of construction operations. The Contractor shall cooperate with the utility companies and/or agencies in such work.

H. Prior to commencement of site grading work, the Contractor shall notify the City's Representative that the site has been cleared. Site grading shall not commence until the City's Representative has completed review of the site and has given approval to proceed.

END OF SECTION 02 41 13

SECTION 06 40 13 LANDSCAPE WOODWORK

PART 1 – GENERAL

1.1 SCOPE

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

1. Split rail fence

1.2 STANDARDS

A. All lumber and wood shall conform to the following standards:

1. Except as noted, other limiting provisions shall be in accordance with "Standard Grading Rules for West Coast Lumber".
2. Pressure treated lumber shall meet American Wood Preserver's Association (AWPA) standards.
3. Preservatives used to treat lumber shall be registered with the Environmental Protection Agency (EPA) under the statutory authority of the Federal Fungicide, Insecticide and Rodenticide Act (FIFRA). EPA use restrictions for preservatives shall be strictly adhered to.

B. All woodwork shall be clearly stamped with the grade required. Grade markings for exposed wood shall be placed on a concealed surface.

1.3 DELIVERY, HANDLING & STORAGE

A. Storage: Lumber delivered to the site shall be carefully piled off the ground in such a manner as to insure proper drainage, ventilation, and protection from the weather.

1.4 QUALITY CONTROL

A. Reviews: Contractor shall specifically request at least three (3) working days in advance the following reviews prior to progressing with the work:

1 Layout of features

B. Certification: Written certificates stating quality, type, grade, and origin of all materials shall be delivered to the City's Representative before the material is used on the site. Specific certification of the moisture content for all lumber after

preservative treatment will be required to be delivered to the City's Representative before the material is used on site.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Wood Posts: Shall be per plans.

B. Wood Preservative: None

C. Hardware: All nails, nuts, washers, and miscellaneous fittings shall be hot dipped, galvanized steel, and shall meet or exceed the requirements of ASTM Specification A153, unless noted otherwise (stainless steel and aluminum alloy acceptable). Finishing nails shall be used on all visible nailings unless noted otherwise. Bolts shall be hot dipped galvanized.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Contractor shall be responsible for all necessary field measurements at the construction site per locations and orientations shown on the plans. All carpentry work shall be accurately fitted, vertical work shall be accurately fitted, vertical members installed plumb and evenly spaced, and end cuts made clean and square.

END OF SECTION 06 40 13

Designer Stamp:

LICENSED LANDSCAPE ARCHITECT
Marc Mc
Signature
Exp. 12-31-2027
Renewal Date
No. 5, 2025
Date
STATE OF CALIFORNIA

1855 Gateway Blvd., Suite 310
San Mateo, CA 94404
T 650.210.5065
www.cityofmilpitas.net

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

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

Drawn By: MW/BN Date: 2/13/26

Checked By: MM Date: 2/13/26

Designed By: MW/MM Date: 2/13/26

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

HIDDEN LAKE PARK MITIGATION IMPROVEMENTS
(BID ALTERNATE #1)

HIDDEN LAKE PARK SPECIFICATIONS

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager – Engineering

PROJECT NO. 3471
Res. Dwg No. 2-1482
L4.0
SCALE: AS SHOWN
SHEET 5 OF 8

BID SUBMITTAL

SECTION 31 23 00 TRENCHING AND BACKFILLING

PART 1 – GENERAL

1.1 SCOPE

A. Perform all trenching and backfilling work as shown on the plans and as specified herein including, but not necessarily limited to, the following:

1. Irrigation lines

B. Related work specified elsewhere:

1. Asphalt Paving – Section 32 12 16
2. Planting Irrigation – Section 32 84 00
3. Landscape Soil Preparation – Section 32 91 13

1.2 STANDARDS

A. Unless otherwise shown or specified, all materials and methods shall conform to the most current Section 19 "Earthwork" of the State of California, Department of Transportation, Standard Specifications (DTSS) as they reasonably apply to this work, except for measurement and payment requirements.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Backfill: Backfill material shall be approved by the City's Representative prior to its use. Excavated material may be re-used for backfilling, provided such fill is homogeneous, free from rocks, rubbish, organic material, etc., and consists of fragments capable of being thoroughly crushed and consolidated into a dense, uniform compact fill, and shall meet the following requirements:

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

PART 3 – EXECUTION

3.1 EXCAVATING AND BACKFILLING FOR TRENCHES

A. Perform all necessary excavation and backfilling required for the proper laying of all underground pipes and conduits.

B. All piping in ground shall have a minimum cover of 1'-6", except as otherwise indicated on the plans, and shall be laid in ditches dug true to grade and line, avoiding sharp breaks. Piping shall bear equally over its entire length at the bottom of the ditch. Rock or unstable material encountered at grade shall be replaced with sand fill to a depth of 6 inches below pipe.

C. Backfill: Fill trenches with excavated material in 6-to-8-inch uncompacted thick layers, compacted to 90% relative density. Backfill shall be moisture-conditioned to near-optimum in accordance with ASTM D 1557-02e1.

D. Backfilling shall be commenced as soon as practical after subsurface work is installed and reviewed by the City's Representative.

E. No wood or debris shall be buried in any fill. The fill material shall be non-expansive.

3.2 SURPLUS MATERIAL

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

3.3 CLEAN-UP

A. Upon completion of the work under this Section, remove immediately all surplus materials, rubbish and equipment associated with or used in the performance of this work. Failure to perform such clean-up operations within 48 hours shall be considered adequate grounds for having the work completed by others at the Contractor's expense.

END OF SECTION 31 23 00

SECTION 32 01 90 LANDSCAPE MAINTENANCE

PART 1 – GENERAL

1.1 SCOPE

A. Perform all landscape maintenance operations as shown on the plans and as specified herein including, but not necessarily limited to, the following:

1. Soil testing
2. Plant establishment
3. Insect and disease control
4. Irrigation system maintenance

B. Related work specified elsewhere:

1. Planting Irrigation – Section 32 84 00
2. Landscape Soil Preparation – Section 32 91 13
3. Landscape Planting – Section 32 93 00

1.2 SUBMITTALS

A. Herbicide/Fungicide/Insecticide: Submit a written recommendation from a State of California appropriately licensed individual along with complete product data from proposed manufacturer, for review by the City's Representative and/or the City's appropriately licensed individual

1.3 SCHEDULE

A. Maintenance Period shall be for a period of five (5) years after pre-final inspection per the South Milpitas Boulevard Bridge Project Mitigation and Monitoring Plan, Project 84544-01, prepared by H.T. Harvey and Associates for the City of Milpitas, dated March 28, 2025 ("Mitigation Plan").

B. Maintenance and Warranty Period shall be per City of Milpitas Standard Specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Animal Control Materials: None required under these specifications.

PART 3 – EXECUTION

3.1 GENERAL

A. Time Limits: The Maintenance Period shall commence from the date of Substantial Completion of planting as defined in paragraph 3.3A below, and extend for the time period specified in paragraph 1.3B above.

B. Basic Requirements: All planting areas shall be kept weed free at all times during the Maintenance Period. All pest and disease control shall be the Contractor's responsibility. All planting areas shall be kept at optimum moisture for plant growth. Settlement of soil and plants and soil erosion shall be repaired and areas replanted as required

C. Landscape maintenance shall adhere to measures outlined in Mitigation Plan, Section 5.4 Off-Site Mitigation Area, in the appendix.

3.2 RESPONSIBILITIES AND GUARANTEE

A. Damage Repairs: Work installed under this contract that is damaged or stolen prior to Substantial Completion shall be repaired or replaced by the Contractor without cost to the City. After Substantial Completion and through the Maintenance Period, these damages and similar factors such as extensive litter, abuse and defacement shall be the City's responsibility to repair or replace and shall not be a part of this contract.

B. Planting Guarantee: No planting shall be guaranteed beyond the Maintenance Period, except as to conformance to specified species and variety, and except as to conditions specified under paragraph 2.1D "Root Systems" in Section 32 93 00 Landscape Planting.

C. Landscape maintenance during the five (5) years following Substantial Completion shall be performed by the Contractor.

D. Landscape monitoring during the five (5) years following Substantial Completion shall be performed by a qualified ecologist retained by the City.

3.3 SUBSTANTIAL COMPLETION

A. Shall be deemed as the time when all major plantings, including shrubs, are installed, and when all other work is satisfactorily completed, with the exception of minor items to be completed as noted in a checklist compiled by the City's

Representative. The Maintenance Period shall not commence until work is deemed substantially complete by the City's Representative

3.4 FINAL REVIEW

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

END OF SECTION 32 01 90

SECTION 32 12 16 ASPHALT PAVING

PART 1 – GENERAL

1.1 SCOPE

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

1. Asphaltic concrete (A.C.) paving, plug

B. Related work specified elsewhere:

1. Landscape Planting – Section 32 93 00

1.2 STANDARDS

A. Unless otherwise shown or specified, all materials and methods shall conform to the cited sections of the most current State of California, Department of Transportation Standard Specifications (DTSS).

1.3 SUBMITTALS

A. Soil Sterilant: Submit written recommendation from a State of California appropriately licensed individual along with complete product data from proposed manufacturer, for review by the City's appropriately licensed individual.

B. Asphalt Pavement: Submit proposed mix design as prepared by the mixing plant and other requirements conforming to DTSS Section 39-2 "Hot Mix Asphalt", for review by the City's Representative.

1.4 TOLERANCES

A. Tolerances for subgrade, subbase and finished grade shall be as specified by DTSS Section 19 "Earthwork", except that Contractor shall deliver the full asphaltic concrete thickness shown. No combination of high and low tolerances that compromise the section will be permitted.

1.5 TESTING AND INSPECTION

A. Notify the City's Representative at the completion of the various stages of the operation indicated below. Allow two (2) working days for testing operations prior to proceeding with subsequent construction.

1. After the subgrade has been prepared to receive asphalt prime or other following operation.
2. When paving equipment is at the site and paving operation is ready to start.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Soil Sterilant: Shall be a commercially available herbicide material recommended for this project by a State of California appropriately licensed individual. The licensed individual shall review the type of construction, soils, base, adjacent plantings, time and season of application, and other project requirements; verify compatibility; and recommend procedures for proper application. The Contractor shall be responsible for all overspray, spreading, or runoff of material into adjacent areas.

B. Liquid Asphalt for Prime Coat: DTSS Section 94 "Asphaltic Emulsions".

C. Asphaltic Emulsion for Tack Coat: DTSS Section 94 "Asphaltic Emulsions", SS1h.

D. Asphalt Binder: DTSS Section 92 "Asphalt Binders", performance graded asphalt binder, PG 64-10 or PG-64-16.

E. Mineral Aggregates for HMA Types A & B Plant-Mixed Asphalt: DTSS Section 39-2 "Hot Mix Asphalt", maximum size 3/2 inch, medium gradation.

2.2 MIXES

A. Proportioning and mixing of the asphaltic concrete shall conform to DTSS Section 39-2 "Hot Mix Asphalt".

PART 3 – EXECUTION

3.1 PREPARATION

A. Verify that the subbase is properly compacted and at suitable grade to apply prime coat. Clear the area to be paved of all debris and organic material. Recompact and regrade as necessary to place the asphaltic concrete.

B. Before beginning paving work and during construction, take all steps necessary for protection of existing improvements. As the asphalt concrete is being placed, extreme care shall be taken to not discolor or damage adjacent surfaces. If

Designer Stamp:

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
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Drawn By: MW/BN Date: 2/13/26
Checked By: MM Date: 2/13/26
Designed By: MW/MM Date: 2/13/26

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

HIDDEN LAKE PARK MITIGATION IMPROVEMENTS
(BID ALTERNATE #1)

HIDDEN LAKE PARK SPECIFICATIONS

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager – Engineering

PROJECT NO. 3471
Res. Dwg No. 2-1482
L4.1
SCALE: AS SHOWN
SHEET 6 OF 8

BID SUBMITTAL

damage occurs, repair, and if satisfactory repair cannot be made, remove and replace the section as directed.

3.2 INSTALLATION

A. Soil Sterilant: Shall be applied to the subgrade soil of areas to be paved prior to base rock operations and uniformly applied according to the label. Take all precautions necessary to avoid overspray, spreading, or runoff of material into adjacent areas.

B. Compact subgrade. Verify grades to allow for finish paving.

C. Apply prime coat in accordance with DTSS Section 94 "Asphaltic Emulsions" and at a rate of 0.25 gallons per square yard. After the liquid asphalt has penetrated the surface, the excess shall be removed with sufficient sand to absorb the excess liquid asphalt. Remove excess sand.

D. Apply tack coat in accordance with DTSS Section 39-2 "Hot Mix Asphalt". Tack coat shall be applied in one application to existing pavement and planed surfaces and all vertical surfaces of existing pavement and other surfaces designated by the City's Representative. The tack coat shall be provided in sufficient quantity to produce a thin, uniform black, glossy coat of asphalt. Pools in unevenly distributed areas shall be redistributed by means of hand brooms.

E. Before placing surfacing, additional prime coat or tack binder shall be applied to areas where the prime coat or tack coat has been destroyed.

F. Asphalt concrete shall be transported, spread and compacted uniformly to a closed, smooth surface and a layer of uniform density, in accordance with DTSS Section 39 2 "Hot Mix Asphalt".

G. Finish grades shall be as indicated, smooth and without sharp breaks and shall allow the pavement to drain. Upon completion of the paving, flood the area as directed by the City's Representative. Reconstruct any low areas as directed. Finish grades that allow ponding or puddling of water will not be accepted.

3.3 CLEAN-UP

A. Upon completion of the work under this Section, remove immediately all surplus materials, rubbish and equipment associated with or used in the performance of this work. Failure to perform such clean-up operations shall be considered

adequate grounds for having the work completed by others at the Contractor's expense.

END OF SECTION 32 12 16

SECTION 32 84 00 PLANTING IRRIGATION

PART 1 – GENERAL

1.1 SCOPE

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

1. Trenching and piping
2. Electrical components
3. Irrigation equipment

B. Related work specified elsewhere:

1. Trenching and Backfilling – Section 31 23 00
2. Landscape Maintenance – Section 32 01 90
3. Landscape Soil Preparation – Section 32 91 13

1.2 QUALITY CONTROL

A. Standards: Unless otherwise shown or specified, all materials and methods shall conform to the most current Section 20-2 "Irrigation" of the State of California Department of Transportation Standard Specifications (DTSS) as they reasonably apply to this work, except for measurement and payment requirements.

B. All irrigation shall be provided and performed in accordance with the current City of Milpitas Standard Specifications and Details. Wherever these plans and the City Standards conflict, the higher quality standard or specification will apply.

C. Reviews: The Contractor shall specifically request the following reviews prior to progressing with the work:

1. Layout of system.
2. Point-of-connection excavation to tie into existing irrigation system excavation.
3. Trenching and pipe assembly.
4. Coverage adjustment of all heads and valve box installation.
5. Operation of system.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Quality: All materials shall be new and the best quality available unless otherwise specified. All materials shall be clearly marked by the manufacturer on all material, containers, or certificates of contents for inspection.

B. Plastic Pipe and Fittings: Mainline pipe is existing. Unless otherwise noted, all laterals shall be Class 200 PVC pipe. Solvent weld fittings, if used, shall be Schedule 40 or Schedule 80 as called for on details. Solvent for piping shall be as recommended by the manufacturer. All pipe shall be clearly labeled with the manufacturer type and specification numbers.

C. Control Wire: Type UF, 600 v. insulation, minimum size #14, copper, common to be white, valve control wire to be red or black, U.L. approved for irrigation control use. Splices shall be "Scotch-Lok" seal pack, or approved equal.

D. Doubler: Shall be Doubler, as available from Transitional Systems Manufacturing, Inc., (530) 751-7610, or approved equal.

E. Valve Boxes: Precast concrete or plastic of type and size indicated. Free of all cracks, chips or structural defects. Boxes located in pavement (asphalt or concrete) and/or subject to vehicular traffic shall be concrete and have heavy duty steel covers. Boxes shall be sized to provide a 4-inch minimum clearance around the irrigation equipment inside the box, excluding all pipes and fittings.

F. Irrigation Equipment: Refer to plans. Any desired substitutions require submittals in duplicate for specific written approval.

G. Thread Sealant: Teflon tape shall be used on metal-to-plastic or plastic-to-plastic pipe threads. Permatex Thread Sealant, part #14H, white in color, shall be used on metal-to-metal pipe threads.

H. Valve ID Tags: All control valves to be labeled with standard yellow valve ID tags, available from Ewing Irrigation, (650) 592-9530, or similar.

PART 3 – EXECUTION

3.1 PREPARATION

A. Grading: The Contractor shall be responsible for installing all irrigation features to their finished grade and at the depths indicated. All rough grading shall be completed before trenching commences.

B. Layout and Trenching: All features of the irrigation system shall be staked and pipe alignments marked prior to trenching for review by the City's Representative.

3.2 INSTALLATION

A. Backfilling: Do not cover joints until the system has been reviewed by the City's Representative. Backfill with damaging rocks and debris shall not be permitted. Compact all backfill and eliminate settlement. Previously prepared soil shall be replaced as the top 6 inches of backfill.

B. Fabrication: Snake pipe from side to side when trench exceeds 30 feet in length. All manifolds shall be neat, orderly, and constructed for ease in maintenance operations. Construct manifolds to allow valve boxes to be parallel to each other and to adjacent walls, walks, curbs, and buildings. Cuts and joints shall be free of burrs, smooth, and minimum in quantity. All pipe above finish grade shall be galvanized unless noted otherwise.

C. Pipelines: All pipelines shown parallel on the drawing may be installed in a common trench. Where pipelines are shown parallel or adjacent to shrub or groundcover areas, they shall be installed in these areas. All changes in depth of pipe shall be accomplished using 45-degree fittings.

D. Adjustments: Adjust all heads for arc, radius, riser height, and distribution for uniform and optimum coverage. Such adjustments shall include nozzle changes without additional cost to City.

E. Finish Grade: Unless otherwise noted, all heads shall be set at finish grade. The top of all valve boxes shall be flush with finish grade.

F. Controller: Clearly label and sequence stations for ease in maintenance operations. Station valves shall operate as they are located around the site.

3.3 IRRIGATION SYSTEM AUDIT

A. The Contractor shall run the irrigation system in the presence of the City's representative to confirm that both existing and new improvements are operational. Schedule the field review once the irrigation system is in operation.

Provide a one week (7 day) notice for scheduling the field review. Provide staff to assist during the process, allow up to 4 hours at site.

3.4 RECORD DRAWING

A. Regularly update a print of the system and any changes made to the system throughout the project. Features below ground shall be indicated with at least two measurements from surface features such as walks, building, or sprinkler heads. All changes shall be recorded on this plan before trenches are backfilled. The record drawing shall be completed and submitted to City before final payment is made for work installed.

END OF SECTION 32 84 00

SECTION 32 91 13 LANDSCAPE SOIL PREPARATION

PART 1 – GENERAL

1.1 SCOPE

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

1. Compost
2. Soil amendments and fertilizers
3. Finish grading

B. Related work specified elsewhere:

1. Landscape Planting – Section 32 93 00

1.2 QUALITY CONTROL

A. Reviews: Contractor shall specifically request at least three (3) working days in advance of the following reviews prior to progressing with the work:

1. Verification of amendment incorporation depths
2. Finish grade

B. Certification: Written certificates stating quantity, type, and composition, weight and origin for all amendments and chemicals shall be delivered to the City's Representative before the material is used on the site.

C. Planting Areas: All areas to be planted, whether in cuttings, container stock, or otherwise, are defined as planting areas in these documents.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Native Topsoil: Shall be the existing surface layer of soil on-site. This layer typically will be a different color and texture than the subsoil, and may be of varying thicknesses. The Contractor shall be responsible for reviewing the area limits and depths of native topsoil on-site with the City's Representative.

B. Compost: The following materials shall be used as soil amendment.

1. Compost shall comply with the following physical and chemical requirements:

a. pH: 6.0 to 8.0.
b. Soluble salts: 0 to 10.0 deciSiemens per meter.
c. Moisture content: 30 to 60 percent of dry solids.
d. Organic matter content: 30 to 65 percent.
e. Maturity: Seed emergence: 80 percent or above relative to positive control.
f. Maturity: Seed vigor: 80 percent or above relative to positive control.
g. Stability-Carbon dioxide evolution rate: 8 milligrams or below per day.
h. Pathogen-Fecal Coliform Bacteria: less than 1000 Most Probable Number per gram dry weight (Pass).
i. Pathogen-Salmonella: less than 3 Most Probable Number per 4 grams dry weight (Pass).
j. Physical contaminants: Plastic, glass and metal: less than 1.0 percent combined total.
k. Physical contaminants: Sharps (sewing and/or hypodermic needles): None detected.
l. Boron: dry weight <1.0 ppm using hot water saturated extraction method.
m. Particle size:
   1) 100 percent shall be able to pass through a ½-inch sieve.
   2) 95 percent minimum shall be able to pass through a ¼-inch sieve.
   3) 65 percent minimum shall be able to pass through a 1/8 inch sieve.
   4) 20 percent maximum shall be able to pass through a 4-millimeter sieve.
n. The carbon-to-nitrogen ratio shall be less than twenty to one (20 to 1).

2. Compost shall comply with the following:

a. Compost provider shall be a compost producer and a participant in the United States Composting Council Seal of Testing Assurance program.

Designer Stamp:

Record Drawings

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

Drawn By: MW/BN Date: 2/13/26
Checked By: MM Date: 2/13/26
Designed By: MW/MM Date: 2/13/26

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

HIDDEN LAKE PARK MITIGATION IMPROVEMENTS
(BID ALTERNATE #1)

HIDDEN LAKE PARK SPECIFICATIONS

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 3/25/26
Lyhak Eam, P.E., PW Division Manager – Engineering

PROJECT NO. 3471
Rec. Dwg No. 2-1482
L4.2
SCALE: AS SHOWN
SHEET 7 OF 8

BID SUBMITTAL

b. Compost producer shall be fully permitted as a compost producer in accordance with requirements of the Department of Resources Recycling and Recovery, Local Enforcement Agencies, and any other State and local agencies that regulate solid waste plants. If exempt from State permitting provisions, the composting plant must certify it complies with the guidelines and procedures for production of compost under Title 14, California Code of Regulations (CCR), Division 7, Chapter 3.1, Article 7. Compost shall be derived from one or a combination of the following types of materials: Green material consisting of chipped, shredded, or ground vegetation or clean, processed, recycled wood products, biosolids, manure, mixed food waste.

c. Compost shall not be derived from mixed municipal solid waste and shall not contain paint, petroleum products, pesticides, or other chemical residues harmful to plant or animal life. Metal concentrations in the compost shall not exceed the maximum metal concentrations listed in Title 14, CCR, Division 7, Chapter 3.1, Article 7, Section 17868.2.

d. Compost shall not be derived from green waste products that contain recycled sheetrock/gypsum board.

e. Heat treatment: All compost shall have reached a temperature of at least one hundred and forty (140) degrees Fahrenheit for a minimum of thirty (30) minutes to kill pathogens.

C. Amendments: Gypsum (calcium sulfate), soil sulfur, sulfur-coated urea (43-0-0), and potassium sulfate (0-0-50).

PART 3 – EXECUTION

3.1 PLANT PITS

A. Plant Pit Preparation: Plant pits shall have their sides and bottoms loosened or otherwise broken to prevent glazed or compacted surfaces, and shall be as shown on the planting detail.

3.2 BACKFILL

A. Backfill Material and Placement: Cultivate the bottom of plant pits to improve porosity. Backfill will be the amended soil composing 5 parts native soil that has been excavated from plant pits and 1 part compost uniformly and thoroughly incorporated into a homogeneously blended soil mixture. Each cubic yard of soil

mixture shall be blended with 6 3/4 pound of gypsum (calcium sulfate) and 1 1/3 pound of soil sulfur.

B. Backfill shall be compacted in place to 85% compaction.

3.3 TOP DRESSING

A. After planting and thoroughly irrigating in to get some leaching effect, apply sulfur-coated urea and potassium sulfate as top dressing so they are not leached out during installation and initial irrigations. Sulfur-coated urea (43-0-0) shall be applied at a rate of 4 pounds per 1000 sq ft and potassium sulfate at a rate of 10 pounds per 1000 square feet for top dressing.

3.4 FINISH GRADING

A. Finish Grades: Unless otherwise noted, all soil finish grades shall be 1 inch below finish grade of pavements. Reinstall rip rap around the plant basins per Section 32 93 00 Landscape Planting, Part 3.1J.

END OF SECTION 32 91 13

SECTION 32 93 00 LANDSCAPE PLANTING

PART 1 – GENERAL

1.1 SCOPE

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

1. Cuttings
2. Shrubs
3. Mulch
4. Headerboard

B. Related work specified elsewhere:

1. Landscape Maintenance – Section 32 01 90
2. Landscape Soil Preparation – Section 32 91 13

1.2 REFERENCES

A. Interpretations of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.

1. USDA – The Germplasm Resources Information Network (GRIN) http://www.ars-grin.gov/npgs/searchgrin.html
2. Manual of Woody Landscape Plants, Michael Dirr, Stipes Publishing, Champaign, Illinois, most current edition.
3. New Sunset Western Garden Book, Oxmoor House, most current edition.

B. ANSI American Standard for Nursery Stock

C. Federal, State, and County laws requiring inspection for plant disease and insect control.

D. Nursery and Restoration Guidelines, working group for Phytophthoras in native habitats:

1. http://www.suddenoakdeath.org/welcom to-calphytos-pnt phytpothoras-in-native-habitats/

1.3 QUALITY CONTROL

A. Reviews: The Contractor shall specifically request the following reviews prior to progressing with the work:

1. Plant material approval
2. Plant layout
3. Finish grade
4. Substantial completion
5. Final completion

B. Plant Material: Within ten (10) working days after award of the contract, the Contractor shall submit notice to the City's Representative certifying the quantity and species of plant material. Plant material shall be provided by the City. No plants shall be ordered or delivered prior to written acceptance by the City's Representative.

C. Mulch: Name of supplier and one quart-sized sample.

D. Certificates: All plant material shall meet the specifications of Federal, State, and County laws requiring inspection for plant diseases and insect infestations. Inspection certificates required by law shall accompany each shipment, invoice, or order of stock, and when such plants arrive at the site of work, the certificate of inspection shall be filed with the City's Representative.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Nomenclature and Labels: Plant botanical names shall conform to current literature noted in Section 1.2 above. All plants of each clone, species, and cultivar shall be delivered to the site labeled with their full botanical names. Every plant species shall be labeled.

B. Quality: The minimum quality of all plant material shall conform to prevailing published specifications of the California Association of Nurserymen and the American Association of Nurserymen's American Standard for Nursery Stock unless otherwise indicated. Additional specifications shall be indicated on the plans.

C. Quantities: The quantities shown on the plant list and in labels are for the City's use and are not to be construed as the complete and accurate limits of the contract. The Contractor shall furnish and install all plants shown schematically on

the plans. Any unlabeled plants shall be considered as the smaller size shown for that type on the plans.

D. Root Systems: All container-grown stock shall be grown in its container for at least 6 months prior to its planting. Contractor shall allow one percent of the quantity of plants for removal and inspection. Any plant material, within the first three (3) years following the final acceptance of the project, determined by the City's Representative to be defective, restricted, declining, or otherwise deficient due to abnormal root growth, shall be replaced by Contractor to the equal condition of adjacent plants at the time of replacement.

E. Willow Tree Stakes: Shall be straight in form, half of willow stakes shall be 3-4 ft in length (for installing near or below OHWM) and the other half of the stakes shall be 5-6 feet long (for installing above OHWM). Willow stake shall be at least 3/4-inches to 2 inches in diameter at the basal end. All cuts should be clean without split or frayed ends. At least 3 healthy budding points shall be exposed aboveground. Willow stakes shall be harvested from within the Penitencia Creek watershed and installed within seven (7) days of harvesting. Willow stakes shall be provided by the City. Willow stakes that are not installed within 1 hour of harvest shall be stored submerged in clean, fresh water out of direct sunlight until installation. Leaves and lateral branches shall be removed prior to installation. Install stakes in augered holes during the winter months after willows senesce for the winter and prior to spring leaf emergence.

F. Health: Foliage, roots, and stems of all plants shall be of vigorous health and normal habit of growth for its species. All plants shall be free of all diseases, insect stages, burns, or disfiguring characteristics.

1. Phytophthora and Nursery Stock: Container plants shall be sourced from nursery stock grown in accordance with established Phytophthora prevention best management practice. Container plants shall be propagated from plants originating within the Penitencia Creek watershed, Santa Clara County, or if unavailable, from immediately adjacent counties. Plants must be tested for Phytophthora spp. pathogens and additionally shall be inspected to ensure they are healthy and vigorous by a qualified ecologist prior to delivery to the restoration site.

G. Untrue Species: All plant material, within two years following the final acceptance of the project, that is determined by the City's Representative to be untrue to the species, clone, and/or variety specified, shall be replaced by the Contractor, to the equal condition of adjacent plants at the time of replacement.

1. Mulch shall be Weed Free Rice Straw, as available from Sierra Safety Sales and Rentals (800) 900-2026 or Ganado Feed & Pet Supplies (408) 289-8626, or approved equal.

H. Headerboard: Shall be per plans.

PART 3 – EXECUTION

3.1 GENERAL

A. Plant Material Approvals: Before planting operations commence, all or a representative sampling of plant material shall be reviewed at the site by the City's Representative. Defective plants installed without such review shall be removed from the site upon request by the City's Representative and an acceptable plant shall be substituted in its place.

B. Jobsite Sanitation: Adhere to all applicable practices in "Guidelines to Minimize Phytophthora Contamination in Restoration Projects", prepared by The Working Group for Phytophthoras in Native Habitats.

C. Storage and Handling:

1. Plant materials shall be protected and maintained in good condition. Plant material shall be protected at all times from animal damage, vandalism, drought damage, wind damage, frost damage, toxic irrigation water, or any other condition that would damage or reduce the viability of the plants. Plants shall be kept moist at all times and shall be completely watered 12 hours or less before planting and shall be moist when installed.
2. If container plants cannot be planted close to the delivery date, plants are to be stored according to holding facility guidelines as specified in the nursery guidelines prepared by the Working Group for Phytophthoras in Native Habitats. Container plants shall be planted between December 1 and January 31.
3. Willow Stakes: Per Section 2.1E above, willow stakes shall be installed on the same day received from the City.

D. Layout: Only those plants to be planted in any single day shall be laid out. Locations of all plants shall be reviewed prior to planting. Plants installed without this review shall be transplanted as directed by the City's Representative.

E. Protection of Plants: Maintain all plant material in a healthy growing condition prior to and during planting operations. The Contractor shall be responsible for

vandalism, theft, and damage to plant material until the commencement of the maintenance period.

F. Root Systems: The Contractor shall be responsible for inspection of all root systems on plant materials. Inspection shall include, but not be limited to, checking for rootbound stock, encircling roots at the perimeter of the container, evidence of girdling roots, and other defective root conditions. Such inspections shall include the complete removal of soil from one percent of plant material containers, or at least one plant from each nursery and each plant type. The Contractor shall cut defective or potentially defective girdling, rootbound, and encircling roots, and spread the root system into the surrounding backfill. Plants with excessively defective root systems shall be rejected by the Contractor.

G. Pruning: The Contractor shall not prune container plant material without the specific approval of the City's Representative. Plants pruned without approval shall be replaced by the Contractor, if required.

H. Basins: Shall be per Slope Planting Detail on the plans..

I. Plant Pits, Backfill and Finish Grading: See Landscape Soil Preparation Section 32 91 13 for materials and installation requirements.

J. Rip rap Reinstallation:

1. Riprap shall be reinstalled to match the existing embankment slope. placement shall conform to Method B placement as designated in Caltrans' Standards.
2. Rip rap shall be carefully placed to provide a minimum of voids. Rip rap in place shall be a reasonably well graded mass. If segregation of material occurs or satisfactory finished slopes are not obtained, the Contractor shall re handle and replace inadequately placed stone.
3. Rip rap shall be placed in the presence of the City's Representative, who shall have authority to require the Contractor to re-handle and replace inadequately placed stone and to use such other methods of handling and placement as to obtain the desired results.
4. The larger rock shall be placed on the toe course and on the outside surface of the slope protection. Should the Contractor lose or misplace any rock that may, in the opinion of the City's Representative, interfere with the integrity of the slope protection, or other works of this contract, the Contractor shall recover and remove same at no cost to the City.

K. Clean-up: After completion of all operations, remove all trash, excess soil and other debris. All walks and pavement shall be swept and washed clean, leaving the entire area in a neat, orderly condition.

END OF SECTION 32 93 00

Designer Stamp

Record Drawings

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

Drawn By: MW/BN Date: 2/13/26
Checked By: MM Date: 2/13/26
Designed By: MW/MM Date: 2/13/26

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

HIDDEN LAKE PARK MITIGATION IMPROVEMENTS
(BID ALTERNATE #1)

HIDDEN LAKE PARK SPECIFICATIONS

RECOMMENDED FOR BIDDING BY: Lynh Eom DATE: 3/25/26
Lynh Eom, P.E., PW Division Manager – Engineering

PROJECT NO. 3471
Res. Dwg No. 2-1482
L4.3
SCALE: AS SHOWN
SHEET 8 OF 8

BID SUBMITTAL

CITY OF MILPITAS

MILPITAS, CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

SOUTH MILPITAS BLVD ROAD EXTENSION PROJECT

PROJECT NO. 2016

VOLUME I

Recommended for Bidding: Lyhak Eam

Lyhak Eam, P.E., Public Works Division Manager – Engineering

Approved for Bidding: Michael Silveira 3/25/26

Michael Silveira, P.E., City Engineer

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00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Milpitas ("City") invites and will receive sealed Bids **up to but not later than 2:00 p.m. on Tuesday, May 5, 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 **SOUTH MILPITAS BLVD ROAD EXTENSION PROJECT, PROJECT NO. 2016 (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 120 calendar days after the Bid opening date.

Bids must be submitted on the City's Bid Forms in person. No bid shall be accepted through OpenGov Procurement. Bidders may obtain a copy of the Contract Documents from OpenGov Procurement (https://procurement.opengov.com/portal/milpitas-ca). To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

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 16, 2026 at 2:00 p.m. and on Tuesday, April 21, 2026 at 2:00 p.m. to review the project's existing conditions at 1841 Tarob Court, Milpitas, California 95035 parking lot.** Representatives of the City and consulting engineers, if any, will be present. Bidders need only to attend one Pre-Bid Conference. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and issued as an Addendum. Bids will not be accepted from any bidder who did not attend one of the mandatory Pre-Bid Conferences.

The deadline for submitting questions related to this bid is **Thursday, April 24, 2026 at 4:00 p.m.** Contact **Reshad Osman, Assistant Engineer for questions submittal**. Addenda with answers to questions received by the specified time will be posted following the close of questions.

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

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

Pursuant to Labor Code Section 1773 and Davis-Bacon Act, City has obtained the federal prevailing rate of per diem wages and the federal 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 the federal prevailing wage rates may be obtained via the internet at: SAM.gov, and is also included in Appendix P.

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

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

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

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: **Class A from the Contractor's State License Board.** The Engineer's Estimate for the project base bid item is between **$5,500,000 and $6,500,000.**

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the City may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those

listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

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

The project is subjected to Buy America requirements. Bidders shall refer to Section 8 of Appendix A – Federal Aid Contract Language.

For further information, contact **Reshad Osman, Assistant Engineer**, at City of Milpitas City Hall, 455 E. Calaveras Bouelvard, Milpitas, CA 95035, or email at rosman@milpitas.gov, or call at (408) 609-1824.

END OF NOTICE INVITING BIDS

00 21 13 – INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from https://procurement.opengov.com/portal/milpitas-ca 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 https://procurement.opengov.com/portal/milpitas-ca. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

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

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

3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

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

4. INSPECTION OF SITE; PRE-BID CONFERENCE

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

5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the City shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide City a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Any Addenda will be posted on https://procurement.opengov.com/portal/milpitas-ca. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact **Reshad Osman, Assistant Engineer,** at City of Milpitas City Hall, 455 E. Calaveras Bouelvard, Milpitas, CA 95035 or (408) 609-1824 to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

9. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

The successful bidder will be required to self-perform at least 25% of the work.

10. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

11. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to City of Milpitas; or (c) a Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to City of Milpitas as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and City may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the City. City will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

12. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 *et seq*., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

13. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

15. WAGE THEFT CERTIFICATION

Bidders on public works contracts are required to submit a certification disclosing whether the Bidder or any of its proposed subcontractors has been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline.

16. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The City reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

17. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City the following certificate prior to performing the work under this Contract:

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

The form of such Workers' Compensation Certificate is included as part of this document.

18. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

19. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed

envelope, addressed and delivered or mailed, postage prepaid, to the City Clerk before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the City as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____(Bidder's Name)_____
for the South Milpitas Blvd Road Extension Project, Project No. 2016

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City may reject any bid not strictly complying with City's designated methods for delivery.

20. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

A. The name and business location of the bidder.

B. The nature and amount of the bid security furnished by bidder.

C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The City may, in its sole discretion, elect to postpone the opening of the submitted Bids. The City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

21. WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to City within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq*., or as otherwise may be allowed with the consent of the City.

22. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

23. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The City will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

24. PREVAILING WAGES

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the City or may be obtained online at http://www.dir.ca.gov. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

26. INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of City, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted

to City within ten (10) working days from the date the City provides the successful bidder with the Notice of Award.

28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

29. FILING OF BID PROTESTS

Consistent with Section I-2-3.19 of the Milpitas Municipal Code, Bidders may file a "protest" of a Bid with the City of Milpitas Purchasing Agent. In order for a Bidder's protest to be considered valid, the protest must:

A. Be filed in writing no later than seven (7) calendar days after the posting of the intent to award;

B. Clearly identify the specific irregularity or accusation;

C. Specify in detail the grounds for protest and the facts supporting the protest;

D. Include all relevant, supporting documentation with the protest at time of filing;

E. Set forth the proposed remedy requested.

If the protest does not comply with each of these requirements, the City may reject the protest without further review.

If the protest is timely and complies with the above requirements, the Purchasing Agent shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The Purchasing Agent will provide a written response to the protestor. The Purchasing Agent's decision on a bid protest for a procurement in an amount no more than Fifty Thousand Dollars ($50,000) shall be final. For procurements having a value of more than Fifty Thousand Dollars ($50,000), the City Council will consider the protest and take action thereupon, which action shall be final.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

30. BASIS OF AWARD; BALANCED BID

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Base Bid alone unless otherwise set forth in the Notice Inviting Bids.

The City may reject any Bid which, in its opinion when compared to other Bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may

01reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

31. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have fourteen (14) calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty-one (21) calendar days from the date of the Notice of Award. Once the City receives all of the properly drafted and executed documents, certifications from the Bidder, and any other documents as maybe specified in the Contract Documents, the City shall issue a Notice to Proceed to that Bidder.

32. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

00 41 43 – BID FORMS

1.1 Bid Acknowledgement.

NAME OF BIDDER: _____

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

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

SOUTH MILPITAS BLVD ROAD EXTENSION PROJECT, PROJECT NO. 2016

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. Equal Employment Opportunity Certification
4. Debarment and Suspension Certification
5. Non-lobbying Certification for Federal-aid Contracts
6. Noncollusion Declaration form.

7. Iran Contracting Act Certification form.

8. Public Works Contractor Registration Certification form.

9. Attached is the completed Wage Theft Certification form.

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

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

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

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

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

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

_____

_____

_____

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

(SIGNATURES CONTINUED ON NEXT PAGE)

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

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

(Bidder's Name – Print or Type)

_____
(Name and Title)

(Corporate Seal)

_____
(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

1.2 BID SCHEDULE

NO.	ITEM DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL ITEM PRICE
1	Mobilization/Demobilization (5% max)	1	LS		
2	SWPPP/ Erosion Control	1	LS		
3	Traffic Control	1	LS		
4	Control of Water	1	LS		
5	Building Demolition	1	LS		
6	Selective Demolition	1	LS		
7	Bridge Foundation	1	LS		
8	Bridge Structural Concrete & Steel	1	LS		
9	Earthwork (cut/fill)	1	LS		
10	Site Concrete	1	LS		
11	Asphalt Pavement	1	LS		
12	Storm Drain Improvement	1	LS		
13	Water Improvement	1	LS		
14	Recycle Water Improvement	1	LS		
15	Chain Link Fence & Gate	1	LS		
16	Signage & Striping	1	LS		
17	Street Lighting and Electrical Improvements	1	LS		
18	Installation of Aesthetic Enhancement, Steel	1	LS		
19	Installation of Aesthetic Enhancement, Glass & Glazing	1	LS		
20	Installation of Aesthetic Enhancement, Electrical & Lighting	1	LS		
21	Painting of Aesthetic Enhancement	1	LS		
22	Restoration of Vegetation	1	LS		
				TOTAL BASE BID PRICE	

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

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

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

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

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

ALTERNATE BIDS	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL ITEM PRICE
#1	Hidden Lake Park Mitigation Improvements	1	LS		
				TOTAL ALTERNATIVE BID PRICE	

1.3 List of Subcontractors

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

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

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

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

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

(Attach additional sheets if necessary)

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

1.4 Equal Employment Opportunity Certification

The bidder_____,
proposed subcontractor _____, hereby certifies that he has ___ , has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___, has not ___ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note:The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ___ No ___

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

1.5 Debarment and Suspension Certification

TITLE 2, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof also constitutes signature of this Certification.

1.6 Non-lobbying Certification for Federal-aid Contracts

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.ll(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.llThis certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

[DISCLOSURE OF LOBBYING ACTIVITIES FORM]

1.7 Bidder Information and Experience Form

A. INFORMATION ABOUT BIDDER

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

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

_____

_____

Facsimile Number Telephone Number

_____

Email Address

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

_____

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

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

_____

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

6.1. Date of Incorporation: _____

6.2. State of Incorporation: _____

6.3. President's Name: _____

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

_____

6.5. Secretary's Name: _____

6.6. Treasurer's Name: _____

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

7.1. Date of Organization: _____

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

_____

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

13.0 List Trade References:

_____

_____

_____

_____

14.0 List Bank References (Bank and Branch Address):

_____

_____

_____

_____

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

_____

_____

_____

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

B. LIST OF CURRENT PROJECTS (BACKLOG)

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

C. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

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

C1. LIST OF COMPLETED PROJECTS ASSOCIATED WITH AESTHETIC ENHANCEMENT WORK (SEE SECTION 12 00 00 – AESTHETIC ENHANCEMENT ASSEMBLIES)

Fabricator and Installer of Aesthetic Enhancement Assemblies shall be an experienced fabricator of custom architectural metalwork having completed a minimum of **two projects** similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requires of authorities having jurisdiction.

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

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

_____

_____

_____

2. Summarize each person's specialized education:

_____

_____

_____

3. List each person's years of construction experience relevant to the project:

_____

_____

_____

4. Summarize such experience:

_____

_____

_____

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

_____

_____

_____

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name _____

Title _____

Date _____

1.8 Non-Collusion Declaration

The undersigned declares:

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

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

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

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

Name of Bidder _____

Signature _____

Name _____

Title _____

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

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

☐ The Contractor is not:

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

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

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

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

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____

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

1.10 Public Works Contractor Registration Certification

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

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

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

Name of Bidder:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

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

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

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

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

1.11 Wage Theft Certification

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

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

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

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

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____

1.12 Contractor's Certificate Regarding Workers' Compensation.

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

1.13 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 the South Milpitas Blvd Road Extension Project, Project No. 2016.

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

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

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

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

(Corporate Seal)

_____
Contractor/Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

¨ 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.

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

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:

SOUTH MILPITAS BLVD ROAD EXTENSION PROJECT, PROJECT NO. 2016

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 **480 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
Equal Employment Opportunity Certification

Debarment and Suspension Certification
Non-lobbying Certification for Federal-aid Contracts
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
Appendix A through Appendix P

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

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

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

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

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

i. **WAGE THEFT PREVENTION.**

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

(b) BY SIGNING THIS CONTRACT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO

EXECUTING THIS CONTRACT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS CONTRACT.

(c) If at any time during the term of this Contract, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Contract has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Contract demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

(d) For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

(e) Failure to comply with any part of this Section constitutes a material breach of this Contract. Such breach may serve as a basis for immediate termination of this Contract and/or any other remedies available under this Contract and/or law.

(f) Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Contract and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF MILIPITAS

By _____
Jared Hernandez
Acting City Manager

_____
Date

[INSERT NAME OF CONTRACTOR]

By: _____

Its: _____

Printed Name: _____

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

APPROVED AS TO FORM:

By: _____
Christopher Creech
Acting City Attorney

APPROVED:

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

APPROVED AS TO CONTENT:

By: _____
Christian Di Renzo
Public Works Director

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

¨ Individual
¨ Corporate Officer

_____
Title(s)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

00 61 13 – BOND FORMS

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

(The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

¨ 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.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

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

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_____
Title(s)

¨ Partner(s) ¨ Limited ¨ General
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¨ Guardian/Conservator
¨ Other:

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

END OF PERFORMANCE BOND

1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

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

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

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

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

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

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

this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

¨ Individual
¨ Corporate Officer

_____
Title(s)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

Notary Acknowledgment

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COUNTY OF _____

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

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

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Signature of Notary Public

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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 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, [INSERT EDITION]. Any reference therein to a State agency or officer shall be interpreted as if the corresponding City office or agent acting under this contract were so specified.

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

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

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

K. City -- The City of Milpitas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New Year's Day - January 1
Martin Luther King Jr.'s Birthday – Third Monday in January
President's Day – Third Monday in February
Cesar Chavez's Day – March 31
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 CONTRACT DOCUMENTS

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

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

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

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

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

ARTICLE 3 PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

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

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

ARTICLE 4 CONTRACT DOCUMENTS: COPIES & MAINTENANCE

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

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

ARTICLE 5 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

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

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

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

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

ARTICLE 6 EXISTENCE OF UTILITIES AT THE WORK SITE

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

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

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

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

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

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

ARTICLE 7 SOILS INVESTIGATIONS

A. Reports and Drawings. The Special Conditions identify:

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

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

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

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

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

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

ARTICLE 8 CONTRACTOR'S SUPERVISION

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

ARTICLE 9 WORKERS

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

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

ARTICLE 10 INDEPENDENT CONTRACTORS

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

ARTICLE 11 SUBCONTRACTS

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

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

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

ARTICLE 12 VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

ARTICLE 13 REQUESTS FOR SUBSTITUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 SHOP DRAWINGS

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

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

ARTICLE 15 SUBMITTALS

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

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

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

ARTICLE 16 MATERIALS

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

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

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

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

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

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

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

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

ARTICLE 17 PERMITS AND LICENSES

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

ARTICLE 18 TRENCHES

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

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

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

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

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

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

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

ARTICLE 19 DIVERSION OF RECYCLABLE WASTE MATERIALS

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

ARTICLE 20 REMOVAL OF HAZARDOUS MATERIALS

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

ARTICLE 21 SANITARY FACILITIES

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

ARTICLE 22 AIR POLLUTION CONTROL

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

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

ARTICLE 23 LAYOUT AND FIELD ENGINEERING

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

ARTICLE 24 TESTS AND INSPECTIONS

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

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

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

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

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

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

ARTICLE 25 PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 26 CONTRACTOR'S MEANS AND METHODS

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

ARTICLE 27 AUTHORIZED REPRESENTATIVES

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

ARTICLE 28 HOURS OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 30 PREVAILING RATES OF WAGES

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

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

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

ARTICLE 31 PUBLIC WORKS CONTRACTOR REGISTRATION

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

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

ARTICLE 32 EMPLOYMENT OF APPRENTICES

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

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

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

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

ARTICLE 33 NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

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

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

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 34 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

ARTICLE 35 LABOR/EMPLOYMENT SAFETY

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the City prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the City Standards. Contractor shall adhere to the City's lock out tag out program.

ARTICLE 36 INSURANCE

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish City with original certificates of insurance and endorsements effective coverage required

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

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

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

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

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

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

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

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

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

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

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

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

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

F. **Builder's Risk ["All Risk"]**

1. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility for the Work until the Work is formally accepted by the City. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.

2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and City, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by City.

3. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to City to ensure adequacy and sublimit.

4. In addition, the policy shall meet the following requirements:

   a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

   b. Coverage shall include all materials stored on site and in transit.

   c. Coverage shall include Contractor's tools and equipment.

   d. Insurance shall include boiler, machinery and material hoist coverage.

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.

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

ARTICLE 37 FORM AND PROOF OF CARRIAGE OF INSURANCE

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

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

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

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

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

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

ARTICLE 38 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

B. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. The Contractor shall implement measures and make contingencies as may be required to protect the Work and to all allow Work to proceed during wet or inclement weather to prevent delay or stoppage.

Extension of Time Due to Weather Delays: The City and Contractor mutually agree that excusable delay events associated with the occurrence of inclement weather will be based only on conditions that were not foreseeable at the time the Contract was entered into. The Contractor's construction schedule shall include an allowance for the following schedule of expected weather delay days. If the Contractor encounters fewer inclement weather days per month or in total than shown below, then the City has the right to use the unencountered balance of days as an offset against any other claims for excusable delays or Owner-caused

delays. Actual inclement weather days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. All Contractor claims for excusable delay due to excessive inclement weather shall be for critical path work only and must be supported by a Time Impact Analysis as described in Article 42. No additional compensation will be granted for an excusable delay.

Month	Calendar Days
January	6
February	6
March	7
April	4
May	3
June	1
July	0
August	1
September	2
October	2
November	3
December	5
Total Annual Inclement Weather Days	40

C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

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

ARTICLE 39 SCHEDULE OF VALUES, COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

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

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

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

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

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

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

ARTICLE 40 PROGRESS ESTIMATES AND PAYMENT

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

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

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

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

2. Defective work not remedied.

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

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

5. Damage to another contractor or a third party.

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

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

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

9. Site cleanup.

10. Failure to comply with Contract Documents.

11. Liquidated damages.

12. Legally permitted penalties.

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

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

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

ARTICLE 41 SECURITIES FOR MONEY WITHHELD

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be

deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

ARTICLE 42 CHANGES AND EXTRA WORK.

A. **Contract Change Orders.**

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

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

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

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

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

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

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

B. **Contract Price Change.**

1. Process for Determining Adjustments in Contract Price.

   a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the City, unless the City requests that proposals be submitted in less than seven (7) Days.

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

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

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

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

2. Unit Price Change Orders.

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

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

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

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

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

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

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

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

4. Time and Materials Change Orders.

a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for

labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.

b. Timely and Final Documentation.

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

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

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

c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.

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

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

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

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

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

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

iv. If, in the opinion of the City's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the

cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.

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

e. Equipment.

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

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

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

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

(ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through

direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the City's Representative. Contractor may furnish cost data which might assist the City's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

(a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

(b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then City shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the City that the equipment could be actively used on another project.

(i) All equipment shall, in the opinion of the City's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.

(ii) Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

(iii) Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.

i. Invoices for Special Services. When the City's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the City's Representative.

ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.

iii. When the City determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.

g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.

i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;

ii. Office Expenses. Expenses of Contractor's principal and branch offices;

iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;

vi. Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;

x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide City with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as City may reasonably request.

ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.

iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.

iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.

6. For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors

7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed record of the cost to the Contractor, signed by such vendor or supplier.

8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.

10. If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a Change Order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the City may require.

C. **Change of Contract Times.**

1. The Contract Times may only be changed by a Change Order.

2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.

3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless City's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.

4. City may elect, at City's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.

5. <u>Use of Float and Critical Path.</u>

a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the City or the Contractor.

b. Contractor shall not be entitled to compensation, and City will not compensate Contractor, for delays which impact early completion.

Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.

6. Contractor's entitlement to an extension of the Contract Times is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the City-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.

   a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

   b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by the City), Acts of God, acts or failures to act of utility owners not under the control of City, or other causes not the fault of and beyond control of City and Contractor, then Contractor shall be entitled to an time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.

   c. Utility-Related Delays.

      i. Contractor shall immediately notify in writing the utility owner and City's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.

      ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

   a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is

entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.

b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

a. City's liability to Contractor for delays for which City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.

b. City and City's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices City's and City's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

10. Contractors submission of daily construction reports and schedule updates in accordance with these Contract Documents is required for the evaluation of the merits of time extension request. Failure of the Contractor to submit daily construction reports and schedule updates shall constitute a waiver of its right to seek a time extension or additional compensation.

ARTICLE 43 FINAL ACCEPTANCE AND PAYMENT

A. Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. Final Acceptance. After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as-builts), and other documents required by the Contract Documents, the City shall execute and file with the County in which the Project is located a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

C. Final Payment.

1. Application for Payment. Upon execution of the Notice of Completion, Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied (except as previously delivered) by: all documentation called for in the Contract Documents, including but not limited to a fully completed Conditional Waiver and Release on Final Payment

2. City's Review of Application and Acceptance. If, on the basis of the City's observation of the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the City is satisfied that the Work has been completed and Contractor has satisfied all other requirements for final payment, the City will process the final payment appllication. Otherwise, the City will return the payment application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the application for payment.

3. Payment Becomes Due. Within sixty (60) Days after the presentation to the City of the proper and complete final application for payment and accompanying documentation, the amount recommended by the Engineer, less any sum the City is entitled to set off pursuant to the Contract Documents, will become due and will be paid by the City to Contractor.

D. Waiver of Claims. The making and acceptance of final payment will constitute a waiver of all Claims by Contractor against the City other than those previously made in accordance with the requirements herein and expressly acknowledged by the City in writing as still unsettled.

ARTICLE 44 OCCUPANCY

The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract.This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 45 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, officials, officers, agents, employees, and representatives, and each of them from and against:

A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.

B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the City Council's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the

City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

ARTICLE 46 PROCEDURE FOR RESOLVING DISPUTES

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 42, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

B. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 42 "Changes and Extra Work" has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 42, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

C. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

2. List of documents relating to claim:

   Specifications

Drawings

Clarifications (Requests for Information)

Schedules

Other

3. Chronology of events and correspondence

4. Analysis of claim merit

5. Analysis of claim cost

6. Time Impact Analysis in CPM format

D. **City's Response.** Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the City issues its written statement.

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than $15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

E. **Meet and Confer.** If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

F. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

G. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

H. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator,

shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

I. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

J. **Non-Waiver.** The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

ARTICLE 47 CITY'S RIGHT TO TERMINATE CONTRACT

A. **Termination for Cause by the City:**

1. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its Surety of the City's intention to terminate this Contract. This notice of intent to terminate

shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

2. In the event that the City serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the City written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the City's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the City's service of said notice upon Surety; then the City may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.

3. In the event that the City elects to obtain an alternative performance of the Contract as specified above: (1) the City may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the City in the event of such suspension is hereby created against any property of Contractor taken into the possession of the City under the terms hereof and such lien may be enforced by sale of such property under the direction of the City Council without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the City against Contractor, the balance will be paid to Contractor or Contractor’s legal representatives.); and (2) Surety shall be liable to the City for any cost or other damage to the City necessitated by the City securing an alternate performance pursuant to this Article.

B. **Termination for Convenience by the City:**

1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the City determines that a termination is in the City's interest.

2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the Effective Date of such termination.

3. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

   a. Stop Work as specified in the Notice.

b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

f. Submit to the City's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as “Termination Costs occasioned by the City's Termination for Convenience.”

4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.

5. In the event that the City exercises its right to terminate this Contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:

a. All actual reimbursable costs incurred according to the provisions of this Contract.

b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the City's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.

c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.

C. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

ARTICLE 48 WARRANTY AND GUARANTEE OF WORK

A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.

C. In addition to the warranty set forth in this Article, Contractor shall obtain for City all warranties that would be given in normal commercial practice and assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City as required.

D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

H. Acceptance of Defective Work.

1. If, instead of requiring correction or removal and replacement of Defective Work, the City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.

2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by City.

3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.

4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to City.

I. City May Correct Defective Work.

1. If Contractor fails within a reasonable time after written notice from City's Representative to correct Defective Work, or to remove and replace rejected Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.

2. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City and City's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable City to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price.

4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.

5. If the Change Order is executed after all payments under the Contract have been paid by City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.

6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to City.

7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to City correcting Defective work.

J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 49 DOCUMENT RETENTION & EXAMINATION

A. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

B. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.

C. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

ARTICLE 50 SEPARATE CONTRACTS

A. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.

C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 51 NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever

is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 52 NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

ARTICLE 53 STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 54 INTEGRATION

A. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

B. **Contract Documents Represent Entire Contract.**The Contract Documents represent the entire agreement of the City and Contractor.

ARTICLE 55 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 56 CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect City's rights under the Contract, including but not limited to the bonds.

ARTICLE 57 ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all

causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 58 PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 59 CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

ARTICLE 60 JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Santa Clara County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

ARTICLE 61 LAWS AND REGULATIONS

A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.

B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (“ADA”) (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 62 PATENTS

Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

ARTICLE 63 OWNERSHIP OF CONTRACT DOCUMENTS

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of the Work.

ARTICLE 64 NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 65 SURVIVAL OF OBLIGATIONS

All 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.

00 73 13 – SPECIAL CONDITIONS

1.1 Engineer of Record.

For purposes of this Project, the Engineer of Record or Engineer shall be:

- Structural Engineer - Jonathan P. Jensen, S.E., Cornerstone Structural Engineering Group
- Civil Engineer – Jason J. Neri, P.E., CBG
- Architect – William E. Gould, AIA, Artik

1.2 Location of the Project.

A The Project is located in the City of Milpitas near the Penitencia East Channel which will connect South Milpitas Boulevard on the north side of the channel with a new connector street between Tarob Court and Sango Court on the south side of the channel.

B The general location of the Project is shown on Drawing Sheet No. C-001.

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

A City has obtained 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. The Agencies having jurisdiction over the portion or all project site includes, but not lmitteid to:

- City of Milpitas Building Department
- Regional Water Quality Control Board (Appendix H)
- California Department of Fish & Wildlife (Appendix I)
- U.S. Army Corps of Engineer (Appendix J)
- Santa Clara Valley Water District (Appendix M)

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. The contractor is solely responsible for coordinating with all regulatory agencies regarding the permits.

B 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.

C Contractor shall, also, as a condition for receiving final payment, obtain, and provide City's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by City.

1.4 Site Data.

A The data provided herein is for the information of Contractor and is subject to all limitations and conditions set forth in the Contract Documents.

B Subsurface Exploration Data. The following data are included in the Project Manual:

- Foundation Exploration 2017, ENGEO – January 5, 2017 (Appendix D) and Revised on March 26, 2020.
- Geotechnical Report 2024, ENGEO – June 17, 2024 (Appendix E)

C Other Site Data. The following data are available for inspection at City's office:

- Risk Management Plan 2020, Envirocom – April 10, 2020 (Appendix G)
- Soil and Groundwater Management Plan 2019, Envirocom – February 1, 2019 (Appendix K)

Copies of these reports, drawings and other materials may be examined at City's office during regular business hours.

1.5 Designation of City's Representative.

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

1.6 Project Retention

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

1.7 Liquidated Damages Due to Contractor Delay.

A Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, City will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, City shall therefore be entitled to **$6,700** per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.

B Liquidated damages may be deducted from progress payments due to Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent City, in case of Contractor's default, from terminating the Contractor.

1.8 Utility Outages – Notices to Residents.

A Should Contractor's operations require interruption of any utility service, Contractor shall notify City at least ten (10) Days prior to the scheduled outage.

Contractor will notify all impacted residents on a form provided by City at least seven (7) Days prior to the scheduled outage.

B Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.9 Schedule Constraints.

A All construction activities including, but not lmitied to, staging, demolition, grading, earthwork, falsework or tempoary access below the plane of ordinary high water shall be confined to the low-flow period, between April 15 and October 15. See permit requirements as specified in Attachments H, I, J and M.

B If any construction must occur during the Nesting Season between January 15 to August 31, the contractor shall retain a qualified biologist to perform a pre-construction survey to determine the presence of nesting birds. If nesting activity is identified, the contractor shall implement all mitigation measures recommended by the biologist to protect the nesting area.

C Contractor is responsible for reviewing and adhering to all permit requirements as specified within the project's specifications.

Compliance with these measures is mandatory, and any failure to adhere may result in work stoppages. The Contractor is responsible for planning operations, sequencing, and resource allocation to comply with these restrictions. The 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.

1.10 Coordination with Other Contractors.

A In addition to the Contract requirements relating to other work at the Site, City anticipates that other contractors will be performing work within the Site. Specifically:

- City Public Works Staff
- Private Development's Contractor across the project site (Toll Brothers Inc.)
- Santa Clara Valley Water District
- PG&E
- Anton Milpitas LLC (1828 S. Milpitas Blvd)
- The Harlowe LLC (1821 S. Milpitas Blvd)
- H.T. Harvey (City Biologist)

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.

1.11 Environmental Mitigation & Monitoring

A. Contractor shall follow all requirements set in the Risk Management Plan (Appendix G) and Soil and Groundwater Management Plan (Appendix K) due to past site contamination. This includes, but is not limited to:

1. Separating and storing soil/building materials until testing is completed

2. Off-hauling and disposal of any contaminated soil/building materials at appropriate disposal site with no additional cost to the City.

3. Adherence to Health and Safety Plan (to be completed by City furnished environmental specialist)

B. Contractor shall follow Mitigation Monitoring and Reporting Program (MMRP) (Appendix O) and follow all actions as listed in the attachment. Implementation of all listed items is solely the responsibility of the contractor.

1.12 Archeology

A. If cultural materials are discovered during construction, contractor shall inform the City promptly and work shall be halted in that area until a qualified archaeologist has assessed the potential discovery and determined the need for further action.

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 DESCRIPTION

A. The Project purpose is to construct a bridge across Penitencia East Channel (Channel) to connect South Milpitas Boulevard on the north side of the channel with a new connector street between Tarob Court and Sango Court on the south side of the channel. Project work includes extending South Milpitas Boulevard approximately 250 feet from its current termination point to a new intersection, constructing connections to the existing Valley Water maintenance roads, extending existing potable water and recycled water lines, constructing sidewalk, curb, gutter, and bioretention, and demolishing an existing vacant office building and associated parking lot.

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.

(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. Constraints. Noise control shall conform to the provisions in the most current version of the City of Milpitas Noise Abatement Ordinance, Ord. No. 196.6. Per Ord. No. 196.6, Municipal Code Section V-213. No person shall engage or permit others to engage in construction of any improvements or in the construction operations related thereto, including delivery of construction materials, supplies, or improvements on or to a construction site except within the hours of 7:00 a.m. to 7:00 p.m., on weekdays and weekends. Weekdays shall mean any Monday through Friday that is not defined as a holiday. Weekends shall mean Saturdays and Sundays, that are not holidays. Construction is never permitted on the following City holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. There shall be exceptions for emergency construction and repair that is necessary for protection of life and property and for operation to construct and maintain facilities within the public right-of-way as deemed necessary by the Engineer. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to

trucks, transit mixers or transient equipment that may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel. 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 this Constraints.

As discussed in the Technical Specifications, the Contractor may also be allowed to work around the clock during certain well drilling and well construction activities, if requested in writing and receives in advance, written approval from the Public Works Director.

B. 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.

C. Construction Schedule Requirements. Refer to Technical Specifications.

D. 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.

E. Weather Allowance. The schedule shall allow adequate time for inclement weather.

F. Pre-construction meeting. A meeting will be scheduled by the Engineer with the Contractor at the beginning of the work to review the project requirements and the Contractors proposed construction schedule. The meeting shall be attended by responsible representatives of the Contractor, including the designated Contractor's Project Manager and Superintendent. The Contractor shall bring a copy of the Base Line Schedule and the Progress Schedule to the Preconstruction Meeting.

G. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the City. The Engineer may withhold progress payments

or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule. When the Contractor's activities have fallen behind the base line schedule by two weeks or more, the Contractor shall submit a plan for schedule recovery indicating in detail how the Contractor proposes to get the Work back on schedule. Owner reserves the right to require Contractor to adjust, add to, or clarify any portion of any schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.

H. Daily Construction Reports. On a daily basis, Contractor shall submit a daily activity report to Engineer for each workday, including weekends and holidays, when worked. Contractor shall obtain Engineer's written approval of report format prior to implementation.

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.

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.

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 requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.

2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.

3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.

4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.

5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.

6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

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

G. Site Surveyor.

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

H. Field Quality Control.

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

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the City. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.

2. For pipeline construction, soil compaction testing will be done at 100-foot intervals or as ordered by the project soils/geotechnical report at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill or as otherwise ordered by the project soils/geotechnical report; at the top of the trench backfill, which sould be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

J. Cost. Full compensation for the Work involved in the site conditions surveys 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.

3.6 REQUEST FOR INFORMATION

A. Should the Contractor have questions or doubt as to the true meaning of any part of the plans and specifications during the fulfillment of the contract, the Contractor shall make a written request for information (RFI) to the Engineer for clarification or interpretation of the point or points in question. The Engineer, after receipt of such request, shall give to the Contractor a written clarification of the point or points in questions, which shall be final and binding and become a part of the contract. The Contractor will be required to certify with signature using the city form that RFI's submitted are not frivolous, and if answers to such RFI's are easily found within the Contract Documents, the RFI may be considered by the Engineer as a frivolous RFI, and no response from the Engineer will be required.

3.7 SUBMITTALS

A. Within ten (10) working days after receiving the Notice to Proceed, the Contractor shall provide a detailed list of all individual submittals required under the contract. The list shall reference the Specification section/article/paragraph numbers that require the submittal. The list shall also state the date the Contractor plans to transmit the submittal to the Engineer for review. Failure to include items required to be submitted on the list shall not relieve the Contractor from the obligation to provide such submittal. Upon acceptance by the Engineer, the submittal list shall become part of the contract documents.

B. All project submittals shall be submitted to the Engineer within ten (10) working days from the date of the Notice to Proceed unless noted otherwise.

C. The Contractor shall provide five (5) copies of each submittal in accordance with the General Conditions and Technical Specifications for review by the Engineer. The Engineer will return two (2) copies of the reviewed submittals to the Contractor. Each submittal shal include the City standard submittal transmittal letter.

D. Submittals shall be prepared in such form that data can be identified with the applicable Specification section/article/paragraph. The data shall clearly demonstrate compliance with the Contract Plans and Specifications and shall relate to the specific material, equipment to be furnished, or process to be followed. Where manufacturer’s standard drawings are employed, they shall be clearly marked to show what portions of the data are applicable to this project. The mark ups shall be by colored highlight or colored stamp, using a color that will copy.

E. Submittal coordination is the responsibility of the Contractor. The responsibility shall not be delegated in whole or in part to subcontractors or suppliers.

F. All submittals (material samples, shop drawings and supporting data, catalogs, schedules, etc.), shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. The Contractor shall check all submittals before submitting them to the Engineer.

G. Each submittal shall relate only to one item or groups of items logically related, and shall be accompanied by the City's Standard Submittal Cover Sheet with the following information identified:

1. Project Name and City Project Number

2. Submittal Number

3. Date Submitted

4. Specification Section reference for submittal

5. Contractor contact information

6. Contact information for subcontractor, supplier, or manufacturer as applicable

7. Shop Drawings shall include a 4” x 5” space provided for review comments

8. Substitutions shall be clearly identified as such

9. Contractor shall certify with signature that submittals are in compliance with the Contract Documents, and are not in conflict or deviate from other project requirements

10. Include required or appropriate certificates for welding, installer, manufacturer, product, material, material test, product test etc.

H. Allow fifteen (15) days, unless otherwise specified for the Engineer’s review of submittals and resubmittals. Note that there are some different requirements for Construction Schedule submittals. No extension of time will be allowed through failure of the Contractor to either transmit submittals sufficiently in advance of the work or on account of resubmittals.

I. Incomplete submittals will not be accepted and will be returned to the Contractor.

J. If the Engineer’s review of a submittal requires cross reference to, or coordination with, another submittal not yet transmitted to the Engineer for review, it will be returned to the Contractor for resubmittal at a more appropriate time.

K. If the Engineer’s review of a submittal reveals that supplemental information is necessary to complete the review, it will be returned to the Contractor for augmentation and resubmittal.

L. After review by the Engineer of each of the Contractor’s submittals, the material will be returned to the Contractor marked with actions defined as follows: (Actual wording may be different, but will convey similar meaning.)

1 NO EXCEPTIONS NOTED: The Engineer finds no exceptions to the submittal. The determination relies solely upon information provided in the submittal, including the Contractor’s certification, and its compatibility with future submittals, and additional partial submittals for portions of the work

not covered in this submittal. This determination does not constitute Engineers acceptance or deletion of specified or required items not shown in a partial submittal.

2 MAKE CORRECTIONS: Minor corrections as noted by the Engineer shall be made by the Contractor. No resubmittal is required.

3 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.

4 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.

5 ACCEPTED FOR RECORD: City has received the submittal and the submittal is filed. See item m below.

M. Submittals shall be reviewed as a complete package and will not be returned marked with more than one of the actions noted above. Any submittal that requires further review shall be resubmitted in its entirety, using the same submittal number and a revision number, until the full submittal has been favorably reviewed or noted for record.

N. Favorable review by the Engineer will not constitute acceptance by the Engineer of any responsibility for the accuracy, coordination and completeness of submittals, shop drawings or the items of equipment represented on the drawings. Accuracy, coordination, and completeness of submittals shall be the sole responsibility of the Contractor, including responsibility to back-check comments, corrections, and modifications from the Engineer's review before construction or fabrication commences. Similarly, the Engineer accepts no responsibility for the correctness, compatibility or coordination of construction methods, schedules or materials.

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction, coordination of his work with that of all trades and the satisfactory performance of his work.

O. The Contractor shall not proceed with the procurement, fabrication, delivery, construction or installation of items requiring a submittal without favorable review of the submittal by the Engineer. Items (1), (2) and (5) above are considered "favorable review." Items (3) and (4) above are considered "unfavorable review." Favorable review shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of Law, nor constitute a Contract Change Order.

P. It is expected that the Contractor shall provide complete and acceptable submittals to the Engineer the first time. The Engineer may recover the cost of processing and reviewing resubmittals in case the number of first resubmittals exceeds 10% of the total number of submittals required. The Engineer may recover all the costs of processing and reviewing second resubmittals.

Q. After submittals are reviewed, the Engineer will return two copies to the Contractor. For shop drawings, only the reproducible will be returned. It shall be the Contractor's responsibility to copy and/or conform reviewed Shop Drawings in sufficient numbers for its files, subcontractors and vendors.

R. Contractor has the option to provide electronic or harcopy submittals.

3.8 SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

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

B. Technical Manuals.

1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by City's operation and maintenance staff.

2. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." The Contractor shall furnish to City four (4) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

C. Spare Parts List - The Contractor shall furnish to City six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by City in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist City in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

D. Record Drawings

1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or

concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.

2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.

3. Record drawings shall be accessible to City's Representative at all times during the construction period. The record drawings shall be kept up to date and will be checked by the City prior to each progress payment. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.

4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to City's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

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

3.9 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.

3.10 LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor. Contractors anticipated Haul Routes shall be in compliance with the City's approved Truck Routes available from the Engineer.

2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site.

3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to City's Representative.

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

B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.

C. Construction Water.

1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.

2. Construction recycled water will be made available to the contractor from one of three fill locations within the city limits. If there is a need for construction recycled water during construction, the contractor shall apply for a city construction recycled water meter at the city hall finance counter prior to the beginning of work. A security deposit of $2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. if the rental fee and the water costs exceed the $2,000.00 deposited, an invoice will be issued to the contractor for payment.

3. Construction potable water will only be made available to the contractor if it can be demonstrated that recycled water cannot be used for the construction activities. potable water will be made available from existing city fire hydrant(s) nearest the proposed construction site as approved by the engineer, or by such other means as may be expressly approved in writing by the engineer. If there is a need for water during construction, the contractor shall apply for a city construction water meter at the city hall finance counter prior to the beginning of work. a security deposit of $2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. If the rental fee and the water costs exceed the $2,000.00 deposited, an invoice will be issued to the contractor for payment.

4. All required water, all work and materials required for obtaining, pumping, transporting and applying and otherwise disposing of said water shall be in an approved manner and shall be performed by, and at the expense of the contractor and no extra or separate compensation will be made thereof.

D. Operation of Existing Water Facilities

1. The Contractor shall not operate any of the existing water systems, including pumps, motors, valves, and hydrants, but shall contact the City two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the City.

2. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The City will perform all notification to existing customers regarding temporary loss of service.

3. Contractor shall submit a request on City's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or

private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make 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. Lane Closure Restrictions

1. Any lane closure requires the submittal of a Traffic Control Plan. The Traffic Control Plan shall provide for the orderly and predictable movement of all traffic and pedestrians and for such guidance and warning as needed to ensure the safe and informed operation of individual elements of the traffic stream. Contractor shall not detour traffic or close lanes until the Traffic Control Plan has been approved by the Engineer.

G. Traffic Control

1. General. The Contractor is required to prepare and submit a TCP for the project. The TCP must be stamped and signed by licensed professional engineer (PE) or licensed traffic engineer (TE). The City must approve the TCP prior to any traffic related work.

2. Contractor shall submit the Traffic Control Plan, Proposed Truck Route/Haul Route and City of Milpitas Transportation Permit, if applicable to Contractor's operations.

3. 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. Traffic control shall be coordinated for the minimum inconvenience and maximum safety of the public during the construction period. The Contractor shall maintain traffic circulation at all times during the project. 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. The Contractor shall provide radio-equipped flag persons during all one-lane operations. Flag persons shall be properly equipped and trained in accordance with “Instructions to Flagmen”, published by Caltrans. Flaggers and all personnel working near traffic shall wear hardhats, orange/red, or State approved fluorescent green vests or shirts. Flaggers shall guide traffic with an appropriate stop/slow sign. 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.

4. Traffic Control Plan: A site specific traffic control plan with an aerial view showing the traffic control devices on the actual streets as they relate to the site conditions shall be provided. All traffic plans shall be prepared in accordance with the latest version of Caltrans “Manual of Traffic Controls for Maintenance and Construction Work Zones.” The traffic control plan shall consist of scaled drawings of each street where work is proposed. The plan shall detail all traffic control measures proposed for each street. Copies or modified copies of the Manual of Traffic Controls for Maintenance and Construction Work Zones or the Work Area Traffic Control Handbook or any other type of copied standardized traffic control plans shall not be acceptable. The plan shall be submitted by the Contractor to the Engineer a minimum of 15 days prior to any work commencing on the project. The traffic control plan shall be reviewed and accepted by the Engineer prior to any work commencing on the project. The Contractor shall keep a minimum of one 11-foot wide lane of traffic open in each direction during working hours. Attention is directed to the Contract Documents regarding specific traffic lane closure restrictions.

5. Sidewalks, Driveways, ADA Ramps, and Bus Stops: The Contractor shall maintain pedestrian, vehicular, and bus stop access at all times. In locations where only one property driveway exists, the Contractor shall coordinate with the property owner for limitation of access or closure for segments of a day. Driveway apron replacement shall be constructed in segments to allow one-half of the driveway to remain open. This requirement does not apply to properties with multiple driveways. Continuous pedestrian access shall be maintained on at least one side of the street. Sidewalk closures will be permitted on one side of a street at a time from intersection to intersection with appropriate detour signage. An alternative is if the Contractor provides a safe sidewalk detour that is ADA compatible. At street intersections, the Contractor shall maintain an ADA safe pathway of travel through and around the intersection. The Contractor shall coordinate its work with the Valley Transportation Authority and Alameda County Transit to coordinate work around bus stops. The Contractors work shall not impede or close a stop unless coordinated first with the transit company. The Contractors work shall not cause and unsafe condition for bus riders, and shall not cause buses to release riders in the street or within the construction zone.

6. Signage: All signs and other warning devices shall be provided by the Contractor and shall become the Contractor’s property after completion of the contract. The Contractor shall refer to the current Caltrans “Manual of

Warning Signs, Lights and Devices for use in the Performance of Work Upon Highways" and the "Uniform Sign Chart". The Contractor shall place at the beginning of the project period, and maintain throughout the contract, one C18 "Road Construction Ahead" sign on each approach to the work areas. The signs shall be 48 inches X 48 inches, mounted on a wood post and shall have reflectorized sheeting on aluminum or plywood backing. The Contractor shall not block any driveway or access to adjacent property owners at any time unless instructed otherwise by the Engineer. Whenever the Contractor's operations create a condition potentially hazardous to the public or traffic, he shall furnish at his own expense such flaggers, guards, and other devices necessary to provide adequate warning to the public of any dangerous conditions to be encountered. Contractor shall furnish, erect and maintain such fences, barricades, lights, signs, and other devices necessary to prevent accidents and avoid damage or injury to the public. If the Contractor fails to provide, is neglectful of or negligent in furnishing and maintaining warning and protective facilities and personnel as herein provided within eight (8) hours of being notified by the Engineer of the need for such, the City may furnish and maintain such facilities and personnel. In this event, the City may charge the Contractor therefore by deducting the cost of such facilities and personnel from progress payments due to the Contractor as such costs are incurred by the City. Those parts of public streets, rights-of-way, and sidewalks occupied by the Contractor shall be immediately vacated and returned to public use when the use thereof is no longer necessary for the construction work.

7. Operation of Construction Vehicles and Equipment: Most City streets within Milpitas have a 4-ton weight limit. A Truck Route/Haul Route Plan approved by the City is required for use of overweight equipment within the City of Milpitas. Refer to Appendix "A" or the City's Webpage for the City's approved Truck Route Map. The Contractor is advised that ALL Vehicle Code regulations apply to construction equipment in operation on this project, and the City will enforce all Vehicle Code regulations with respect to use of construction equipment operating on City Streets and Public Rights of Way.

   a. Extralegal Loads - Equipment over 8'6" wide, 14' tall, and 80,000 pounds gross or over on axle weights. A City of Milpitas Transportation Permit is required for extralegal loads (oversize and overweight). It contains a specific route of travel for that single load. A Haul Route would be for major on-haul/off-hauls of material that bring in a large number of trucks at one time. Refer to the Appendix "C" for a copy of the City of Milpitas Transportation Permit. The Permit shall have been issued, and shall be in possession when operating such vehicles within the City of Milpitas. Drivers shall maintain strict adherence to the routs specified on the City approved Haul Route.

   b. Special Equipment (SE) Plates & Slow Moving Vehicle Emblems - Refer to Appendix "C" and the Vehicle Code for more information. All non-street legal construction equipment operating on a City Street or right-of-way shall display a Special Equipment (SE) plate

when operating outside of the work zone, or traffic control cone zone.

c. Load Regulations - Contractors are cautioned to ensure proper loading and on-haul/off-haul procedures are followed.

i. Vehicles shall not be loaded to overweight

ii. Off-haul loads for disposal or recycling shall be covered

iii. All loads shall be properly secured with the correct number of tie-downs or chains

iv. All vehicles leaving the construction site shall be clean-off. No material no debris shall be on the vehicle body or stuck to its tires.

8. Temporary Pavement Delineation: Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions Caltrans State Standard Specifications and these Contract Dcouments. Nothing in these Contract Documents shall be construed as to reduce the minimum standards specified in Caltrans Manual of Traffic Controls. Whenever the work causes obliteration of any and all of the pavement delineation, temporary or permanent delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline, edge line and limit line (e.g. stop bars or crosswalks) pavement delineation shall be provided at all times for traveled ways open to public traffic. All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt or loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation. Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer. Whenever lane lines and centerlines are obliterated, the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be the same color as the lane line or centerline markers replaced. Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

9. Violation of Working Time Limit & Late Pick-up of Traffic Control: A violation of the working time limitations for traffic control (late pick-up of controls) as set forth in the Contract Documents may cause the Engineer to issue a written notice to Stop Work. The Stop Work shall be imposed on the Contractor at the start of the next or following working day after issuance of the Stop Work. The Stop Work will not be lifted, and the Contractor shall not resume work until after the Contractor assures the Engineer, in writing, that there will not be a reoccurrence of the working time violation, and provides a plan for how operations will be conducted in the future to prevent such violation. Further violations shall cause the Engineer to notify the Contractor in writing that there will be a price reduction charge for each incident in accordance with the following table. This incident price reduction charge may be deducted from any money due the Contractor. This price reduction will not be considered a penalty but will be a price reduction for failure to perform traffic control in compliance with the Contract Documents. An incident is defined as any violation up to 30 minutes in duration. Each 30 minutes or increment thereof will be considered as an incident. A price reduction will be assessed for each successive or cumulative 30 minute period in violation of the working time limitations, as determined by the Engineer. The price reduction for each incident will increase at a progressive rate starting with $150 for the second incident and increasing to $1,200 for the fifth and subsequent incidents in accordance with the following schedule. A 15 minute grace period will be allowed at the beginning of the second incident on the project before the price reduction is applied. This 15 minute grace period applies only to the second incident. The number of incident charges will be accumulative throughout the duration of the Contract.

INCIDENT TOTAL	**INCIDENT PRICE**	**RATE REDUCTION**
1st	Notice to Stop Work	----
2nd	$150	$150
3rd	$300	$450
4th	$600	$1,050
5th	$1,200	$2,250
6th	$1,200	$3,450
Etc.	$1,200	$4,650
Etc.	Etc.	

10. 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.

H. 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. City streets within the project site, including those of the Contractors truck haul route shall be swept daily and immediately following all cold planning, grinding, sandblasting, excavating and trucking operations.

   The Contractor shall sweep the street with a power pick-up broom immediately prior to, and after the paving operations. The Contractor shall keep a power pick-up broom on the job at all times and it shall be used to keep the streets free of loose or tracked material from the Contractor's operation.

   Power sweepers that don't pick-up the material shall not be used.

3. Contractor shall remove materials and equipment from the site when they are no longer necessary for work.

4. 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.

5. Cost. Full compensation for the Work involved in cleaning up 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.

I. Potholing for Utilities

1. This section specifies the requirements for performing all operations necessary to pothole to excavate, expose, and to verify the location of existing public and privately owned utilities which may cross proposed underground facilities shown on the plans and as directed by the Engineer.

   The Contractor shall notify USA North (811) to locate and mark existing subsurface utilities within the Contractor's project site, at least 3 days prior to start of any excavation of one foot or more in depth. The Contractor shall also be responsible for contacting private utility companies for the review of their as-built records for their underground utilities.

   The Contractor shall have the responsibility to contact directly all agencies that do not participate in USA program to arrange for the location and mark-out of their utilities. The California Department of Transportation (Caltrans)

is an example of such an agency that does not participate in the USA program.

The Contractor shall notify the Engineer a minimum of three days before beginning any pothole work.

2. Submittal.

   a. Submit a pothole plan for approval by the Engineer showing all existing known utilities as shown on the Plans and or as marked in the field that are to be potholed, and the schedule for the work.

   b. Submit a pothole report with details of the utilities that were located. The pothole report shall typed and clearly drawn, and shall include:

      i. Provide a tentative schedule for all potholing activities.

      ii. Provide detailed information of what was found for each pothole.

      iii. The report shall show all necessary details including size, vertical and horizontal location, soil conditions encountered.

      iv. Names, dates and times utility and City staff notified.

3. Contractor shall place a witness stake at each pothole. Each stake shall be uniquely numbered then located by survey horizontal project coordinates.

4. The Contractor shall remove and dispose of the material excavated from the potholes. A Controlled Density Fill (CDF) material with a 2-sack minimum shall be used to backfill the potholes that are to remain in areas where the trench or pavement will not be replaced or as directed by the Engineer.

5. The Contractor shall not proceed with underground installations until related pothole work has been completed to the satisfaction of the Engineer. The Contractor shall immediately notify the Engineer of conflicts in which there is less than one foot of separation between the existing and proposed facility.

6. The Contractor shall bear all costs and delays resulting from the Contractor's failure to pothole existing utilities in a timely manner and as specified herein.

7. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for potholing for utilities 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.

J. Obstructions

1. The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety, and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to, storm drainage pipes, sanitary sewers, irrigation lines, telephone ducts, water line, traffic signal conduit, gas lines, and underground electrical cables. Some of the facilities might be relocated by the various utility companies. The locations of the facilities as shown on the plans are approximate. It is the Contractor's responsibility to verify the exact locations and depths with the respective utility company.

2. Prior to any underground excavation of one (1) foot or more in depth or any augering, drilling or excavation at the site, the Contractor shall contact USA North (811) at least 3 days prior to the start of the activity. The Contractor shall notify USA North to locate and mark existing subsurface utilities within the Contractor’s project site. The Contractor shall also be responsible for contacting private utility companies for the review of their as-built records for their underground utilities. The Contractor shall have the responsibility to contact directly all agencies that do not participate in USA program to arrange for the location and mark-out of their utilities. The California Department of Transportation (Caltrans) is an example of such an agency that does not participate in the USA program.

3. As required by law, should the Contractor find utilities during excavation that were unmarked by the USA locate process, that Contractor shall immediately notify USA North (811) of the find and request they respond. Protection and repair of damage of laterals and appurtenances shall be the responsibility of the Contractor. In the event that water services, fire hydrants, storm drainpipes, or other appurtenances are broken or damaged, the Contractor shall immediately notify the Engineer. The Contractor shall be required to repair at his own expense such damage in a manner satisfactory to the Engineer, or City forces may repair such damage at the Contractor's expense. In the event damage is done to any gas, electric, cable TV, fiber optics, or telephone facility by the Contractor, the Contractor shall immediately notify the respective utility company. The utility company at the Contractor’s expense shall make repairs.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for obstructions 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.

K. Maintenance of Access and Public Coordination

1. Maintenance of Access: Vehicular access shall be maintained at all times to all existing driveways within the project site. Pedestrian access and circulation that is fully wheelchair accessible shall be maintained by the

Contractor throughout the project area. No closure of any street, driveway, or right of way may occur without written authorization from the Engineer.

2. Advance Public Notification: Two weeks, one week, and 24 hours prior to beginning any work, the Contractor shall provide approved Construction Notice's as approved by the Engineer, to all residents, businesses, property owners, tenants and applicable parties within 300 feet and or adjacent to the Project area.

   Contractor shall specify the expected date for start of construction, a general description of the construction activity to take place, expected duration of the activity, and the name, address, and 24-hour telephone number of the Contractor.

   Contractor shall provide a copy of the notice for review and approval by the Engineer. Refer to the Submittal requirements in General Conditions.

   Contractor shall provide the Engineer with a list of the streets and address where the notices were posted.

3. No Parking Signs/Towing: Contractor shall provide "No Parking" signs with day of the week and work hours written out or properly abbreviated with 3 or 4 letters; the month shall be written out or properly abbreviated with 3 or 4 letters; date or dates of restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

   Signs shall be mounted such that the words, “No Parking” are at an elevation at least 3 feet and not more than 7 feet above the adjacent flow line. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The Contractor shall also include on the backside of the mounting stakes or barricades a current copy of the Construction Notice. The signs shall be placed as needed to control the parking of cars within the construction zone and shall be placed at a maximum spacing of sixty (60) feet.

   Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor shall promptly reset or replace all damaged and defective signs. Upon completion of work in each area, all signs, stakes, and barricades shall be promptly and completely removed by the Contractor.

   The Contractor shall be fully responsible for adequate removal of all parked cars. All vehicle removal shall be coordinated by the Contractor with the Police Department. The Contractor shall notify the Police traffic sergeant upon posting of the parking restrictions for a particular street and when the signs are removed. For removal of parked vehicles, the Contractor shall notify the Police traffic sergeant not less than 2 hours prior to the needed removal with the address nearest the parked vehicle, make, model, color, and license number. The City shall not be responsible for any delay or

additional cost associated with the removal of parked cars which obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

4. The following shall also contacted by the Contractor and made aware of the intended construction activities 5 days, and 48-hours, prior to planned construction activities.

Contact	Telephone Number
Milpitas Police Department	(408) 586-2400
Milpitas Fire Department	(408) 586-2800
Mabel Mattos Elementary School	(408) 635-2695

The Contractor shall provide the City with written proof of notification of the parties listed above by listing all parties contacted, the names of those contacted, and the dates the contacts were made.

5. Cost. Full compensation for the Work involved in the maintenance of access and public coordination 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.

L. Discharges to the Storm Drain & Sanitary Sewer System

1. Storm Drain: At no time shall the Contractor discharge to, or be allowed to discharge non-storm water to the City's storm drain system, creek, river, or other water body within the City without first obtaining approval from the Engineer, and required permits and approvals from the Regional Water Quality Control Board, California Department of Fish & Game, Army Corp, or other agency as may be required.

2. Sanitary Sewer: The Contractor shall obtain approval from the Engineer prior to any discharge to the City's sewer system. In addition, the Contractor shall obtain a "Short-Term" Wastewater Discharge Permit from the City of San Jose Environmental Services Department, including payment of any required permit fees. The Contractor shall monitor its discharge flow rate to ensure surcharging of the downstream sewer system does not occur, and provide all flow measurement, testing, or other requirements of the Wastewater Discharge Permit, and shall be responsible for all costs as required to discharge to the sewer system. The Contractor shall be responsible for any fines, or related costs and repairs for damage or clean-up resulting from its discharge operations.

3.11 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

1. Contractor must comply with all applicable environmental laws, Project conditions, and constraints, including, but not limited to:

- Covenant and Environmental Restriction on Property (Appendix F)
- Risk Management Plan (Appendix G)
- Clean Water Act Section 401 Water Quality Certification and Mitigation and Monitoring Plan (Appendix H)
- Notification of Lake or Streambed Alteration, Notification No. EPIMS-SCL-54837-R3 (Appendix I)
- Section 404 Nationwide Permit (Appendix J)
- Soil and Groundwater Management Plan, 2019 (Appendix K)
- National Environmental Protection Agency Categorical Exclusion Determination Form (Mitigation Requirements) (Appendix L)
- Mitigation Monitoring and Reporting Program (Appendix O)

2. City has considered these Environmental Conditions when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Conditions.

B. Landscape and Vegetation Preservation

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.

2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.

3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be

included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any State or Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

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

3. False Siting. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

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

D. Preservation of Historical and Archeological Resources

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

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

   If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable

permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.

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

E. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site. Contractor shall remove construction caused debris from streets and sidewalks as directed by the Engineer.

2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.

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

F. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such

waters in conjunction with the Project, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

2. The Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to the San Francisco Bay Regional Water Quality Control Board Order No. R2-2015-0049 (NPDES Permit No. CAS 612008), and State Water Resources Control Board Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ, and any amendment or renewal thereof ("Construction General Permit"). Contractor must perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.

3. Compliance with Construction General Permit. Contractor must comply with all aspects of the Construction General Permit, State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ, and any amendment or renewal thereof (NPDES CAS000002), for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common plan of development or sale.

   (a) Permit registration. Unless otherwise specified in the Special Conditions, Contractor must prepare the Notice of 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. The SWPPP must include industry standard requirements for water quality control including but not be limited to the following:

(1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate.Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.

(2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.

(3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.

(4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the

National Pollutant Discharge Elimination System (NPDES) permit.

(5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.

(6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.

(7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.

(8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.

(9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.

(d) City retains the right to procure and maintain coverage under the Construction General Permit for the Project site if the Contractor fails to draft a SWPPP or other Construction General Permit related document, or fails to proceed in a manner that is satisfactory to City. City reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be City's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Construction General Permit, any costs or fines incurred by City in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

4. For those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing construction industry best management practices to eliminate or reduce the discharge of pollutants from construction sites, such as the best management practices set forth in the CASQA Construction BMP Handbook.

5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.

6. Contractor violations.

   (a) Failure to implement the SWPPP or otherwise comply with the Construction General Permit or local state and federal laws is a violation of this Contract. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify, defend – with counsel acceptable to the City – and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

   (b) City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any enforcement action and/or settlement reached between the City and any relevant enforcement entity.

   (c) City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the the laws, regulations and policies described in this Article, or any other relevant water quality law, regulation, order, or policy.

   (d) If noncompliance with any relevant law, regulation or permit, order, or policy occurs, the Contractor shall report this to the City Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in City stopping all site activity until compliance is

ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.

7. Oil storage tanks management.

   (a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.

   (b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.

   (c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.

   (d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112

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

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

10. Other Permits.

   (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.

(b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.

(c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.

11. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

G. Well Abandonment

1. The Contractor shall be responsible for locating, exposing, and properly abandoning all existing monitoring wells identified by the Santa Clara Valley Water District (SCVWD), including but not limited to wells 96W00217 and 96W00218 (Appendix M), as well as any unknown wells discovered during construction. Work shall be performed in accordance with SCVWD well destruction guidelines, California Department of Water Resources (DWR) standards, and all applicable regulations. The method of destruction shall include drill-out and pressure grouting, casing removal to a minimum depth of 5 feet below ground surface, and surface restoration matching existing conditions. All work shall be performed by a California-licensed C-57 drilling contractor with experience in SCVWD jurisdictions.

2. The Contractor shall coordinate directly with SCVWD to obtain well destruction permits and schedule inspections. Prior to any subsurface work, the Contractor shall contact Underground Service Alert (USA) to obtain a valid ticket and confirm clearance of utilities. Where necessary, the Contractor shall subcontract with a qualified Ground Penetrating Radar (GPR) service to identify subsurface well locations. Surface access (e.g., coring through asphalt) shall be performed as needed to expose well casings. The Contractor shall mark each located well and provide adequate protection throughout the abandonment process. Any disruption to utilities during well work shall be treated in accordance with Section E.

3. The Contractor shall submit all required documentation to the City Representative, including copies of SCVWD permits, USA ticket numbers, photographic records of abandonment, and completed DWR well destruction reports. Final SCVWD acceptance letters shall be included in the project closeout package. The Contractor shall maintain daily records of work performed, inspection logs, and material usage.

4. Unless otherwise indicated in the Contract Documents, all labor, equipment, permits, coordination, utility locating, materials (including grout and patching), and documentation necessary to complete the well abandonment work shall be included in the Contractor’s bid and distributed within the Schedule of Pay Items. No additional compensation shall be made for well abandonment beyond the agreed unit pricing or bid schedule.

END OF GENERAL REQUIREMENTS

01 20 00 – MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SUMMARY

A. This section describes requirements and procedures for determining amount of work done and for obtaining payment for work done.

1.2 REFERENCES

A. California Public Contract Code

1.3 **SCOPE OF WORK**

A. Work under Contract Documents, or under any bid item, allowance or alternate, or Change Order shall include all labor, materials, transport, handling, storage, supervision, administration, and all other incidental work necessary for the satisfactory completion of Work, whether or not expressly specified or shown.

1.4 **DETERMINATION OF QUANTITIES**

A. Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be the number, as determined by City, of units of work satisfactorily completed in-place, and suitable for its intended purpose free of defects or poor workmanship in accordance with Contract Documents or as directed by City. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods as City may consider appropriate for class of work measured. Contractor shall immediately inform City of any disputes regarding quantity measurements and shall immediately supply City with any documentation supporting the disputed measurements.

B. Before ordering any materials or doing any work, the Contractor shall verify all measurements, dimensions, elevations and quantities. No extra charge or compensation over and above payment for the actual quantities of the various items of work at the respective bid prices therefore will be allowed on account of difference between actual measurements, dimensions, elevations and quantities, and those indicated on the drawings, or in the specifications, and any difference therein shall be submitted to the City for consideration before proceeding with the work.

1.5 **SCOPE OF PAYMENT**

A. Payment to Contractor at the unit price or other price fixed in the contract for Work as described in Paragraph 1.3 above shall be full compensation for completing, in accordance with Contract Documents, all work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said work, including all incidental work necessary for completion of the Work.

B. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:

1. Any and all costs arising from any unforeseen difficulties, which may be encountered during, and all risks of any description connected with, prosecution of Work, bid item or unit price item, respectively, until acceptance by City;

2. All expenses incurred due to suspension, or discontinuance of Work, bid item or unit price item, respectively, as provided in Contract Documents;

3. Inflation and/or Escalation to allow for cost increases between time of Contract Award and completion of Work, bid item or unit price item, respectively.

C. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.

D. No payment shall be made for materials or equipment not yet incorporated into the Work.

E. Where Contractor requests payment for materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:

1. The materials and/or equipment shall be delivered and suitably stored at the site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;

2. Full title to the materials and/or equipment shall vest in City at the time of delivery to the site, warehouse or other storage location;

3. Contractor shall obtain a negotiable warehouse receipt, endorsed over to City for materials and/or equipment stored in an off-site warehouse. No payment shall be made until such endorsed receipts are delivered to City.

4. Stockpiled materials and/or equipment shall be available for City inspection, but City shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to specifically identify these specific Contract Documents;

5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;

6. At its expense, Contractor shall insure the materials and/or equipment against theft, fire, vandalism, and malicious mischief, as well as any other coverage's required under the Contract Documents;

7. Contractor's application for payment shall be accompanied by a bill of sale, invoice or other documentation warranting that City has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which must be satisfactory to City. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the application for payment relates, as well as unconditional releases of the same from the same as to the previous application for payment for which they have not already been provided.

1.6 BASIS OF PAYMENT

A. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as Lump Sum, payment will be based on the approved Schedule of Values of the work under the lump sum, or in the event a Schedule of Values is not required, on the percentage of the lump sum scope satisfactorily completed.

B. City does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not included in Bid, when in its judgment such change is in best interest of City. No change in Work shall be considered waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of extra Bid Items.

1.7 SCHEDULE OF VALUES AND PROGRESS PAYMENTS

A. If requested by Contractor, progress payments will be made monthly, but not more often than monthly.

B. Schedule of Values:

1. Form to be used: AIA G703 or as approved by the City

2. Within twenty-one (21) calendar days from issuance of Notice of Award and prior to the Contractor's application for the first progress payment, Contractor shall submit a Schedule of Values, which is a detailed breakdown of its bid for Work items and/or activities, including coordination responsibilities and project record document responsibilities. Where more than one subcontractor comprises the work of a work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, whose cumulative sum equals the total Contract Sum. The format and detail of the breakdown shall be as directed by City to facilitate and clarify future progress payments to Contractor for Work under Contract Documents. Work with lump sum values shall not exceed $10,000 per work item. Work values totaling more than $10,000 per item shall be broken down on a unit basis (e.g., linear foot,

square yard, cubic yard, etc.). No line item to exceed one-half of 1% (0.5%) of contract value.

3. Contractor's overhead, profit, financing, as well as "general conditions costs," (e.g., site cleanup and maintenance, temporary roads and access, off site access roads, temporary power and lighting, security and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equaling Contractor's total Contract Sum. Insurances and Bonds shall be a separate schedule of value line item.

4. Include in each line item, the amount of Allowances specified in this section. Separately identity each Allowance and Alternate item, provide breakdown where any one item is in excess of one-half of 1% (0.5%) of contract value.

5. City will review the breakdown in conjunction with the approved progress schedule activities to ensure that the dollar amounts of the Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by City, City will accept this Schedule of Values for use. City shall be the sole judges of fair market cost allocations.

6. Any attempt to unbalance the distribution of overhead, profit, and other fixed costs, or to manipulate the cost breakdown in any way, or to increase the cost of early activities, i.e. "front loading," will be rejected by City, resulting in a complete reallocation of monies until such distortion is corrected. Repeated attempts of manipulation may result in suspension or termination of the Work or refusal to process progress payments, until such time as the Schedule of Values is acceptable to City.

C. Payment Requests

1. Form to be used: AIA G702 and G703.

2. For each item, provide a column for listing each of the following:

   (a) Item Number.

   (b) Description of work.

   (c) Scheduled Values.

   (d) Previous Applications.

   (e) Work in Place and Stored Materials under this Application.

   (f) Authorized Change Orders.

   (g) Total Completed and Stored to Date of Application.

   (h) Percentage of Completion.

   (i) Balance to Finish.

(j) Retainage.

(1) 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.

(2) On or before the twenty-fifth (25th) day of each month and upon receipt of City's approval of the updated schedule as required by Section 01 32 00, Contractor shall meet with the City Representative to measure and verify quantities of work completed which Contractor requests payment for. The Contractor shall submit to City two (2) copies of a request for payment for the cost of the Work put in-place at that time, along with one (1) copy of the City approved updated CPM schedule. Such requests for progress payments shall be based upon Schedule of Values prices of all labor and materials incorporated in the Work up until midnight of the last day of that one-month period, less the aggregate of previous payments. If Contractor is late submitting its payment request, that payment request may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's payment request being delayed for more than a day for day basis.

(3) 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.

(4) 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

(5) No progress payment will be processed prior to City receiving the above certification and all requested and acceptable schedule update information.

(6) With each request for payment, Contractor shall submit following as pre-requisite to its review as referenced in Document 00 72 00, "General Conditions.":

b. Construction progress schedule, updated to current.

c. Current construction photographs, updated to current.

d. Partial release of liens from major subcontractors and vendors.

e. Progress project record documents, updated to current.

f. Affidavits and bonds attesting to off-site stored products, if any.

g. Certified payroll records.

h. Statement under False Claim Act.

(7) 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.

(8) 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.

(9) 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.

(10) If required by City, Contractor shall submit substantiating data as they relate to payment requests.

(k) 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.

(l) Progress Payments:

(1) If it is determined that the payment request is not a proper payment request suitable for payment, City shall return it to the Contractor as soon as practicable, but no later than seven (7) days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. If City determines that portions of the payment request is not proper or not due under the Contract Documents, then City may approve the other portions of the payment request, and in the case of disputed items or defective work not remedied, may withhold up to 150% of the disputed amount from the progress payment.

(2) The City will mail the progress payment to the Contractor within thirty (30) days from the date of receipt of the invoice in acceptable form, including copies of certified payroll, schedule updates, and progress payment certification. The City will pay to Contractor in manner provided by law, an amount equal to ninety-five percent (95%) (i.e., five percent (5%) retention) of City's estimate, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of City, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.

(3) Before any progress payment or final payment is made, Contractor may be required to submit satisfactory evidence that Contractor is not delinquent in payments to employees, subcontractors, suppliers, or creditors for labor and materials incorporated into Work. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

(4) City reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of City, is not adequately and properly protected against weather and/or damage, prior to or following incorporation into the Work.

(5) Granting of progress payment or payments by City, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.

(6) When City shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by City from amount of next succeeding progress payment or from any other payment due or that may become due Contractor under Contract. If, on completion or termination of Contract, such payment due

Contractor are found insufficient to cover City's charges against it, City shall have right to recover balance from Contractor or Sureties.

PART 2 PRODUCTS

2.1 BREAKDOWN

The contract Lump Sum price paid for all bid items listed below shall be considered full compensation for furnishing all labor, materials, equipment, tools, and incidentals for all work involved including the removal, disposal, furnishing, and installation of any bid item listed below as specified in the Contract Documents and as directed by the City Engineer, and no separate payment shall be made.

BASE BID ITEMS

1. **Mobilization/Demobilization (5% Maximum)**: 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, utility potholing, site surveying and survey monument, existing condition photodocumentation, preparatory work and operations necessary for the movement of personnel, equipment, and supplies to and from the project sites as shown on the Contract Drawings and specified herein. No separate payment shall be made. The total lump sum shall not exceed 5% of the Total Base Bid.

2. **SWPPP/Erosion Control & Risk Management:** The contract lump sum price paid for "SWPPP/Erosion Control & Risk Management" 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, hydroseeding, and silt fence as shown on the Contract Drawings and specified herein. No separate payment shall be made.

3. **Traffic Control**: The contract lump sum price paid for "Traffic Control" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved including, but not limited to, preparation and implementation of traffic control plan, signage, flaggers, delineators, notice boards, barricades, and notification flyers, as shown on the Contract Documents and specified herein. No separate payment shall be made.

4. **Control of Water:** The contract lump sum price paid for "Control of Water" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved including, but not limited to, design, construct, operate, and maintain measures to control water during the entire construction period, dewatering systems for construction of the bridge and water diversion system for creek bypass, complete in place, in compliance with all laws, regulations, and permitting, as shown in the contract documents and specified herein. No separate payment shall be made.

5. **Building Demolition:** The contract lump sum price paid for “Building Demolition” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved including, but not limited to, demolition of existing building and foundation, utilities disconnection, removal and disposal of demolished and hazardous materials, off-hauling in compliance with all laws, regulations, and healthy and safety plans, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

6. **Selective Demolition**: The contract lump sum price paid for “Selective Demolition” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved including, but not limited to, clearing and grubbing, removal of trees, removal of existing pavement and aggregate base, and two (2) wells abandonment (see General Requirements, Section 3.11), as shown in the Contract Documents and specified herein. No separate payment shall be made.

7. **Bridge Foundation:** The contract lump sum price paid for “Bridge Foundation” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental for all work involved including, but not limited to, structure excavation (bridge), structural backfill (bridge), and concrete for drilled foundation, reinforcing steel, excavation, groundwater control, exploratory drilling, support of execavation, steel casing, load testing, cast-in-drilled hole concrete piling, complete in place including compliance laws, and regulations, obtaining and compliance with permits, submittals, and compliance with all laws and regulations, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

8. **Bridge Structural Concrete and Steel:** The contract lump sum price paid for “Bridge Structural Concrete” shall constitute the full compensation for furnishing all labor, materials, tools, equipment and incidental for all the work involved including, but not limited to falsework, bridge structural concrete, polymer fiber structural concrete, approach slab structural concrete, structural concrete, bar reinforcing steel, fractured rib texture; miscellaneous metal, pedestrian railing, testing and inspection, and associated work, as shown on the Contract Drawings, as specified in these specifications, and as directed by the Engineer. No separate payment shall be made.

9. **Earthwork (Cut/Fill):** The contract lump sum price paid for “Earthwork (Cut/Fill)” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved including, but not limited to excavation, off-hauling, importing, compaction of soil and grades, construction of aggregate base access maintenance roads, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

10. **Site Concrete:** The contract lump sum price paid for “Site Concrete” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to, saw-cutting, demolition, removing and replacing existing concrete from joint to joint, tree root removal and protection, installation of aggregate base, doweling into existing concrete surface, compaction, forming, concrete pouring, placement of asphalt concrete plug, decorative paving (includes AB and concrete band), concrete

barrier Type 732SWADA, curb ramp and detectable surface tiles, conforming and grading to existing concrete, and coordination with private property owner, shown on the Contract Drawings and specified herein. No separate payment shall be made.

11. **Asphalt Pavement:** The contract lump sum price paid for “Asphalt Pavement” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to, hot mix asphalt, and aggregate base, shown on the Contract Drawings and specified herein. No separate payment shall be made.

12. **Storm Drain Improvement:** The contract lump sum paid for “Storm Drain Improvement” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to,, trenching and backfilling, off-hauling, plating, storm drain pipe, storm drain manhole, drop inlet, storm drain labels, pavement restoration, stormwater bioretention basins, reverse sidewalk drain, removal/abandonment of existing storm drain facilities, connect to existing storm drain, and coordination with private property owner, shown on the Contract Drawings and specified herein. No separate payment shall be made.

13. **Water Improvement**: The lump sum paid for “Water Improvement” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to sawcutting, trenching and backfilling, off-hauling, plating, DIP water main, C900 Water Main, pavement restoration, replace fire hydrant, air release valve, flexible expansion joint, removal/abandonment of existing water facilities and connect to existing water pipe, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

14. **Recycle Water Improvement**: The lump sum paid for “Recycle Water Improvement” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to sawcutting, trenching and backfilling, off-hauling, plating, DIP recycled water main, C900 recycled water main, pavement restoration, air release valve, flexible expansion joint, removal and abandonment of existing facilities, and connect to existing recycled water pipe, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

15. **Chain Link Fence and Gate:** The contract lump sum paid for, “Chain Link Fence And Gate” shall include the full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to, installation of chain link fence, gate stops, coordination with Santa Clara Valley Water District for gate placement, connection to existing chain link fence and wire fence, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

16. **Striping and Signage:** The contract lump sum paid for, “Striping and Signage” shall include the full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to, traffic signs, sign posts, thermoplastic striping and pavement markings, curb striping,

and removable bollards, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

17. **Street Lighting and Electrical Improvements:** The contract lump sum paid for, “Electrical Improvements” shall include the full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to, electrical conduit and wiring, pull box, street light foundation, pole, arm, and luminaire head, photocell, communication nodes, service meter pedestal and foundation, and coordination for PG&E tie-in, complete in place, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

18. **Aesthetic Enhancment - Installation of Steel Features:** The contract lump sum paid for, “Installation of Steel Features” shall include the full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to, fabrication, laser cutting, and forming of all steel parts and components, and assembly of steel parts on site, complete in place, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

19. **Aesthetic Enhancment - Installation of Glass & Glazing:** The contract lump sum paid for, “Installation of Glass & Glazing” shall include the full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to, glass panels, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

20. **Aesthetic Enhancment - Installation of Electrical & Lighting:** The contract lump sum paid for, “Installation of Electrical & Lighting” shall include the full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to, lighting materials, electrical controls, wiring, connection to service meter pedestal, controller cabinets and foundation, equipment rack, and testing, complete in place, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

21. **Painting of Aesthetic Enhancement:** The contract lump sum paid for, “Painting of Aesthetic Enhancement” shall include the full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to, painting of steel and concrete components, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

22. **Restoration of Vegetation:** The contract lump sum paid for ”Restoration of Vegetation” shall include the full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to, restoring the topography of temporary impact areas to preconstruction conditions, bank stabilization, reestablishment of appropriate vegetation, and implementation of all biological resources mitigation measures required in the Mitigation Monitoring and Reporting program (appendix O) and Section 401 Water Qualitfy Certification (Appendix H), as shown on the Contract Drawings and specified herein. Off-site mitigation improvements at Hidden Lake Park shall be included in the contract prices paid for “Additive Alternative #1 – Hidden Lake Park Mitigation Improvement”. No separate payment shall be made.

ADDITIVE ALTERNATIVE ITEMS

23. **Add Alternative #1 – Hidden Lake Park Mitigation Improvement**: The contract lump sum paid for "Hidden Lake Park Mitigation Improvements" shall include the full compensation for furnishing all labor, materials, tools, equipment and incidental for all works involved including, but not limited to, mobilization, traffic control, sawcutting, trenching and backfilling, off-hauling, plating, auguring, removing and replacing rip rap, installation of 2" irrigation mainline and fittings, installation of remote control valve, quick coupler valve, gate valve, water meter, disinfection and pressure testing, tracer wire, corrosion protection, concrete cap, backfilling, planting willow stakes and shrubs, placing mulch, soil and amendments, staking, header, asphalt conform, fencing and protection, storm water pollution prevention and erosion control, complete in place, as shown on the Contract Drawings and specified herein. Willow stakes and shrubs shall be procured by the City for installation by Contractor. No separate payment shall be made.

TECHNICAL SPECIFICATIONS

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SECTION 00 01 07

SIGNATURES PAGE

THE TECHNICAL SPECIAL PROVISIONS HAVE BEEN PREPARED BY OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED INDIVIDUALS:

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END OF SECTION

SECTION 01 30 00

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 GENERAL

A. Submit Shop Drawings, Product Data, Mill Certificates and Samples required by other portions of Contract Documents.

1.02 SHOP DRAWINGS

A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

B. Identify details on Shop Drawings by reference to sheet and detail numbers of Contract Drawings and/or specific reference to Sections and Paragraphs of the Specifications.

1.03 PRODUCT DATA

A. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data shall:
1. Have each copy clearly marked to identify pertinent materials, products, models, finishes, etc.
2. Show clearly all standard options included.
3. Show dimensions and clearances required.
4. Show performance characteristics and capacities.
5. Show wiring diagrams and controls and necessary rough-in requirements for utility services and connections (where applicable).

C. Identify each item of Product Data by reference to sheet and detail numbers of Contract Drawings and/or specific reference to Sections and Paragraphs of the Specifications.

D. Where Product Data, as submitted, contains extraneous information, unmarked options, or is incomplete, it shall be returned to the Contractor without review.

1.04 MILL CERTIFICATES

A. Mill Certificates are documents that provide testing data regarding the fabrication and strength of metal products. Mill Certificates shall be less than 1 year old.

1.05 SAMPLES

A. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

B. Where samples are required of materials which inherently show a range of size, color, texture or finish, submit Samples in sufficient quantity to show this range.

C. Samples shall be tagged or otherwise clearly identified as to pertinent information illustrated and specific relationship to the Work, and shall show the name and address of the Subcontractor or agency submitting them, the date, and the name of the Work for which they are intended.

D. Unless the Engineer determines that Samples must be retained for reference purposes, Samples will be returned when so requested by the Contractor. No Sample shall be incorporated into the Work unless specific approval is given by the Engineer.

E. Charges for submission of Samples and for their return shall be borne by the Contractor.

1.06 SUBMISSION REQUIREMENTS

A. Make submittals promptly in accordance with an approved submittal schedule, as put forth by the General Contractor, and in such sequence as to cause no delay in the Work or in the work of any other contractor.

B. Number of Submittals Required:
1. Shop drawings: Submit one (1) reproducible transparency and two (2) opaque reproductions.
2. Product Data: Submit the number of copies which the Contractor requires, plus two (2) which will be retained by the Engineer.
3. Mill Certificates: Submit one copy of Mill Certificate with Contractor's signature.
4. Samples: Submit the number stated in each Specification Section.
5. Welding Procedure Specification: Submit two (2) copies.

C. 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. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specifications numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8 x 3 blank space for Contractor and Engineer stamps.
12. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

1.07 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required by the Engineer and resubmit.

B. Shop Drawings and Product Data
   1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
   2. Indicate any changes which have been made other than those requested by the Engineer.

C. Samples: Submit new Samples as required for initial submittal.

1.08 DISTRIBUTION

A. Distribute reproductions of Shop Drawings and copies of Product Data which carry the Engineer stamp to:
   1. Job site file.
   2. Record Documents file.
   3. Other affected contractors.
   4. Subcontractors.
   5. Supplier or Fabricator.

B. Distribute Samples that carry the Engineer's stamp as directed by the Engineer.

1.09 ENGINEER DUTIES

A. Review submittals with reasonable promptness and in accordance with the schedule. Contractor/Subcontractor is responsible for conforming and correlating quantities and dimensions, selecting fabrication processes and techniques of construction.

B. Affix stamp and initial or signature, and indicate requirements for resubmittals, or reviewed.

C. Return submittals to Contractor for distribution, or for resubmission.

END OF SECTION

SECTION 01 32 13

SCHEDULING OF WORK

PART 1 GENERAL

1.1 GENERAL

A. The scheduling of the work under the Contract shall be performed in accordance with the requirements of this Section.

B. The development of the schedule, the cost loading of the schedule, monthly payment requisitions and project status reporting requirements of the Contract shall employ computerized Critical Path Method (CPM) or bar chart scheduling.

1.2 DEFINITIONS AND REQUIREMENTS

A. Critical Path Method (CPM): CPM, as required by this Section, shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction." except that either "i-j" arrow diagrams or precedence diagramming format may be utilized. In the case of conflicts between this specification and the AGC Document, this specification shall govern.

B. Construction Schedules: Construction schedules shall include a graphic network diagram and computerized construction schedule reports.

C. Networks: The CPM network shall be in a form of a time scaled "i-j" activity-on-arrow or precedence type diagram and may be divided into a number of separate sheets with suitable match lines relating the interface points among the sheets.

1. Individual sheets shall not exceed 36-inch by 60-inch.

D. All construction activities and procurement shall be indicated in a time-scaled format and a calendar timeline shall be shown along the entire sheet length.

1. Each activity arrow or node shall be plotted so that the beginning and completion dates of each activity are accurately represented along the calendar timeline.

2. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical activities and free float for each non-critical activity.

3. All activity items shall be identified by their respective Activity Number, Responsibility Code, Work Duration, and their Dollar Value.

4. All non-critical path activities shall show their total float time in scale form by utilizing a dotted line or some other graphical means.

E. Duration Estimates: The duration estimate indicated for each activity shall be computed in calendar days and shall represent the single best estimate considering the

scope of the activity work and resources planned for the activity. Except for certain non-labor activities, such as curing of concrete or delivery of materials, activity duration shall not exceed 10 calendar days nor be less than one calendar day unless otherwise accepted by the City's Representative.

F. Float Time: Float time shall be as follows:

1. Definition: Unless otherwise provided herein, float as referenced in these documents, is total float. Total float is the period of time measured by the number of calendar days each non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, that activity then becomes part of the critical path and controls the end date of the project. Thus, the delay of the non-critical path activity beyond its float period will cause delay to the project itself.

2. Float Ownership: Neither the City nor the Contractor owns the float time. The project owns the float time. As such, liability for delay of the project completion date rests with the party actually causing delay to the project completion date. For example, if Party A uses some, but not all of the float time and Party B later uses the remainder of the float time as well as additional time beyond the float time, Party B shall be liable for the costs associated with the time that represents a delay to the project's completion date. Party A would not be responsible for any costs since it did not consume all of the float time and additional float time remained, therefore, the project's completion date was unaffected.

1.3 SUBMITTALS

A. Preliminary Schedule

1. The Contractor shall submit a preliminary schedule document at the Preconstruction Conference, to identify the manner in which the Contractor intends to complete all work within the Contract Time.

B. Original Schedule

1. The Contractor shall submit an original schedule document within 21 days following the Preconstruction Conference.

C. Revised or Updated Schedules

1. Submit when required to reflect changes to original schedule.

1.4 CONSTRUCTION SCHEDULE

A. The schedule shall indicate the major components of the project work and the sequence relations between major components and subdivisions of major components.

B. The schedule shall be cost loaded based on the schedule of values as approved by the City's Representative.

C. Sufficient detail shall be included for the identification of subdivisions of major components into such activities as:

1. All work tasks requiring a partial of existing facilities and roadways.

2. Trenching and backfilling.

3. Piping

4. Manhole construction.

5. Finished pavement.

6. Site work.

7. Other important work within the overall project scope.

D. Planned durations and start dates shall be indicated for each work item subdivision. Each major component and subdivision component shall be accurately plotted on time scale sheets not to exceed 36-inch by 60-inch in size. Not more than one sheet shall be employed to represent this information.

1.5 SCHEDULE REVIEW

A. The City's Representative and the Contractor shall meet to review and discuss the preliminary schedule within 14 days after it has been submitted to the City's Representative.

1. The City's Representative's review and comment on the schedules shall be limited to Contract conformance with the sequencing and milestone requirements as stated in other sections of the specifications.

2. The Contractor shall make corrections to the schedules necessary to comply with the Contract requirements and shall adjust the schedules to incorporate any missing information requested by the City's Representative.

1.6 ACCEPTANCE

A. The acceptance of the Contractor's schedule by the City's Representative and City will be based solely upon the schedule's compliance with the Contract requirements.

B. By way of the Contractor assigning activity durations and proposing the sequence of the Work, the Contractor agrees to utilize sufficient and necessary management and other resources to perform the work in accordance with the schedule.

C. Upon submittal of a schedule update, the updated schedule shall be considered the "current" project schedule.

D. Submission of the Contractor's progress schedule to the City or City's Representative shall not relieve the Contractor of the Contractor's total responsibility for scheduling, sequencing, and pursuing the Work to comply with the requirements of the Contract Documents, including adverse effects such as delays resulting from ill-timed work.

1.7 MONTHLY UPDATES AND PERIODIC SCHEDULE SUBMITTALS

A. Following the acceptance of the Contractor's Original Construction Schedule, the Contractor shall monitor the progress of the Work and adjust the schedule each month to reflect actual progress and any changes in planned future activities.

1. Each schedule update submitted must be complete including all information requested in the original schedule submittal.

2. Each update shall continue to show all work activities including those already completed.

3. These completed activities shall accurately reflect the "as built" information by indicating when the work was actually started and completed.

B. Neither the submission nor the updating of the Contractor's original schedule submittal nor the submission, updating, change or revision of any other report, curve, schedule or narrative submitted to the City's Representative by the Contractor under this Contract, nor the City's Representative's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying, in any way, the Contract completion date or milestone dates or of modifying or limiting, in any way, the Contractor's obligations under this Contract. Only a signed, fully executed change order can modify these contractual obligations.

C. The monthly schedule update submittal will be reviewed with the Contractor during a construction progress meeting held on a month end date to be determined. The goal of these meetings is to enable the Contractor and the City's Representative to initiate appropriate remedial action to minimize any known or foreseen delay in completion of the Work and to determine the amount of Work completed since the last month's schedule update.

1. The status of the Work will be determined by the percent complete of each activity shown in the Network Diagram.

2. These meetings are considered a critical component of the overall monthly schedule update submittal and the Contractor shall have appropriate personnel attend.

3. As a minimum, these meetings shall be attended by the Contractor's Project Manager and General Superintendent.

4. Within seven (7) calendar days after the progress meeting, the Contractor shall submit the revised schedule.

5. Within five (5) calendar days of receipt of the above noted revised submittals, the City's Representative will either accept or reject the monthly schedule update submittal.

6. If accepted, the percent complete shown in the monthly update will be the basis for the Application for Payment to be submitted by the Contractor.

7. If rejected, the update shall be corrected and resubmitted by the Contractor before the Application for Payment for the update period can be processed.

D. Schedule Revisions: The Contractor shall highlight or otherwise identify all changes from the previous schedule. The Contractor shall modify any portions of the schedule that become infeasible because of activities behind-schedule or for any other valid reason.

1.8 CHANGE ORDERS

A. Upon approval of a change order, or upon receipt by the Contractor of authorization to proceed with additional work, the change shall be reflected in the next submittal of the schedule by the Contractor.

B. The Contractor shall utilize a sub-network in the schedule depicting the changed work and its effect on other activities.

C. This sub-network shall be tied to the main network with the appropriate logic so that a true analysis of the Critical Path can be made.

1.9 PROJECT STATUS REPORTING

A. In addition to the submittal requirements for the scheduling identified in this Section, the Contractor shall provide monthly project status reports.

B. The Contractor shall prepare monthly written narrative reports of the status of the project for submission to the City's Representative. Written status reports shall include:

1. The status of major project components (Percent Complete, amount of time ahead or behind schedule) and an explanation of how the project will be brought back on schedule if delays have occurred.

2. The progress made on critical activities indicated on the schedule.

3. Explanations for any lack of work on critical path activities planned to be performed during the last month.

4. Explanations for any schedule changes, including changes to the logic or to activity durations.

5. A list of the critical activities scheduled to be performed in the next two-month period.

6. The status of major material and equipment procurement.

7. The value of materials and equipment properly stored at the site, but not yet incorporated into the work-in-place.

8. Any delays encountered during the reporting period.

9. An assessment of inclement weather delays and impacts to the progress of the Work.

C. The Contractor may include any other information pertinent to the status of the project. The Contractor shall include additional status information requested by the City's Representative.

1.10 INCLEMENT WEATHER PROVISIONS OF THE SCHEDULE

A. The Contractor's construction schedule shall include lost days on the CPM schedule's critical path due to inclement weather typical for the area of construction based on the average rain days for the past five (5) years.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01 51 00

TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. Provide temporary controls for the Project.

1.03 RELATED SECTIONS

A. Temporary toilet conveniences, washing facilities, and drinking water are specified in Section 01 52 00, Construction Facilities.

B. Section 01 33 00, Submittal Procedures

C. Section 01 50 00, Temporary Utilities

1.04 REFERENCES

A. State of California, Department of Transportation (Caltrans), Standard Specifications 2024 Edition:
   1. Section 12, Temporary Traffic Control
   2. Section 82, Signs and Markers

B. State of California, Department of Transportation (Caltrans), California Manual of Uniform Traffic Control Devices (California MUTCD 2014 Edition), Part 6, Temporary Traffic Control.

C. State of California, Vehicle Code.

D. American National Standards Institute (ANSI)/Acoustical Society of America (ASA) S1.4: American National Standard Specification for Sound Level Meters.

E. California Building Code.

F. Americans with Disability Act (ADA).

G. Architectural Barriers Act Accessibility Guidelines.

1.05 CONTRACTOR SUBMITTALS

1.06 SECTION INCLUDES

A. Traffic plan and controls.

B. Construction operations under traffic.

C. Portable changeable message sign.

D. Pollution abatement.

E. Dust control.

F. Mud control.

G. Noise control.

1.07 PROJECT SECURITY

A. The Contractor shall make adequate provisions to protect the work area against fire, theft and vandalism, and to protect the public, City and County forces against exposure to injury, and for the security of any off-site storage areas.

B. All costs for this protection shall be included within the Contractor's bid.

1.08 TRAFFIC PLAN AND CONTROLS

The Contractor shall prepare Traffic Control Plans (TCPs) for submittal and approval by the City and County.

A. Traffic Control Plans and Permits:

1. The Contractor shall prepare traffic control plans required for the WORK. The traffic control plans shall include drawings showing proposed traffic control devices including temporary signage and temporary pavement markings and striping. The Contractor shall apply to the jurisdictional agency for approval of the plans and for a permit or permits to work in the public right-of-way.
2. Include traffic control plans for each phase of the WORK requiring different traffic diversion patterns and methods of control. Include for each phase detailed SCHEDULES for performance of WORK and include proposed traffic control devices.
3. The Contractor shall include pedestrian and bicycle handling in traffic control plans for the WORK to reflect any changes in pedestrian and bicycle paths including the accessible path. The accessible path shall be in accordance with the requirements of California Building Code and the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines. The pedestrian and bicycle handling shall include drawing(s) showing proposed pedestrian and bicycle handling devices including temporary markings, signage and wayfinding signs. The Contractor shall submit the plan for

review and approval by the Engineer. Where the plan affects public right-of-way controlled by other jurisdictions, the Contractor shall also apply to the jurisdictional agency for approval and obtain the necessary permits. All pedestrian and bicycle handling devices and signage shall be in compliance with the accessibility requirements of the California Building Code and the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines.

4. Include pedestrian and bicycle handling for each phase of the WORK requiring different pedestrian diversion patterns and methods of control. Include for each phase detailed SCHEDULES for performance of WORK and include proposed pedestrian handling devices.
5. Where overhead protection is required for walkways during construction, the requirement for Covered Walkways of Chapter 33 of California Building Code shall be followed.

B. Control Devices and Facilities:
   1. Furnish, install, operate, maintain, and remove when no longer required, all traffic control and protective devices required for the approved traffic plan.
   2. Traffic control and protective devices shall include changeable message signs, arrow boards, detour signs; temporary barricades and guard rails; temporary crash cushions; temporary delineators; temporary signs; temporary railing (Type K); temporary Alternative Crash Cushion (TACC); temporary lighting, overhead warning lights and flashing lights; temporary pavement stripes and markings, and removal of permanent and temporary pavement markings; and the services of qualified flaggers.
   3. Maintain communication with the jurisdictional agency(s) regarding the Contractor's operations in maintaining and controlling traffic.

C. Traffic Control Signs: Each change in location of traffic shall be adequately posted with signs mounted on barricades or standard posts in accordance with requirements of Caltrans Standard Specifications, Section 12. Temporary "No Parking" signs that are to be used for short periods will be provided by local authorities. The Contractor shall make arrangements for providing temporary "No Parking" signs.

D. Pavement Marking: Install necessary temporary and permanent pavement marking as required in connection with the temporary street work and remove or obliterate existing or temporary pavement markings whenever vehicle traffic is moved to a newly available pavement area or to different traffic patterns. Refer to Section 32 17 23, Traffic Stripes and Pavement Markings, and Section 02 10 00, Selective Demolition, for requirements.

E. Prior to starting WORK on each phase requiring traffic control, demonstrate to the satisfaction of the Engineer that necessary materials, equipment, and personnel are on site and that, once started, WORK can be completed in an expeditious manner without interruptions.

F. Redirecting Traffic:
   1. All channelizing, shifting of traffic lanes, and barricading of traffic in

connection with the WORK will be subject to approval of the appropriate jurisdictional agency. Existing local standards for signing and marking of construction areas will apply in addition to the requirements of Caltrans Standard Specifications, Section 12.

2. When required by the Contract Specifications, or indicated on the Contract Drawings, or required by responsible public agencies, the Contractor shall construct, maintain, and remove detours for the use of public traffic.
3. Failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the WORK until such detours are in satisfactory condition for use by public traffic.

G. Temporary Closing to Traffic: Prior to temporary closing to traffic of any street, sidewalk, or other access, or to changing traffic patterns from those indicated on the Contract Drawings, obtain approval from appropriate jurisdictional authority, and comply with imposed conditions, at least two weeks before such closures or changes are made. Deviations will be for an emergency condition affecting life and property only, and the Contractor shall immediately notify the Engineer and the appropriate jurisdictional authority of any such emergency changes. Copies of all approvals shall be furnished to the Engineer.

H. Temporary Walkways: In areas where removal of existing sidewalks is necessary, access to adjacent businesses, entrances, and properties shall be maintained by temporary walkways having a width of not less than four feet.

I. Temporary Paving and Patching: Construct, maintain, and remove temporary pavement and patching required to safely and expeditiously handle vehicle and pedestrian traffic, within or adjacent to the jobsite. Temporary pavement and patching composition shall conform to the specifications of the local jurisdictional authority. Any construction, maintenance, or removal required by the Contractor's operations off site shall conform to the requirements specified herein.

J. New and Existing Traffic Control Devices:
1. The Contractor shall arrange with the respective county and municipal authorities to provide governmental services as required for salvaging reusable traffic signs.
2. The Contractor shall provide such WORK and construction services as may be required by county and municipal authorities to assist in salvaging reusable and traffic signs all in accordance with jurisdictional standards and regulations.

1.09 CONSTRUCTION OPERATIONS UNDER TRAFFIC

A. Definitions: "Construction equipment" is defined for the purposes of this Article as all types of equipment, vehicles, and tools used in connection with construction WORK. The term "workers" includes every person or firm performing work in or adjacent to public streets.

B. Construction Equipment: When in traffic lanes, all vehicles and equipment shall be

operated at normal traffic speeds. If this is not practicable, a slow-moving vehicle emblem shall be displayed in accordance with the California Vehicle Code. Construction equipment shall not be parked in any lane intended for use by normal traffic. Equipment parked or stored at the WORK site shall be behind a guard rail, barrier, curb, or other protective device.

C. One-Way Traffic: No construction equipment shall be operated in traffic lanes, except in the designated direction of travel for respective lanes.

D. Construction Operations:
   1. SCHEDULE surface operations so that WORK is not carried on intermittently throughout the area. Excavation or construction activities shall be scheduled and pursued to completion as required to permit opening of street areas to traffic without unnecessary delays.
   2. No construction WORK involving occupancy of traffic lanes shall be performed during adverse weather conditions or adverse road conditions, and traffic shall be properly safeguarded by the use of flashers and lights in addition to the signs and other markings specified herein. During these periods, no construction deliveries shall take place over a travel lane or immediately adjacent thereto.
   3. When traffic conditions dictate, the Contractor shall modify its WORK operation for such length of time as required to alleviate the hazardous traffic conditions.

E. Equipment Travel:
   1. No construction equipment other than that designated and used for general highway transportation shall be moved on streets during hours of darkness or periods of adverse weather conditions that reduce normal visibility.
   2. Any construction equipment or material required for construction operations which exceeds the maximum vehicle dimensions specified in the Motor Vehicle Code, shall be moved only in accordance with established State and local regulations. No such oversize load shall be moved over public streets without first obtaining approval of the appropriate jurisdictional authority.

F. Crossing Traffic Lanes: Construction equipment entering the traveled way from the median shall be safeguarded by a portable changeable message sign and with flaggers as required. Where traffic speeds are high, slow-moving construction equipment entering the traveled way shall be protected by a “rolling barricade” supplied by the California Highway Patrol (CHP). This operation shall be performed at off-peak hours, and requires coordination between the Contractor and the CHP, with the cost being borne by the Contractor.

G. Flaggers: When flagging is required, provide qualified flaggers and flagging in accordance with the requirements of the California MUTCD, Part 6.

H. Removal of Traffic Control Devices: All temporary signs, barricades, barrier curbs, crash cushions, drums, and cones used to safeguard traffic in connection with construction WORK shall be removed at the close of the WORK day, unless the state

of the WORK is such that warning devices are still needed and are adapted for night closing.

I. Storage: No material or traffic control devices shall be stored on any lane intended for traffic use.

1.10 PORTABLE CHANGEABLE MESSAGE SIGNS (CMS)

A. When conditions warrant, portable changeable message signs shall be furnished, placed, operated, and maintained at locations indicated or designated by the ENGINEER, in accordance with Section 12-3.01. “General,” of the Caltrans Standard Specifications.

B. The CMS shall be in continuous operation during the hours when trucks are entering or leaving the leaving roadway at a rate greater than two trucks per hour or are needed for detours.

C. Each portable changeable message sign unit shall consist of a three-line matrix sign panel, a controller unit, a power supply, and a structural support system all mounted on a trailer. The unit shall be assembled to form a complete self-contained portable changeable message sign that can be delivered to the site of the WORK and placed in immediate operation. The complete message sign unit shall be capable of operating in an ambient air temperature range of minus 20 degrees Celsius to plus 70 degrees Celsius and shall not be affected by mobile radio transmissions.

D. The trailer shall be equipped with at least three adjustable outrigger leveling pads near the frame corners to permit stable job site installations. The unit shall be capable of resisting overturning under wind loads of 60 mph with the sign in the fully elevated position. The overall width of the trailer unit, including the sign and mounting brackets, shall not exceed 102 inches while being towed.

E. The message displayed on the sign shall be visible from 1200 feet and shall be legible from a distance of 750 feet, at noon on a cloudless day, by persons with vision corrected to 20/20. The sign shall be capable of displaying a minimum of eight characters per line on each of three lines.

F. The sign face shall be flat black and shall be protected from sun-glare by a method that does not interfere with the clarity of the sign message. The sign shall be raised and lowered by means of a power-driven lifting mechanism.

G. The matrix sign shall be capable of a complete alphanumeric selection.

H. Lamp matrix type signs shall be equipped with an automatic dimming operational mode which automatically compensates for the influence of a temporary light source or other abnormal lighting conditions. The sign shall have manual dimming operation modes of three or more different lamp intensities.

I. Non-lamp matrix signs shall be internally illuminated at night.

J. The controller shall be an all-solid-state unit containing all the necessary circuitry for the storage of at least five pre-programmed messages. The controller shall be installed in a location allowing the operator to perform all functions from one position. A keyboard entry system shall be provided to allow an operator to generate an infinite number of additional messages over the preprogrammed five. The keyboard shall be equipped with a security lockout feature to prevent unauthorized use of the controller.

K. The controller shall contain a non-volatile memory to hold the keyboard created messages in memory during a non-power period. It shall allow for a variable message display rate that allows the operator to match the information display to the speed of the approaching motorists. The flashing off time shall be operator adjustable within the control cabinet.

L. Full operation height shall be with the bottom of the sign at least seven feet above the ground and the top no more than 14 feet, six inches above the ground. P. The portable changeable message signs, when no longer required for the WORK, shall become the property of the Contractor.

1.11 POLLUTION ABATEMENT – GENERAL REQUIREMENTS

A. Conduct construction operations in a manner that will minimize pollution of the environment surrounding the area of the WORK by all practicable means and methods. Apply specific controls as specified in the Contract Specifications and as follows:

1. Waste Materials: No waste or eroded materials shall be allowed to enter natural or man-made water or sewage removal systems. Eroded materials from excavations, borrow areas, or stockpiled fill shall be contained within the WORK area. The Contractor shall develop methods for control of erosion.
2. Burning: No burning of waste materials or debris will be permitted.
3. Burying: No burying of waste materials and debris will be permitted within the limits of the project site and must be disposed of offsite.

B. Provide for and maintain the flow of all sewers, drains, building or inlet connections, and all water courses which may be encountered during progress of the WORK. Do not allow the contents of any sewer, drain, or building or inlet connection to flow into trenches. Immediately remove from proximity of the WORK all offensive matter, using such precautions as are required by local authorities having jurisdiction.

1.12 DUST CONTROL

A. The Contractor shall take whatever steps, procedures, or means as are required to prevent dust conditions being caused by its operations in connection with the execution of the WORK; and on any road which the Contractor or any of its Subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to agencies having jurisdiction. Contractor shall ensure that any deleterious effect from its WORK does not affect plant personnel, plant operation nor the Distributed Control System.

B. Damage to personal property, etc., resulting from the Contractor's construction operations shall be borne by the Contractor at no cost to the City or County.

C. The Contractor shall keep the streets and WORK area clean at all times by means of mechanical sweepers or hand sweeping. Water will be used for dust control only, and not for cleaning streets.

1.13 WASTE DISPOSAL

A. The Contractor shall dispose of surplus materials, waste products, and debris and shall make necessary arrangements for such disposal. The Contractor shall obtain written permission from property owner prior to disposing surplus materials, waste products, or debris on private property.

B. All waste disposal shall be done in accordance with applicable laws and regulations.

C. If the Contractor proposes to dispose of construction debris, trench spoils, excavation spoils, etc., at a landfill, it shall be responsible to provide and pay for all permits and analyses required by the landfill. If the analyses determine that the material is hazardous, then an equitable adjustment of the Contract for the cost of hazardous waste disposal will be made in accordance with Article 7 of Document 00 72 00, General Conditions, and the following: Time extension or contract costs will not be granted for delays that could have been avoided by the Contractor redirecting its forces and equipment to perform other WORK on the contract.

D. Ditches, washes, or drainage ways shall not be filled.

E. Disposal operations shall not create unsightly or unsanitary nuisances.

F. The Contractor shall maintain the disposal site in a condition of good appearance and safety during the construction period as determined by the Engineer.

G. Prior to final acceptance of the WORK, the Contractor shall have completed the leveling and cleanup of the disposal site.

1.14 CLEAN UP

A. Throughout the period of construction, the Contractor shall keep the WORK site free and clean of all rubbish and debris. Contractor shall return the site and facilities to their original "as-found" condition, unless otherwise specified in the Contract Documents, at the completion of the project. Refer to Section 01 74 00, Cleaning.

1.15 TEMPORARY ENCLOSURES

A. When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of employees, the public or construction workers, are in progress, the area of activity shall be enclosed adequately to contain the dust, over spray, or another hazard. In the event there are

no permanent enclosures of the area, or such enclosures are incomplete or inadequate, the Contractor shall provide suitable temporary enclosures as required by the Engineer to meet field conditions in accordance with the recommendations of the owner-furnished equipment supplier (if applicable) and the Contractor's equipment supplier requirements. Said temporary or permanent enclosures shall be adequately ventilated to ensure the safety of the workers.

1.16 DRAINAGE

A. The Contractor shall take all necessary actions as required to meet discharge requirements of the State of California Regional Water Quality Control Board (RWQCB) and other pertinent local ordinances and regulations pertaining to dewatering and/or site drainage discharged into storm drains and creeks. This may include, but may not be limited to, the use of retention basins and silt basins to settle most of the solids prior to discharge.

B. In excavation, fill, and grading operations, care shall be taken to disturb the preexisting drainage pattern as little as possible. Particular care shall be taken not to direct drainage water onto private property or into streets or drainage ways inadequate for the increase flow. Drainage means shall be provided to protect the WORK.

1.17 TEMPORARY LIGHTING

A. The Contractor shall provide temporary lighting in all WORK areas sufficient to maintain a lighting level during working hours not less than the lighting level required by OSHA standards.

1.18 CONSTRUCTION FACILITIES

A. Construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

B. Temporary supports shall be designed with an adequate safety factor to assure adequate load bearing capability. Whenever required by safety regulations, the Contractor shall submit design calculations for staging and shoring prior to application of loads.

1.19 REMOVAL OF TEMPORARY FACILITIES AND UTILITIES

A. At such time or times as any temporary construction facilities and utilities are no longer required for the WORK, the Contractor shall notify the Engineer of its intent and SCHEDULE for removal of the temporary facilities and utilities, and obtain the Engineer's approval before removing the same. As approved, the Contractor shall remove the temporary facilities and utilities from the site as its property and leave the

site in such condition as specified, as directed by the Engineer, and/or as shown on the Drawings.

B. In unfinished areas, such as planted medians, the condition of the site shall be left in a condition that will restore original drainage, evenly graded, seeded or planted as necessary, and left with an appearance equal to, or better than original.

1.20 ACCESS CONTROLS

A. Public Access
1. Convenient access to driveways and buildings in the vicinity of WORK shall be maintained at all times. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.
2. When leaving a WORK area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

B. Private Property
1. Conditions on Right-of-Way Agreements for private properties shall be adhered to by Contractor.
2. Contractor shall make provisions, as necessary, to protect private property from damage due to construction, including putting up and maintaining temporary fencing around the construction area.

1.21 NOISE CONTROL

A. The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any WORK performed pursuant to the contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer, so as to produce a maximum noise level of 65 dBA at five (5) feet. No internal combustion engine shall be operated on the project without said muffler.

B. In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. In residential areas, special measures shall be taken to suppress noise generated by repair and service activities during the night hours.

C. Offices, shops and/or factories surround the project area and will be occupied during the course of construction. Every effort shall be made to minimize excessive levels of noise, particularly over a prolonged period of time. Scheduling of particularly noisy construction operation shall be coordinated with the City and County.

D. Powder actuated anchors and fasteners may be used if approved, and were directed by the Engineer. Blasting of any description is strictly prohibited on any portion of the WORK of this contract.

E. Use of radio or other music amplification devices will not be permitted on the job site.

PART 2 - PRODUCTS

2.01 PRODUCTS

A. All construction area stationary and portable sign panels, detour signs, lights, temporary barricades, temporary crash cushions, temporary delineators, temporary signs, temporary railing (Type K), temporary Alternative Crash Cushion (TACC), temporary pavement stripes and markings, and traffic control devices shall be the product of a commercial sign or safety device manufacturer conforming to the requirements of Section 12, "Temporary Traffic Control Devices," of the Caltrans Standard Specifications, unless otherwise specified in this Section 01 50 00, the Contract Documents, and/or as directed by the Engineer in writing.

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 57 22
CONTROL OF WATER

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. Control of Water shall consist of doing all work and furnishing all materials required to design, construct, operate, and maintain measures to control water during the entire construction period including, but not limited to, the design, construction and operation of dewatering systems for construction of the bridge. The Contractor shall note that periodic discharges from rainfall, surface runoff, and subsurface water can be expected at any time of the year.

B. Control of water will include, but not be limited to, the work necessary to control water in the creek channel for construction of the project, which includes diversion to allow creek water to bypass the Project area in accordance with BMPs and permit conditions, design, construction, and operation of dewatering systems for excavations and construction of embankments.

C. Contractor should assume there may be outfall discharges upstream of the project site which are random, unpredictable, and which periodically discharge water. Contractor shall be responsible for installation of measures, such as sandbags, etc. as a cofferdam immediately upstream of the work to maintain dry conditions within the project limits and divert creek water in order to complete the Contract Work.

D. Contractor will note that the terms “dry” and “in the dry” refer to conditions of the work area in native material such that the work is not impeded nor adversely impacted. Satisfying those conditions is made a part of this Section.

E. Contractor is advised that water captured from dewatering and water pollution prevention may be used for other construction purposes if appropriately treated for controlling pollutants.

1.03 REFERENCE STANDARDS

A. Not Used

1.04 QUALITY ASSURANCE

A. Not Used

1.05 SUBMITTALS

A. The Contractor shall submit a proposed plan for control of water at least twenty-one (21) calendar days before the planned start of construction activities. This plan shall include a water diversion and dewatering plan. The plan shall include background information on the Project site to be used for calculations and drawings of proposed methods and equipment, operations, maintenance, and monitoring. Rationale for the methods selected shall be included. Identify site constraints. Note that this plan must be submitted to the Engineer and approved by the regulatory agencies in accordance with the permits.

1.06 SEQUENCING AND SCHEDULING

A. In order to minimize impacts to the aquatic environment in the project area, the Valley Water Biologist will perform relocation operations for aquatic species (fish, turtles, frogs, etc.) during installation of any temporary dam or barrier any subsequent draw down of water in the project area to prevent stranding of aquatic life. Contractor shall notify the Engineer at least two (2) days prior to such installation, and Contractor's Qualified Biologist and the Valley Water Biologist shall determine if aquatic species relocation is necessary.

1.07 MEASUREMENT AND PAYMENT

A. The contract lump sum price paid for Control of Water shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work involved, as shown on the plans and as specified in these Technical Specifications, the State of California Department of Transportation Standard Specifications, and as directed by the Engineer and no additional compensation will be allowed.

PART 2 - PRODUCTS

2.01 MANUFACTURERS – NOT USED

2.02 MATERIALS

A. Materials for control of water may include sheet piling, sumps, piping, plastic sheeting, filter fabric, gravel, sandbags, and other materials as necessary.

PART 3 - EXECUTION

3.01 DELIVERY AND STORAGE – NOT USED

3.02 INSTALLATION

A. The Contractor is advised that installation of the temporary dam or barrier within the channel is unlikely to completely control water in the channel or below the surface of the channel in the project area. Seepage flows are likely from leakage and subsurface flow. The Contractor is advised to make an assessment of potential subsurface water conditions for the purpose of determining control of water requirements for the project.

B. The Contractor shall be responsible for the design, construction, and operation of dewatering systems and diversion systems to maintain dry conditions in excavations,

as necessary to complete the work as shown on the Drawings, including placement of fill materials to the design grades and specified levels of compaction.

1. Placement of rocks, granular materials such as streambed fill, and wood in the streambed may be made with some water in the excavations, provided that the presence of water does not interfere with inspection of the work, placement to the lines and grades indicated on the Drawings, compaction requirements for backfill, or control of sediments.

2. All in-take pumps associated with the water diversion system and/or cofferdam isolation areas shall be fitted with screen mesh that shall not exceed 3/32 inch (2.388 mm) for woven wire or perforated plate screens, or 0.0689 inch (1.75 mm) for profile wire screens with a minimum 27% open area. If fry-sized aquatic species are not present as determined by the Qualified Biologist, screen mesh openings shall not exceed 1/4 inch (6.35 mm) for woven wire, perforated plate screens, or profile wire screens with a minimum 40% open area. A clear escape route should exist around the water diversion or cofferdam isolation areas for aquatic species. The screen system shall be inspected daily and approved as functioning by the Qualified Biologist before initiating work within the isolated areas.

C. Contractor is responsible for obtaining all necessary permits for treatment and disposal of groundwater removed from the work area.

D. The Contractor shall be responsible for complying with the conditions of the Regional Water Quality Control Board Permit and USACE Permit for the project. In addition, Contractor shall be responsible for complying with the conditions of all other permits required for this project.

E. Debris, soil, silt, bark, rubbish, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter a stream or lake, by the Contractor or any party working under contract, or with the permission of the Contractor, shall be removed immediately.

F. The Contractor shall remove water that accumulates in the work area so that work can be accomplished in dry conditions. The Contractor shall install and maintain power generators, pumps, and back-up facilities. At pump discharge points, the Contractor shall install sediment control basins, filter fabric barriers, or other devices to prevent discharge of sediment to the channel or discharge of water to other areas of work.

G. The Contractor may design dewatering facilities that allow return flow to the creek channel, provided the various regulatory requirements are met. The water and sediment control facilities will be described in the Contractor's BMP Action Plan as specified in Article 19.03 "BMP Action Plan."

H. The Contractor shall monitor the project area, and make any corrections necessary to comply with the BMP Action Plan, project permits, and these Specifications. All work shall be completed according to 01 00 00 – General Requirements, Section 3.2 "Schedule".

END OF SECTION

SECTION 02 10 00

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. This section provides requirements for site demolition, dismantling and disposal of existing including site improvements, building materials, utilities as a part of new construction.

B. The Contractor shall provide all materials, equipment and labor necessary to perform and complete all demolition work shown on the Drawings and as specified herein.

C. The Contractor shall coordinate with the City and County for demolition permits required by them and with all other regulatory agencies and utility companies.

1.03 RELATED SECTIONS

A. Section 01 33 00, Submittal Procedures

B. Section 01 74 00, Cleaning

C. Section 01 74 21, Waste Management

1.04 REFERENCES

A. NOT USED

1.05 CONTRACTOR SUBMITTALS

A. TBD

1.06 SECTION INCLUDES

A. Selective site demolition including access road, asphalt concrete and pavement base, concrete curb, gutter, curb ramp, sidewalk, concrete apron and decorative crosswalk, landscaping, irrigation, fencing, and utilities, including storm drain pipe, storm drain inlets, fire hydrants, backflow preventers and blowoffs, retaining walls, signage, striping and others.

B. Selective site demolition including below-grade foundations and site improvements.

C. Salvage of designated items.

D. Selective site demolition including asphalt concrete and pavement base removal, concrete curb, gutter, curb ramp, sidewalk, concrete apron and decorative crosswalk removal, fence removal, sign removal and removal of all traffic striping and pavement markings in conflict with the proposed improvements.

1.07 GENERAL

A. Do not begin demolition until authorization is received from the City of Milpitas and County of Santa Clara Roads and Airports Department.

B. Remove rubbish and debris daily from the jobsite, unless otherwise directed.

1.08 ITEMS TO REMAIN IN PLACE

A. Comply with FAR 52.236-9 to protect existing vegetation, structures, equipment, utilities, and improvements. Coordinate the work of this section with all other work indicated. Construct and maintain shoring, bracing, and supports as required. Ensure that structural elements are not overloaded. Increase structural supports or add new supports as may be required as a result of any cutting, removal, deconstruction, or demolition work performed under this contract. Do not overload structural elements or pavements to remain. Provide new supports and reinforcement for existing construction weakened by demolition, deconstruction, or removal work. Repairs, reinforcement, or structural replacement require approval by the Engineer prior to performing such work.

1.09 EXISTING CONSTRUCTION LIMITS AND PROTECTION

A. Do not disturb existing construction beyond the extent indicated or necessary for installation of new construction. Provide temporary shoring and bracing for support of building components to prevent settlement or other movement. Provide protective measures to control accumulation and migration of dust and dirt in all work areas. Remove dust, dirt, and debris from work areas daily.

B. Work within the channel shall be limited to that which is shown on the plans. Contractor shall take measures to avoid disturbance within the channel and riparian areas.

1.10 HAZARDOUS MATERIALS ENCOUNTERED

A. Remove any hazardous materials as specified in Article 20 Removal of Hazardous Materials under Section 00 72 13, General Conditions.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 SELECTIVE DEMOLITION

A. Demolition Operations: Do not damage building elements and improvements indicated to remain. Items of salvage value, not included on schedule of salvage items to be returned to Owner, shall be removed from the site. Storage or sale of items at project site is prohibited.

B. Utilities: Locate, identify, disconnect, and seal or cap off utilities in buildings to be demolished. Contractor shall coordinate with utility companies to disconnect 3rd Party utility services including gas, electric and communication.

C. Shoring and Bracing: Provide and maintain interior and exterior shoring and bracing.

D. Operations: Cease operations if public safety or remaining structures are endangered. Perform temporary corrective measures until operations can be continued properly.

E. Security: Provide adequate protection against accidental trespassing. Secure project after work hours.

F. Restoration: The Contractor shall restore finishes of patched areas. The Contractor shall provide patching, replacing, repairing and refinishing of damaged areas or damaged adjacent facilities involved in the demolition. New concrete shall match the existing adjacent surfaces, in kind or of better quality, to the satisfaction of the Engineer, at no cost to the City or to the owners of the facilities.

G. Occupancy and pollution control: Water sprinkling, temporary enclosures, chutes and other suitable methods shall be used to limit dust and dirt rising and scattering in the air. The Contractor shall comply with all government regulations pertaining to environmental protection.

H. Use of Water: Water shall not be used in a manner that creates hazardous or objectionable conditions such as ice, flooding, or pollution.Protection: Safe passage of persons around area of demolition shall be provided in accordance with all safety and regulatory requirements. Operations shall be conducted to prevent damage to adjacent buildings, structures, other facilities, people and property.

Interior and exterior shoring, bracing, or supports shall be provided to prevent movement, settlement or collapse of structures to be demolished and to adjacent facilities to remain.

Existing landscaping materials, structures, and appurtenances which are not to be demolished shall be protected and maintained.and replaced if damaged.

The Contractor shall protect and maintain conduits, drains, sewers, pipes, and wires that are not identified to be demolished.

I. Small structure demolition: small structures may be removed intact when acceptable to the Engineer and approved by the City Building Official.

Demolition shall proceed in a systematic manner, typically from top of structure to ground.

Concrete and masonry shall be demolished in small sections.

J. Below-grade demolition: Footings, foundation walls, below-grade construction and concrete slabs on grade shall be demolished and removed to a depth which will not interfere with new construction but shall not be less than 12 inches below existing ground surface or future ground surface, whichever is lower.

Below-grade areas and voids resulting from demolition of structures shall be completely filled.

All fill and compaction shall be in accordance with Section 31 23 00, "Utility Earthwork."

All fill and compaction surfaces shall be graded to meet adjacent contours and to provide flow to surface drainage structures, or as shown on the Drawings.

K. At grade demolition: All Portland cement concrete sidewalks shall be saw-cut at the nearest scoreline or deep joing and removed entirely to the saw-cut limits. Where adjacent pavement or concrete is broken or deteriorated sufficiently to prohibit a sound replacement the entire deteriorated section shall be removed to the limits determined by the Engineer.

L. Cleanup: During and upon completion of work the Contractor shall promptly remove unused tools and equipment, surplus materials, rubbish, debris and dust and shall leave areas affected by work in a clean, approved condition.

The Contractor shall clean adjacent structures and facilities of dust, dirt and debris caused by demolition, as directed by the Engineer or governing authorities, and return adjacent areas to condition existing prior to start of work.

The Contrractor shall clean and sweep daily all street and roads affected by its operation.

M. Disposal of demolished materials: Demolition and removal of debris shall be conducted to ensure minimum interference with roads, streets, walks, channels and other adjacent occupied or used facilities which shall not be closed or obstructed without permission from the City. Alternate routes shall be provided around closed or obstructed traffic ways.

N. Site Debris: Site debris, rubbish and other materials resulting from demolition operations shall become the property of the Contractor and shall be removed by the Contractor at the Contractor's expense to a suitable site. The proper and legal disposal of demolished materials shall be the responsibility of the Contractor.

O. Remove existing traffic stripes and pavement markings: All removed traffic stripes and pavement markings and excess material shall become the property of the Contractor and shall be disposed of in a legal and proper manner. Removal and disposal of existing traffic markings and excess material shall conform to Section 15, “Existing Facilities,” of the Caltrans Standard Specifications and as specified herein.

The Contractor shall conduct his work so as not to damage existing pavement and public improvements to remain. Any resultant damage determined to be excessive by the Engineer shall be repaired in kind by the Contractor at its sole expense.

Damage to the pavement resulting from removal of pavement markers shall be considered as any depression more than 1/4-inch deep and shall be repaired by the Contractor by filling the depression with hot melt bituminous adhesive to the satisfaction of the Engineer.

Where blast cleaning is used for the removal of traffic stripes and pavement markings or objectionable material, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation.

Where removal of traffic stripes and pavement markings is done by grinding or sandblasting methods, the effected pavement surface shall be completely covered by applying asphaltic emulsion conforming to Section 94 of Caltrans Standard Specifications.

All reference markings made by the Contractor shall be done with spray chalk.

ALL TEMPORARY TRAFFIC STRIPES AND PAVEMENT MARKINGS SHALL BE REMOVED BY THE CONTRACTOR ON THE SAME DAY AS PLACEMENT OF THE PERMANENT STRIPING AND MARKINGS.

P. Items for protection during demolition and construction include but not limited to: TBD

Q. Items to be salvaged for installation: TBD

R. Items to be salvaged for delivery to the Owner: TBD

S. Coordination Schedule: The Contractor shall submit a complete coordination schedule for demolition work including shut-off and continuation of utility services prior to the start of the work. The schedule shall indicate proposed methods and operations of facility demolition and provide a detailed sequence of demolition and removal work to ensure uninterrupted operation of occupied areas.

T. Water Management Plan: Contractor shall submit a Water Management Plan identifying how that diversion will be met.

U. Agreements: The Contractor shall provide copies of written agreements from private landowners, landfill operators, or other agencies accepting disposal of any demolished material prior to any work.

END OF SECTION

SECTION 02 21 13

MONUMENTS

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. Section Includes:
   1. Survey Monuments

1.03 RELATED SECTIONS

A. NOT USED

1.04 REFERENCES

A. NOT USED

1.05 CONTRACTOR SUBMITTALS

A. Product Data Sheets

B. Certificates of Compliance: Certificates of Compliance shall be provided for all products

1.06 APPLICABLE PUBLICATIONS

A. Federal Geographic Data Committee (FGDC)
   1. STD-007.03-98 – Geospatial Positioning Accuracy Standards Part 3: National Standard for Spatial Data Accuracy.
   2. STD-007.04-02 – Geospatial Positioning Accuracy Standards Part 4: Standards for Architecture, Engineering, Construction (A/E/C) and Facility Management.

PART 2 - PRODUCTS

2.01 MONUMENTS

A. Survey monuments shall be in accordance with the City of Milpitas Standard Drawing No. 446 or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Monuments shall be constructed in accordance with the City of Milpitas Standard Drawing No. 446.

B. Monuments shall be constructed at the locations shown on the plans or as directed by the Engineer.

C. The licensed land surveyor shall determine by accurate survey the exact point to be clearly punched in monument marker and the RE or LS number shall appear on the marker.

END OF SECTION

SECTION 02 41 16

STRUCTURE DEMOLITION

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. Demolition and removal of buildings

B. Removing below-grade construction.

C. Disconnecting, capping or sealing, and removing site utilities.

D. Salvaging items for reuse by Owner.

1.03 RELATED SECTIONS

A. Section 01 51 00 Temporary Controls

B. Section 02 10 00 Selective Demolition

C. Section 31 00 00 Earthwork

1.04 REFERENCES

A. ANSI A10.6 Safety Requirements for Demolition Operations

1.05 CONTRACTOR SUBMITTALS

A. Engineering Survey: Submit engineering survey of conditon of building.

B. Demolition Plan: Submit a comprehensive demolition plan, describing the proposed sequence, methods, and equipment for demolition, removal, and disposal of structure(s); include salvage if required.

1. Drawings shall show all structural elements to be demolished or removed. Indicate stages or phases of the selective structure demolition work. Calculations shall show that the structure and portions of the structure remaining during and after each stage or phase of structure demolition work is safe and stress levels in the structural members are within the limits of governing codes and regulations. Drawings and calculations shall be

prepared, sealed, and signed by a professional civil or structural engineer currently registered in the State of California.

C. Utility Severance Certificates: Provide certificates, issued by the utility owners, of severance of utility services for record purposes.

D. Private Property Owner's Release: If material demolished and removed from the site will be deposited on private property, submit two copies of written releases not less than 15 days before the start of work. Releases shall absolve the City from responsibility in connection with the depositing of material on private property, and shall be signed by the owners of such property on which the material will be deposited.

E. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control, vibration control, for noise control. Indicate proposed locations and construction of barriers.
   1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain including means of egress from those buildings.

F. Predemolition photographs or video of building interior and exterior, including the roof, and adjacent properties visible from the site.

G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.06 CLOSEOUT SUBMITTALS

A. Inventory of items that have been removed and salvaged.

1.07 MATERIAL OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
   1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.08 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1.09 FIELD CONDITIONS

A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.

B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
   1. Provide not less than 72 hour notice of activities that will affect operations of adjacent occupied buildings.
   2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
      a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.

C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. Hazardous materials will be removed by Owner before start of the Work.
   2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer. Hazardous materials will be removed under a separate contract prior to the beginning of construction.

E. On-site storage or sale of removed items or materials is not permitted.

F. Arrange demolition schedule so as not to interfere with operations of adjacent occupied buildings.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

2.02 SOIL MATERIALS

A. Suitable Fill: Comply with requirements in Section 31 00 00 "Earthwork."

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting demolition operations.

B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of

any portion of structure or adjacent structures during building demolition operations.

C. Inventory and record the condition of items to be removed and salvaged.

3.02 PREPARATION

A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

B. Salvaged Items: Comply with the following:
1. Clean salvaged items of dirt and demolition debris.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to storage area designated by the Engineer.
5. Protect items from damage during transport and storage.

3.03 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Utilities to Be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
1. Arrange to shut off utilities with utility companies.
2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
4. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing by utility companies.

3.04 PROTECTION

A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.

B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished, all in accordance with applicable codes and regulations.

C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.

D. Temporary Protection: Erect temporary protection, such as walks, fences, railings,

canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Section 01 51 00 "Temporary Controls."

1. Protect adjacent buildings and facilities from damage due to demolition activities.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.

E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.05 DEMOLITION

A. General: Demolish indicated buildings completely. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
2. Maintain fire watch during and for at least 24 hours after flame-cutting operations.
3. Maintain adequate ventilation when using cutting torches.
4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.

C. Explosives: Use of explosives is not permitted.

D. Proceed with demolition of structural framing members systematically, from higher to

lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.

E. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

F. Demolish foundation walls and other below-grade construction that are within footprint of new construction and extending 5 feet outside footprint indicated for new construction.
   1. Remove below-grade construction, including basements, foundation walls, and footings completely.

G. Existing Utilities: Demolish existing utilities and below-grade utility structures that are within 5 feet outside footprint indicated for new construction. Abandon utilities outside this area.

H. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with suitable fill material according to the requirements in Section 31 00 00 "Earthwork."

I. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

J. Promptly repair damage to adjacent buildings caused by demolition operations.

3.06 CLEANING

A. Removed demolition waste materials shall become the property of the Contractor and and shall be disposed of in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

B. Do not burn or bury demolished materials.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

PART 4 - EXECUTION

Not Used

END OF SECTION

SECTION 03 10 00

CONCRETE FORMWORK

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The work included under this section consists of furnishing all material, supplies, equipment, tools, transportation, and facilities, and performing all labor and services necessary for, required in connection with or properly incidental to furnishing, installing, and removing form work as described in this section of the specifications, shown on the accompanying drawings, or reasonably implied therefrom, except as hereinafter specifically excluded.

B. Concrete and the construction of concrete structures must conform to Section 48-2, Section 51 and Section 90 of the State of California Department of Transportation Standard Specifications. In the event of conflicts between the State of California Department of Transportation Standard Specifications and these specifications, the State of California Department of Transportation Standard Specifications shall prevail as directed by the Engineer.

C. Work Included:
1. Design of Formwork, Shoring and Falsework
2. Construction and removal of all forms.
3. Installation of items furnished under other sections but indicated therein to be installed under this section.
4. Accuracy of installation is responsibility of section furnishing item.

D. Related Work Specified Elsewhere:
1. Reinforcing Steel; Section 03 20 00
2. Structure Excavation and Backfill; Section 31 23 00
3. Cast-in-Place Concrete; Section 03 30 00

1.03 REFERENCE STANDARDS

A. The following is a list of Reference Standards referred to in this portion of the Specification:
1. State of California Department of Transportation Standard Specifications, current governing edition
2. W.C.L.I.B.; "Standard Grading and Dressing Rules No. 17"
3. American Concrete Institute Standard ACI 347 "Guide to Formwork for Concrete" and ACI 318 "Building Code Requirements for Reinforced Concrete", Latest edition.
4. California Building Code, current governing edition.
5. American Plywood Association, "U.S. Product Standard PS1-19"

1.04 QUALITY ASSURANCE

A. Codes and Standards: Comply with all Federal, State and Local Codes and Safety Regulations. In addition, comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified.
   1. State of California Department of Transportation Standard Specifications, current governing edition.
   2. California Building Code, current governing edition.
   3. ACI-347 "Guide to Formwork for Concrete", current edition.

B. Qualifications: Design and detailing of formwork shall be by a person experienced in the design of formwork and familiar with the principles of engineering mechanics. Design and detailing of formwork over 12' in height, shoring, and falsework shall be prepared by a registered Civil/Structural Engineer of the State of California.

1.05 SUBMITTALS

A. General Requirements
   1. Submittals shall be made to Engineer in accordance with the requirements of Division 1, General Requirements of these specifications.
   2. Construction, and fabrication or ordering of materials for formwork shall not begin until Contractor has received submittals reviewed by Engineer governing all aspects of the intended work as required in these specifications.

B. Shop Drawings:
   1. Formwork: Submit shop drawings for fabrication and erection of forms for portions of the concrete surfaces, as indicated below:
      a. Formwork over 12' in height
      b. Show general construction of forms including size of members, bracing, jointing, special form joint or reveals, location and pattern of form tie placement, and other items that affect the structural integrity of formwork or exposed concrete visually. Formwork over 12' in height shall be designed, detailed, and stamped by a registered Civil/Structural Engineer of the State of California.
   2. Falsework and Shoring Shop Drawings: The Contractor shall submit shop drawings and calculations of any required falsework or shoring. Shop drawings and calculations shall be prepared, stamped, and signed by a registered Civil/Structural Engineer of the State of California. Shop drawings and calculations shall be prepared in accordance with the requirements of the State of California Department of Transportation Standard Specifications, Section 48-2, “Falsework.”
   3. Camber Strip Calculations: The Contractor is responsible for calculating and submitting camber strip calculations. Camber strip calculations shall be prepared, stamped, and signed by a registered Civil/Structural Engineer of the State of California.

1.06 SEQUENCING AND SCHEDULING

A. The Contractor shall obtain information and instructions from other trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them to be embedded in concrete.

PART 2 - PRODUCTS

2.01 FORMS

A. Plywood shall be 5/8" Exterior "B.B." Plyform Class I. Each sheet shall be grade stamped with an APA stamp.

B. Sheathing shall be Douglas Fir "Standard" grade per Grading Rules #17, W.C.L.I.B., Paragraph 118-c. 1x6 shiplap S4S.

C. Hardboard shall be 1/8" tempered.

2.02 SPREADERS

A. Spreaders shall be of metal type that will give positive tying and accurate spreading.

2.03 STUDS, WALES AND SHORING

A. Studs, wales, and shoring shall be Douglas Fir "Construction" grade per Grading Rules #17, W.C.L.I.B. Paragraph 122-b or "No. 2" grade, Paragraph 123-c.

2.04 MANUFACTURED ASSEMBLIES

A. Manufactured assemblies may be used as forms provided that maximum loadings and deflections used on jacks, brackets, columns, joists and other manufacturer devices does not exceed the manufacturer’s recommendations.

PART 3 - EXECUTION

3.01 GENERAL

A. Furnish and install all forms, clamps, accessories, etc., required for all poured-in-place concrete below grade and unexposed portions above grade. Where sides of excavations have been cut neat and accurate to size for pouring of concrete directly against the excavation, forms for footings will not be required. Where the face of excavation is more than 3 inches wider than the specified width formwork shall be used.

B. Furnish and install all forms, clamps, sealer, accessories, etc., required for all poured-in-place concrete above grade that will be exposed.

C. Provide crack control and keyed cold joint forms.

3.02 DESIGN AND CONSTRUCTION OF FORMWORK

A. Forms shall be constructed of sound material, of the correct shape and dimension, mortar tight, and of sufficient strength, and so braced and tied together that the movement of equipment, men, materials, or placing and vibrating the concrete will not throw them out of line or position. Construct so that they may be easily removed without damage to the concrete. Any movement or bellying of forms during construction shall be considered just cause for their removal and, in addition, the concrete work so affected. All formed joints on concrete surfaces to be exposed shall be taped and shall align so joints will not be apparent on the concrete surfaces. All dirt, chips, sawdust and other foreign matter shall be completely removed before

concrete is placed.

B. Use camber strips to compensate for falsework deflection, vertical alignment, and anticipated structure deflection.

C. Before concrete is placed in forms, all inside surfaces of the forms shall be thoroughly coated with an approved form sealer. The form sealer shall be of high penetrating quality leaving no film on the surface of the forms that can be absorbed by the concrete.

D. Form supports shall be placed on adequate foundations and have sufficient strength and bracing to prevent settlement or distortion from the weight of the concrete or other cause. Support shall rest on double wedged shim, or other approved means, so that the forms will be maintained at the proper grade.

E. Form Ties: Bolts, rods, or other approved devices shall be used for internal form ties and shall be of sufficient quantities to prevent spreading of the forms. The ties shall be placed at least 1 inch away from the finished surface of the concrete. The use of ties consisting of twisted wire loop will not be permitted. Bolts and rods that are to be completely withdrawn shall be coated with grease.

F. Form Stakes: Where used, form stakes shall be smooth metal, coated as required to allow for removal from hardened concrete. Wood form stakes are not permitted. Fill voids left by form stake removal with non-shrink grout.

3.03 PLUMBING, LEVELING, REPAIRING AND MAINTAINING FORMS

A. Before concrete is placed in any form, the horizontal and vertical position of the form shall be carefully verified and all inaccuracies corrected. All wedging and bracing shall be completed in advance of placing of concrete.

B. Boards or other form materials that have been damaged or checked or warped prior to placing of concrete shall be removed from the forms and replaced with approved materials or otherwise corrected to the satisfaction of the Engineer.

C. Assign a sufficient number of workers to keep watch on and maintain the forms during placing of concrete. Satisfactorily remedy any displacement or looseness of forms or reinforcement before placing of concrete. No form shall be moved or altered except as may be specifically directed.

3.04 FIELD QUALITY CONTROL

A. The Contractor shall hire the engineer responsible for the design of formwork over 12' in height, falsework or shoring to inspect the work as detailed on the reviewed shop drawings.

B. The engineer responsible for design of formwork over 12' in height, falsework or shoring shall write a letter to the Engineer certifying construction is in accordance with the reviewed shop drawings and meets his/her approval prior to the Contractor placing any concrete.

C. The Contractor shall verify accuracy of items, furnished under other sections of these specifications and installed under this section.

3.05 REMOVAL OF FORMWORK, FALSEWORK AND SHORING

A. Formwork, falsework, and shoring shall not be removed until the concrete members have acquired sufficient strength to support their weight and the loads to be superimposed thereon safely.

B. The contractor is solely responsible for the design, installation, and removal of temporary bracing and construction supports required to complete the project. No portion of the structure shall be considered to be self supporting until the entire vertical and lateral load resisting system is in place.

C. Vertical forms shall remain on columns, walls, pilasters, etc., for at least seven (7) days, and formwork over 12' in height shall not be removed until the engineer responsible for design of the formwork has approved removal.

D. Removal of shoring and falsework under beams, girders, slabs, etc. shall be in accordance with Section 48-2.03D of the State of California Department of Transportation Standard Specifications.

E. The Contractor shall request to have field cured compression test specimens taken for any concrete where it is planned to remove formwork, falsework, or shoring sooner than indicated above.

F. In removing plywood forms, no metal pinch bars shall be used and special care to be taken in stripping. Start at top edge or vertical corner where it is possible to insert wooden wedges. Wedging shall be done gradually and shall be accompanied by light tapping of the plywood panels to crack them loose. Do not remove forms with a single jerk after it has been started at one end.

G. Forms shall be left in place as long as possible to permit shrinkage away from concrete and plywood forms shall be left in place until all other forms around are stripped and until there is no danger of damaging the architectural concrete due to other work in the vicinity.

H. Nothing herein shall be construed as relieving the contractor of any responsibility of the safety of the structure.

I. After stripping, properly protect all concrete to be exposed in the finish work from damage with boards and building paper to prevent staining, spoiled edges, chips, etc.

J. Whenever the formwork is removed during the curing period, the exposed concrete shall be cured by one of the methods specified in Section 03 30 00.

3.06 CLEAN UP

A. Clean up shall be per special conditions. Failure to perform clean up within 24 hours notice by the Engineer shall be considered adequate grounds for having the work done by others at the contractor's expense.

END OF SECTION

SECTION 03 20 00

REINFORCING STEEL

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The work included under this section consists of furnishing all material, supplies, equipment, tools, transportation, and facilities, and performing all labor and services necessary for, required in connection with or properly incidental to furnishing and installing all reinforcing bars, ties, spacing devices, inserts, and all other material required to complete installation, as described in this section of the specifications, shown on the accompanying drawings, or reasonably implied therefrom.

B. Reinforcing steel must conform to Section 52 of the State of California Department of Transportation Standard Specifications. In the event of conflicts between the State of California Department of Transportation Standard Specifications and these specifications, the State of California Department of Transportation Standard Specifications shall prevail as directed by the Engineer.

C. Work Included:
1. Fabricating and installing all reinforcing steel for cast in place concrete.

D. Related Work Specified Elsewhere:
1. Concrete Formwork; Section 03 10 00
2. Cast-in-Place Concrete; Section 03 30 00

1.03 REFERENCE STANDARDS

A. The following is a list of Reference Standards referred to in this portion of the specifications:
1. ASTM A615, "Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement".
2. ASTM A706, "Specification for Deformed and Low-Alloy Steel Bars for Concrete Reinforcement".
3. State of California Department of Transportation Standard Specifications, current governing edition

1.04 QUALITY ASSURANCE

A. Codes and Standards: Comply with all applicable Federal, State and Local Code and Safety Regulations. In addition, comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:
   1. State of California Department of Transportation Standard Specifications, current governing edition
   2. ACI 315R, "Guide to Presenting Reinforcing Steel Design Details", latest edition.
   3. ACI 318, "Building Code Requirements for Structural Concrete", latest edition.
   4. AWS D1.4, "Structural Welding Code- Steel Reinforcing Bars", latest edition.

B. Mill Certificates: The Contractor shall provide Mill Certificates for reinforcing steel in accordance with the requirements of Part 1.05,, "Submittals" of this specification section. When Mill Certificates cannot be provided, laboratory test reports shall be provided in accordance with the requirements of Part 1.05,, "Submittals" of this specification section.

C. Sampling, Testing, and Inspection:
   1. General
      a. All materials and work shall be subject to inspection at the mill, the fabrication shop, and at the building site. Material or workmanship not complying fully with the drawings, and/or specifications will be rejected.
      b. If the Owner's agent, through oversight or otherwise, has accepted material or work which is defective or contrary to specifications, this material or work, regardless of state of completion, may be rejected.
   2. Owner: The Owner shall employ an independent testing laboratory as the Owner's agent to perform the sampling, testing and inspections shown on the contract drawings, and submit certified test results.
   3. Contractor:
      a. The Contractor shall cooperate with and notify Owner's agent at least 24 hours in advance of inspections required and shall provide samples, test pieces, and facilities for inspection without extra charge.
      b. The Contractor shall identify each lot of fabricated reinforcing steel to be shipped to the site by assigning an individual lot number that identifies steel by heat number and shall be tagged in such a manner that each such lot can be accurately identified at the job site.
      c. The Contractor shall remove all unidentified reinforcing steel, anchorage assemblies and bar couplers received at the site.

1.05 SUBMITTALS

A. General Requirements:
   1. Submittals shall be made to Engineer in accordance with the requirements of Division 1, General Requirements of these specifications.
   2. Construction, fabrication, or ordering of materials shall not begin until Contractor has received submittals reviewed by Engineer governing all aspects of the intended work.

B. Shop Drawings:
   1. Shop Drawings shall be submitted that show diagrammatic elevations of all walls, footings, columns, beams, slabs, etc., at a scale sufficiently large to show clearly the positions and erection marks of reinforcing bars, their dowels, and splices.
   2. Use same bar marks on diagrammatic elevations as used on the bar schedule.
   3. Shop drawings shall also show details for congested areas and connections.
   4. Shop Drawings used in field must be reviewed copies.
   5. Contract drawings shall not be reproduced in whole or in part. Contract drawings modified into shop drawings will be returned without review.
   6. Revised submittals shall have clear indications of revised or new information. Clouding is an acceptable form of identification.

C. Product Data: Manufacturer's catalog sheets including instructions for use and description of application shall be provided on each of the following items intended for use on project:
   1. Mechanical anchorage devices for butt splices.

D. Mill Certificates:
   1. The Contractor shall provide Mill Certificates for each size of bar for each heat to be used on project.
   2. Mill Certificates shall include name of mill, date of rolling, date of shipping to fabricator and shall be signed by fabricator certifying that each material complies with or exceeds the specified requirements. A Mill Certificate shall be furnished with each lot of material delivered to the project and the lot shall be clearly identified in the Certificate.
   3. When Mill Certificates cannot be provided, the Contractor shall hire a professional testing laboratory to verify compliance and provide laboratory test reports. The Contractor shall pay for the cost of testing.

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

1.06 STORAGE OF MATERIALS

A. Store reinforcement during fabrication and at site to avoid excessive rusting or coating with grease, oil, dirt, or other objectionable materials.

1.07 SEQUENCING AND SCHEDULING

A. Coordinate work with all trades so as not to interfere with the work of other trades. Bring interferences between trades to Engineer's attention and resolve before any

concrete is placed.

PART 2 - PRODUCTS

2.01 REINFORCING BARS

A. Reinforcing bars must conform to the requirements of Section 52-1.02B of the State of California Department of Transportation Standard Specifications.

2.02 WIRE

A. Reinforcing wire must conform to the requirements of Section 52-1.02D of the State of California Department of Transportation Standard Specifications.

2.03 WELDED WIRE FABRIC

A. Welded wire fabric must conform to the requirements of Section 52-1.02C of the State of California Department of Transportation Standard Specifications.

2.04 MECHANICAL COUPLING DEVICES

A. Mechanical coupling devices must conform to the requirements of Section 52-6 of the State of California Department of Transportation Standard Specifications.

2.05 OTHER MATERIALS

A. All other materials, not specifically described by these specifications but required for complete and proper placement of reinforcement shall be new, first quality of their respective kinds, and subject to the approval of the Engineer.

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS

A. Prior to all work of the section, carefully inspect the installed work of other trades and verify that all work is sufficiently complete to permit the start of work under this section and that the completed work of this section will be in complete accordance with the original design and the reviewed shop drawings. In the event of discrepancy, immediately notify the Engineer in writing.

B. In the event conduits, pipes, inserts, sleeves, or any other items interfere with placing the reinforcement as indicated on the drawings or approved shop drawings, or as otherwise required, immediately notify the Engineer and obtain approval on procedure before placement of reinforcement is started.

3.02 FABRICATION

A. Do not bend or straighten bars in a way that damages the material. Do not use bars with kinks or improper bends.

B. Hooks and bends must comply with the *Building Code Requirements for Structural Concrete* published by ACI.

3.03 PLACING

A. Placing of reinforcement must be in conformance with Section 52-1.03D of the State of California Department of Transportation Standard Specifications.

B. Splicing of reinforcement must be in conformance with Section 52-6 of the State of California Department of Transportation Standard Specifications.

3.04 CLEANING REINFORCEMENT

A. Before concrete is placed, the reinforcement to be embedded must be free of mortar, oil, dirt, excessive mill scale and scabby rust, and other coatings that would destroy or reduce the bond.

3.05 FIELD QUALITY CONTROL

A. Inspection: The Owner's agent will perform the inspections shown on the contract drawings.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The work included under this section consists of furnishing all material, supplies, equipment, tools, transportation, and facilities, and performing all labor and services necessary for, required in connection with or properly incidental to furnishing, and installing cast-in-place concrete work as described in this section of the specifications, shown on the accompanying drawings, or reasonably implied therefrom, except as hereinafter specifically excluded.

B. Concrete and the construction of concrete structures must conform to Section 51 and Section 90 of the State of California Department of Transportation Standard Specifications. In the event of conflicts between the State of California Department of Transportation Standard Specifications and these specifications, the State of California Department of Transportation Standard Specifications shall prevail as directed by the Engineer.

C. Work Included:
1. Design of Concrete Mixes.
2. All concrete and cement finishing; all surface treatment and curing, including non-slip finishes and color work.
3. Installation of all bolts, anchors, cans, sleeves, column anchor bolts, etc., whether furnished under this section or by others (except cans and sleeves required under the Electrical and Mechanical Divisions).
4. The furnishing of all items required to be or shown on the drawings as embedded in concrete, which are not specifically required under other sections.
5. Setting headers and screeds. Curing and protecting concrete.

D. Related Work Specified Elsewhere:
1. Concrete Formwork; Section 03 10 00
2. Reinforcing Steel; Section 03 20 00
3. Structural Steel and Miscellaneous Iron; Section 05 12 00
4. Inserts, sleeves, cans etc. required under Plumbing, Mechanical, and Electrical Divisions 22, 23, and 26 respectively.

1.03 REFERENCE STANDARDS

A. The following is a list of Reference Standards referred to in this portion of the Specification:
1. ASTM C31 " Standard Practice for Making and Curing Concrete Test Specimens in the Field"
2. ASTM C33 "Standard Specification for Concrete Aggregates "

3. ASTM C39 " Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens"
4. ASTM C42 " Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete"
5. ASTM C94 "Standard Specification for Ready Mixed Concrete"
6. ASTM C143 "Standard Test Method for Slump of Hydraulic-Cement Concrete"
7. ASTM C150 "Standard Specification for Portland Cement"
8. ASTM C157 " Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete"
9. ASTM C171 " Standard Specification for Sheet Materials for Curing Concrete"
10. ASTM C172 " Standard Practice for Sampling Freshly Mixed Concrete"
11. ASTM C173 " Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method"
12. ASTM C231 " Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method"
13. ASTM C260 " Standard Specification for Air-Entraining Admixtures for Concrete"
14. ASTM C309 " Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete"
15. ASTM C330 " Standard Specification for Lightweight Aggregates for Structural Concrete"
16. ASTM C494 " Standard Specification for Chemical Admixtures for Concrete"
17. ASTM C618 " Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete"
18. ASTM C881 " Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete"
19. ASTM D1751 “Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

1.04 QUALITY ASSURANCE

A. Codes and Standards: Comply with all Federal, State and Local Codes and Safety Regulations. In addition, comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:
1. State of California Department of Transportation Standard Specifications, current governing edition
2. ASTM C94, "Specifications for Ready Mixed Concrete".
3. ACI 117, Standard Specifications for Tolerances for Concrete Construction and Materials.
4. ACI 121R, Quality Management System for Concrete Construction.
5. ACI 201.2R, Guide to Durable Concrete.
6. ACI 211.1, Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.
7. ACI 214R, Recommended Practice for Evaluation of Strength Test Results in Concrete.
8. ACI 301, Specifications for Structural Concrete.
9. ACI 302.1R, Guide for Concrete Floor and Slab Construction.
10. ACI 304.2R, Placing Concrete by Pumping Methods.
11. ACI 304R, Guide for Measuring, Mixing, Transporting, and Placing Concrete.
12. ACI 305R, Guide to Hot Weather Concreting.
13. ACI 306.1, Standard Specification for Cold Weather Concreting.
14. ACI 308R, Guide to Curing Concrete.
15. ACI 309R, Guide for Consolidation of Concrete.

16. ACI 311.4R, Guide for Concrete Inspection.
17. ACI 318, Building Code Requirements for Structural Concrete.
18. ACI SP-15, Field Reference Manual: Standard Specifications for Structural Concrete with Selected ACI and ASTM References.
19. ACI SP-2, ACI Manual of Concrete Inspection.
20. ACI SP-66, ACI Detailing Manual.
21. California Building Code, current edition.

B. Certificates of Compliance: The Contractor shall provide Certificates of Compliance for concrete materials in accordance with the requirements of Part 1.05, "Submittals", of these specifications. When Certificates of Compliance cannot be provided, laboratory test reports shall be provided in accordance with the requirements of Part 1.05, "Submittal" of these specifications.

C. Engineer's Review: The Engineer will review the mix designs prepared by the testing laboratory hired by the Contractor.

D. Sampling, Testing and Inspection:
   1. General:
      a. All materials and work shall be subject to inspection at the batch plant, and at the building site. Material or workmanship not complying fully with the drawings, and/or specifications will be rejected.
      b. If the Owner's agent, through oversight or otherwise, has accepted material or work which is defective or contrary to specifications, this material or work, regardless of state of completion, may be rejected.
   2. Owner: The Owner shall employ an independent testing laboratory as the Owner's agent to perform the sampling, testing, and inspections shown on the contract drawings, and submit certified test results.
   3. Contractor:
      a. The Contractor shall cooperate with and notify Owner's agent at least 24 hours in advance of inspection required and shall provide samples and facilities for inspection without extra charge.
      b. The Contractor shall hire a professional testing laboratory to provide concrete mix designs for each type of concrete on the job. Each mix design shall be verified by trial batch tests or laboratory test reports and certified to by a principal of the laboratory who is a registered Civil Engineer in the State of California and submitted to the Engineer for review. Laboratory test reports, in order to be acceptable, must demonstrate conformance with Section 90-1.01D(5)(b) of the State of California Department of Transportation Standard Specifications.

1.05 SUBMITTALS

A. General Requirements:
   1. Submittals shall be made to Engineer in accordance with the requirements of Division 1, General Requirements of these specifications.
   2. Construction and fabrications or mixing of materials shall not begin until Contractor has received submittals reviewed by Engineer governing all aspects of the intended work.

B. Mix Designs:
   1. Mix designs shall be submitted for each class of concrete on the job and shall show names and brands of all materials, proportions, slump, strength, gradation of coarse and fine aggregates, certified test data, trial test batch reports, and location to be used on job.
   2. Mix designs for concrete designated by compressive strength shall be

proportioned on the basis of field experience or trial mixtures, as described in ACI 301, and in conformance with Section 51 and Section 90 of the State of California Department of Transportation Standard Specifications.

C. Concrete Placement Schedule: The Contractor shall submit a concrete placement schedule which shall show all proposed construction joint locations, limits of each placement sequence, order of placement and type of joint proposed at each joint location.

D. Product Data: Manufacturer's catalog sheets including instructions for use and description of application shall be provided on each of the following materials:
1. Admixtures
2. Curing Compounds
3. Chemical Hardener
4. Moisture Barriers
5. Waterstops
6. Joint Fillers

E. Shop Drawings:
1. Openings, Sleeves, and Cores: Submit drawings of all openings to be formed, sleeved, cored, or sawcut in cast-in-place elements. Drawings shall indicate size and location of openings, sleeves, or cores.
2. Embedded Items: Submit drawings showing all items to be embedded in concrete elements, including plates, angles, bolts, and any non-structural items, such as pipe and conduit. Drawings shall indicate location, size, orientation, and type of embedded item.

F. Samples: Submit samples of materials as specified and as otherwise required by Engineer, including names, sources and descriptions.

G. Certificates of Compliance:
1. The Contractor shall provide Certificate of Compliance for each type of aggregate, cement and admixture to be used in each class of concrete or a Certificate of Compliance for each class of concrete.
2. Certificates of Compliance shall include the name, source, and description of all materials used in each class of concrete and shall be signed by the concrete supplier certifying that each material item complies with, or exceeds the specified requirements. Certificates of Compliance shall be furnished 60 days in advance of any concrete pours.
3. When Certificates of Compliance cannot be provided, the Contractor shall hire a professional testing laboratory to verify compliance of each type of material to be used in each Class of Concrete. The cost of testing shall be paid for by the Contractor.

H. Laboratory Test Reports:
1. Laboratory test reports shall show the name of testing agency, date of testing, types of tests performed and shall be signed by a principal of the testing agency who is a registered Civil Engineer in the State of California. Laboratory tests shall not be older than twelve (12) months and shall certify that the tested materials meet the specified standards.
2. Laboratory test reports for concrete mix designs shall clearly identify each material or mix number of each mix tested to verify the correlation between the tested mix designs and the proposed mix designs.
3. When required by other portions of these specifications, laboratory test reports shall be submitted for each material to be used in each class of concrete, or for each mix design and shall show compliance with appropriate

ASTM Standards and these specifications.

I. Weight and Batch Tags:
   1. Weight and batch tags will be supplied to the Engineer upon request.

1.06 SEQUENCING AND SCHEDULING

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

B. Do any cutting and patching made necessary by failure or delay in complying with these requirements, at no cost to Owner.

PART 2 - PRODUCTS

2.01 CEMENTITIOUS MATERIALS

A. General
   1. Cementitious materials must conform to Section 90-1.02B of the State of California Department of Transportation Standard Specifications.

B. Portland Cement
   1. Portland cement must conform to Section 90-1.02B(2) of the State of California Department of Transportation Standard Specifications. Use a single, approved standard brand throughout work.

C. Supplementary Cementitious Materials
   1. Supplementary Cementitious Materials must conform to Section 90-1.02B(3) of the State of California Department of Transportation Standard Specifications.

2.02 CONCRETE AGGREGATES

A. Aggregates must conform to Section 90-1.02C of the State of California Department of Transportation Standard Specifications.

B. Coarse Aggregate must conform to Section 90-1.02C(2) of the State of California Department of Transportation Standard Specifications.

C. Fine Aggregate must conform to Section 90-1.02C(3) of the State of California Department of Transportation Standard Specifications.

D. Aggregate Gradation must conform to Section 90-1.02C(4) of the State of California Department of Transportation Standard Specifications.

2.03 WATER

A. Mixing Water for concrete must conform to Section 90-1.02D of the State of California Department of Transportation Standard Specifications.

2.04 NONSHRINK GROUT

A. Nonshrink grout shall be pre-mixed, high strength, flowable grout which does not shrink as it cures. Nonshrink grout shall attain a minimum compressive strength of

5000 psi at 7 days. Subject to compliance with requirements provide one of the following:

a. =

2. Non-Metallic
   a. Masterflow 928; BASF.
   b. Sonogrout 10K; BASF.
   c. Sure-Grip Grout; Dayton Superior Corporation.

2.05 CURING PRODUCTS

A. Liquid membrane curing compounds: Liquid membrane curing compounds must conform to Section 90-1.03B(3)(b) of the State of California Department of Transportation Standard Specifications.

2.06 ADMIXTURES

A. Admixtures must conform to Section 90-1.02E of the State of California Department of Transportation Standard Specifications.

2.07 WATERSTOPS

A. General: Waterstops must conform to Section 51-2.04 of the State of California Department of Transportation Standard Specifications. Provide waterstops at all construction joints and other joints in all foundation walls below grade and where shown on the drawings. Size to suit joints and factory fabricate corners, intersections, and directional changes. The selected waterstop products shall be appropriate for the specific joint condition as specified by the manufacturer, including number of layers of reinforcement, minimum concrete thickness and minimum concrete cover.

B. Materials: Waterstops must conform to Section 51-2.04B of the State of California Department of Transportation Standard Specifications.

2.08 EXPANDED POLYSTYRENE

A. Expanded polystyrene must conform to Section 51-2.01B(1) of the State of California Department of Transportation Standard Specifications.

2.09 PREMOLDED EXPANSION JOINT FILLER

A. Premolded expansion joint filler must conform to ASTM D1751.

2.10 CONCRETE

A. When tested under ASTM C143, the difference in slump values from the slump listed on the concrete mix design must not exceed the values shown in the following table:

Average slump, S (in)	Maximum permissible difference (in)
$S < 4$	1
$4 \leq S \leq 6$	1-1/2
$6 < S \leq 9$	2

B. Drying Shrinkage: Test concrete for bridge decks for shrinkage in accordance with Section 90-1.01D(3) of the State of California Department of Transportation Standard Specifications. The maximum average length change of 3 laboratory cast specimens at 28 days drying must not exceed 0.032%.

2.11 BEARINGS

A. Bearings must conform to Section 51-3.02 of the State of California Department of Transportation Standard Specifications.

2.12 APPROACH SLABS

A. Approach slabs must conform to Section 51-5 of the State of California Department of Transportation Standard Specifications.

2.13 JOINTS

A. Joints must conform to Section 51-2 of the State of California Department of Transportation Standard Specifications.

2.14 MORTAR

A. Mortar pads for railings must conform to Section 51-1.02F of the State of California Department of Transportation Standard Specifications.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

A. Produce concrete of required consistency and strength to present appearance satisfactory to Engineer.

B. Use only one brand of cement unless otherwise authorized by Engineer.

C. Store materials delivered to the job and protect from foreign matter and exposure to any elements which would reduce the properties of the material.

D. Forms must conform to Section 51-1.03C(2) of the State of California Department of Transportation Standard Specifications.

3.02 EMBEDDED ITEMS

A. General: Place all pipe sleeves, inserts, anchors bolts, angle frames, ties and other embedded items required for adjoining work or for its support prior to concreting. Embedded items shall be positioned accurately and supported against displacement.

1. Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete.
2. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached thereto unless directed otherwise by these specifications.
3.
4. Voids in sleeves, inserts and anchor bolt slots shall be filled temporarily with a readily removable material to prevent entry of concrete into the voids.

B. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compacting type screeds.

C. Do not install sleeves in any concrete member except where shown on the structural drawings or approved by the Engineer.

D. Securely fasten embedded plates, angles, anchor rods and other items to be built into the concrete to the formwork or hold in place with templates. Insertion of these items into concrete after concrete placement is prohibited.

3.03 CONDUITS AND PIPES EMBEDDED IN CONCRETE

A. Slabs-on-Grade:
1. No pipe or conduit exceeding 1 inch outside diameter shall be embedded within the specified slab thickness except as specifically detailed.
2. Do not stack or abut pipes, maintain 3 inches minimum clearance.

B. Sleeving and Wrapping:
1. Foundations: Sleeve or wrap all individual pipe penetrations, minimum 1-1/2 inches clear to reinforcing all around.
   a. Sleeves: PVC. Provide 1 inch minimum clear all around O.D. pipe to I.D sleeve, UNO at ends, fill void space with mastic or plastic bituminous cement.
   b. Wrapped Vertical Pipes: Provide 1/8 inch nominal sheet foam with three wraps minimum, UNO.
   c. Wrapped Horizontal Pipes: Provide 1/8 inch nominal sheet foam with eight wraps minimum, UNO.
   d. Underground Fire Lines 4” and Larger: At sleeves provide 2 inch minimum clear all around O.D. pipe to I.D sleeve. At wrapped pipes, provide 1/8 inch nominal sheet foam with sixteen wraps minimum.
2. Slabs or Curbs: Wrap pipes as described above.

C. Space groups of pipes/conduits at least 3 sleeve diameters apart, do not interrupt specified concrete and reinforcement.
1. Provide block-outs as detailed when grouping of pipes/conduits in foundation or other structural member prevents spacing as described. Notify Architect/Engineer for review of any conditions not conforming to details.
2. Center pipe/conduit penetrations in the depth and/or thickness of foundations.
3. Maximum size of pipe/conduit penetrations shall not exceed the least dimension of concrete divided by 3.

D. Provide the following at pipes/conduits detailed to be embedded in a concrete beam, wall or column:
1. Place as near as possible to center of member with reinforcing as specified on each side.
2. Where reinforcing is located near or at center of member, place pipe or conduit 1 inch minimum clear from reinforcing and provide #3 at 12 inches on center perpendicular to the pipe/conduit. Reinforcing to extend 12 inches minimum past pipe/conduit each side.
3. Maintain ¾ inch clear minimum from added reinforcing to face of concrete where not exposed to weather and 1-1/2 inches clear where exposed to weather.
4. Space embedded items (groups of pipe/conduit, junction boxes or other elements) minimum 3 inches apart.

5. Provide reinforcing in walls, beams, columns as detailed for groups of pipe/conduit. Provide minimum replacement reinforcement of same size and number for interrupted or displaced reinforcement for the full height, length, width of the wall, beam, and/or column on each side of the “effective opening.”

3.04 MIXING

A. Mixing of concrete must conform to Section 90-1.02G of the State of California Department of Transportation Standard Specifications.

3.05 WEATHER REQUIREMENTS

A. Do not mix or place when atmospheric temperature is below 40 degrees F. or when conditions indicate temperature will fall below 40 degrees within 72 hours. Reinforcement, forms, and ground which concrete will contact shall be completely free of frost. Keep concrete and formwork at a temperature not less than 50 degrees F. for not less than 72 hours after pouring.

B. When temperature is above 80 degrees F. Contractor shall take precautions to insure that rebar temperature does not exceed ambient temperature.

C. Temperature of concrete at time of placing shall not be less than 50 degrees F. and not more than 85 degrees F.

3.06 CONVEYING AND PLACING

A. Conveying and placing of concrete must conform to Section 51-1.03D of the State of California Department of Transportation Standard Specifications.

3.07 CURING

A. Curing of concrete must conform to Section 51-1.03H of the State of California Department of Transportation Standard Specifications.

3.08 CONCRETE FINISHES

A. Contractor shall be responsible for setting deck elevation control points including all camber allowances not closer together than approximately 8 feet longitudinally and 24 feet transversely from the bridge centerline. Calculate and submit deck elevation control points to the Engineer for review.

B. Concrete finishes must conform to Section 51-1.03F of the State of California Department of Transportation Standard Specifications.

C. The Contractor shall be responsible for testing the surface smoothness of the completed roadway concrete surfaces of structures and approach slabs and the adjacent 50 feet of approach pavement in conformance with California Test 547. Submit the test results to the Engineer for review. If directed by the Engineer, grind and groove those portions of completed deck surfaces and approach slabs so directed. Grinding and grooving must comply with Section 42 of the State of California Department of Transportation Standard Specifications.

D. The Contractor shall be responsible for testing the surface skid resistance of the completed roadway concrete surfaces of structures in conformance with California Test 342. Submit the test results to the Engineer for review. If directed by the

Engineer, grind and groove those portions of completed deck surfaces and approach slabs so directed. Grinding and grooving must comply with Section 42 of the State of California Department of Transportation Standard Specifications.

E. The Contractor shall clean the surface of completed roadway concrete surfaces for the Engineer to measure surface crack intensity after curing and before falsework release. If directed by the Engineer, Contractor shall treat the deck with methacrylate resin under Section 60-3.03B and Section 51-1.01D(3)(b)(iv) of the State of California Department of Transportation Standard Specifications.

3.09 PROTECTION

A. Protect from injurious action of elements and defacement of any nature during operations.

3.10 PATCHING AND CLEANING

A. After forms are removed, remove projecting fins, bottles, form ties, nails, etc. not necessary for the work or cut back one inch from the surface. Joint marks and fins in exposed work shall be smoothed off and cleaned as directed by the Architect.

B. Repair defects in concrete work as directed by the Engineer. Chip voids and stone pockets to a depth of one inch or more as required to remove all loose material. Voids, surface irregularities, chipped areas, etc., shall be filled by patching, gunite or rubbing, as directed by the Architect. Repaired surfaces shall duplicate appearance of unpatched work.

C. Clean exposed concrete surfaces and adjoining work stained by leakage of concrete to approval of Architect.

3.11 CLEANUP

A. In addition to the requirements of Supplementary General Conditions, clean up all concrete and cement work on completion of this portion of the work, except protective coatings or building papers shall remain until floors have completely cured or until interior partitions are to be installed.

3.12 GROUTING

A. Aesthetic Enhancement base plates: The grout shall be mixed and placed in strict accordance with manufacturer's instructions. Care shall be taken in the grouting to ensure that there are no voids or air pockets, and that there is full bearing between the base plates and the grout.

3.13 CONCRETE SURFACE REPAIRS

A. Inspect all concrete surfaces immediately upon formwork removal. Notify Engineer of identified minor defects. Repair all minor defects as directed.

B. Surface and Finish Defects: Repair as directed by the Engineer, at no added expense to the Owner. Repairs include all necessary materials; reinforcement grouts, dry pack, admixtures, epoxy and aggregates to perform required repair.
   1. Repair minor defective surface defects by use of drypack and surface grinding. Specific written approval of Engineer is required. Submit proposed

patching mixture and methods for approval prior to commencing work.

2. Grind high spots, fins or protrusions caused by formwork; Fill-in pour joints, voids, rock pockets, tie holes and other void not impairing structural strength. Provide surfaces flush with surrounding concrete.

3.14 DEFECTIVE CONCRETE

A. Defective Concrete: Concrete not conforming to required compressive strength, lines, details, dimensions, tolerances, finishes or specified requirements; as determined by the Engineer.

B. Repair or replacement of defective concrete will be determined by the Engineer who may order additional testing and inspection at his option. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

C. Specific Defects:

1. "Low-Strength"; Concrete Not Meeting Specified Compressive Strength after 28 days:
   a. In accordance with Section 90-1.01D(5) of the State of California Department of Transportation Standard Specifications.
2. Concrete not meeting the maximum allowable drying shrinkage requirements: Complete removal and replacement of defective concrete, as directed by the Engineer.
3. Excessive Shrinkage, Cracking, Crazing or Curling; Defective Finish: Remove and replace if repair to acceptable condition is not feasible.
4. Lines, Details, Dimensions, Tolerances: Remove and replace if repair to acceptable condition is not feasible.
5. Slab sections not meeting specified tolerances for trueness/flatness or lines/levels: Remove and replace unless otherwise directed by the Engineer.
6. Defective work affecting the strength of the structure or the appearance: Complete removal and replacement of defective concrete, as directed by the Engineer.
7. Concrete in which defective or inadequate reinforcing steel has been placed: Complete removal and replacement of defective concrete, as directed by the Engineer.

3.15 FIELD QUALITY CONTROL

A. Inspections: The Owner's agent will perform inspections shown on the contract drawings.

B. Sampling and Testing: The Owner's agent will perform sampling and testing shown on the contract drawings.

C. Test Results: Test results shall be reported in writing to Engineer and Contractor within 7 days after tests are made. Test results of less than .6 fc' at 7 days and less than fc' at 28 days shall be reported in writing to the Engineer and Contractor within 48 hours after tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing services, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day tests and 28-day tests. Strength level of concrete will be considered satisfactory if the averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below the specified compressive strength by more than 500 psi. Concrete batch plant weight tags shall

be collected at the site and submitted to the Engineer.

When the strength of field-cured cylinders is less than 85% of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing in-place concrete.

D. Additional Tests: The Owner's agent will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Engineer. Owner's agent may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by other methods as directed. Contractor shall pay for such tests conducted, other additional testing as may be required, and cost of repairing areas of structure tested when unacceptable concrete is verified.

END OF SECTION

SECTION 03 30 50

UTILITY CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment, and labor necessary to furnish and place ready-mix cast-in-place concrete, and shall form, mix, place, consolidate, finish, cure, repair and perform all appurtenant work necessary to produce finished concrete complete in place as shown on the Drawings and as specified herein.

1.03 RELATED SECTIONS

A. Section 33 39 00, Precast Concrete Maintenance Holes.

B. Section 32 13 00, Concrete Surface Improvements.

C. Section 03 60 00, Grout

D. Division 1, General Requirements

1.04 REFERENCES

A. Federal Specifications and Standards:
1. PS 1, U.S. Product Standard for Concrete Forms, Class I.
2. PS 20, U.S. Product Standard for American Softwood Lumber.
3. UU-B-790A (Int. Amd.), Building Paper, Vegetable Fiber (Kraft, Waterproofed, Water Repellant and Fire Resistant).

B. State of California, Department of Transportation (Caltrans), Standard Specifications 2023 Edition:
1. Section 51, Concrete Structures.
2. Section 52, Reinforcement.
3. Section 73, Concrete Curbs and Sidewalks.

C. Commercial Standards:
1. ACI 301, Specifications for Structural Concrete for Buildings.
2. ACI 315, Details and Detailing of Concrete Reinforcement.
3. ACI 318, Building Code Requirements for Reinforced Concrete.

4. ACI 347, Recommended Practice for Concrete Formwork.
5. ASTM A 185, Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
6. ASTM A 615, Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
7. ASTM C 31, Practice for Making and Curing Concrete Test Specimens In the Field.
8. ASTM C 33, Specification for Concrete Aggregates.
9. ASTM C 39, Test Method for Compressive Strength of Cylindrical Concrete Specimens.
10. ASTM C 94, Specification for Ready-Mixed Concrete.
11. ASTM C 143, Test Method for Slump of Hydraulic Cement Concrete.
12. ASTM C 150, Specification for Portland Cement.
13. ASTM C 309, Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
14. ASTM C 494, Specification for Chemical Admixtures for Concrete.
15. ASTM C 1077, Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
16. ASTM D 1751, Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
17. AWS D1.4, Structural Welding Code - Reinforcing Steel.
18. CRSI MSP-1, Concrete Reinforcing Steel Institute Manual of Standard Practice.
19. UBC, Uniform Building Code.

1.05 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.

B. Mix Designs: A list of pre-approved ready-mix designs are on file in the Engineer’s office. If the Contractor does not use one of the pre-approved designs prior to beginning the concrete work, the Contractor shall submit to the Engineer, for review, preliminary concrete mix designs which shall show the proportions and gradations of all materials proposed for each class and type of concrete specified herein. Each mix design shall be accompanied by a Certificate of Compliance to these specifications.

C. Delivery Tickets: The Contractor shall provide delivery tickets at the time of delivery of each load of concrete. Each delivery ticket shall be accompanied by batch tickets automatically produced by the batching equipment, indicating quantities of each ingredient. Each delivery ticket shall, in addition, state the mix number, total yield in cubic yards, date and the time of day, to the nearest minute, corresponding to when the batch was loaded, when it was dispatched, when it arrived at the job, and the time that unloading began.

1.06 CONSTRUCTION TOLERANCES

A. The Contractor shall set and maintain concrete forms and perform finishing operations so as to ensure that the completed WORK is within the tolerances shown on the Drawings and as specified herein. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Permissible deviations for cast-in-place concrete structures shall not exceed + 1/4-inch.

PART 2 - PRODUCTS

2.01 FORM AND FALSEWORK MATERIALS

A. Except as otherwise expressly accepted by the Engineer, all lumber brought on the job site for use as forms, shoring, or bracing shall be new material.

B. Materials for concrete forms, formwork and falsework shall conform to the following requirements:
   1. Lumber shall be Douglas Fir or Southern Pine, construction grade or better, in conformance with U.S. Product Standard PS 20.
   2. Plywood for concrete formwork shall be new, waterproof, synthetic resin bonded, exterior type Douglas Fir or Southern Pine plywood manufactured especially for concrete formwork and shall conform to the requirements of PS 1 for Concrete Forms, Class I, and shall be edge sealed.
   3. Form materials shall be metal, wood, plywood, or other approved material that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line, and grade shown. Metal forms shall be an approved type that will accomplish such results.

2.02 FORM TIES

A. Form ties shall be provided with a plastic cone or other suitable means for forming a conical hole to insure that the form tie may be broken off back of the face of the concrete. The maximum diameter of removable cones for rod ties, or of other removable form-tie fasteners having a circular cross-section, shall not exceed 1-1/2 inches; and all such fasteners shall be such as to leave holes of regular shape for reaming. Form Ties shall be Burke Penta-Tie System, Richmond Snap-Tys, or equal.

2.03 REINFORCING STEEL

A. General: All reinforcing steel for all cast-in-place reinforced concrete construction shall conform to the following requirements:
   1. Bar reinforcement shall conform to ASTM A 615 for Grade 60 Billet Steel Reinforcement with supplementary requirement S-1, or as otherwise shown.
   2. Welded wire fabric reinforcement shall conform to ASTM A 185 and the details shown.

B. Accessories:
   1. Accessories shall include all necessary chairs, slab bolsters, concrete blocks, tie wires, dips, supports, spacers and other devices to position reinforcement during concrete placement. Wire bar supports shall be CRSI Class 1 for

maximum protection with a 1/8 inch minimum thickness of plastic coating which extends at least 1/2 inch from the concrete surface. Plastic shall be gray in color.

2. Concrete blocks (dobies), used to support and position reinforcing steel, shall have the same or higher compressive strength as specified for the concrete in which it is located. Wire ties shall be embedded in concrete block bar supports.

2.04 CONCRETE MATERIALS

A. Ready-mix concrete shall conform to the requirements of ASTM C 94.

B. Admixtures: Admixtures shall be used in accordance with manufacturer's printed recommendations.

1. Calcium Chloride: Calcium chloride will not be permitted to be used in concrete, unless specifically approved by the Engineer.

2.05 CURING MATERIALS

A. Materials for curing concrete shall be in conformance with Section 32 13 00, "Concrete Surface Improvements."

2.06 DESIGN

A. Concrete Design Requirements:

1. General: A list of pre-approved ready-mix designs are on file in the Engineer's office. Any other mix design must be approved by the Engineer. Concrete shall be composed of cement, admixtures, aggregates, and water. These materials shall be of the qualities specified. In general, the mix shall be designed to produce a concrete capable of being deposited so as to obtain maximum density and minimum shrinkage and, where deposited in forms, to have good consolidation properties and maximum smoothness of surface. The proportions shall be changed whenever necessary or desirable to meet the required results at no additional cost to the City or County. All changes shall be subject to review by the Engineer.
2. Compressive Strength and Cement Content: The minimum compressive strength and cement content of concrete shall be not less than that specified in the following tabulation.

Class of Concrete Min. 28-Day Compressive Strength (psi)	Caltrans Class	Aggregate Size	Minimum Cement per cu yard (pounds)
3000	2	1 inch x No. 4	590
3000	3	1 inch x No. 4	505

2000	4	1 inch x No. 4	420
3500	1	1 inch x No. 4	675

The Contractor is cautioned that the limiting parameters specified above are NOT a mix design. Additional cement or water reducing agent may be required to achieve workability demanded by the Contractor's construction methods and aggregates. The Contractor is responsible for any costs associated with furnishing concrete with the required workability.

3. Cement: Type II cement is acceptable for all cast-in-place concrete.

2.07 CONSISTENCY

A. The consistency of the concrete in successive batches shall be determined by slump tests in accordance with ASTM C 143. Unless otherwise specified, the slump for all concrete shall be in accordance with the City's Standard Detail G-6.

B. Retempering of concrete will not be permitted.

2.08 MIXING AND TRANSPORTING

A. Mixing and transporting shall be in conformance with Section 32 13 00 "Concrete Surface Improvements" City Standard Specifications. All concrete shall be mixed in mechanically operated mixers.

B. Ready-mixed concrete shall meet the requirements as to materials, batching, mixing, transporting and placing as specified herein and in accordance with ASTM C 94, including the supplementary requirements specified herein.

C. Ready-mixed concrete shall be delivered to the site of the work, and discharge shall be completed within one and one-half hours after the addition of the cement to the aggregates or before the drum has been revolved 250 revolutions, whichever is first.

D. Truck mixers shall be equipped with electrically-actuated counters by which the number of revolutions of the drum or blades may be readily verified. The counter shall be of the resettable, recording type, and shall be mounted in the driver's cab. The counters shall be actuated at the time of starting mixers at mixing speeds.

E. Each batch of concrete shall be mixed in a truck mixer for not less than 70 revolutions of the drum or blades at the rate of rotation designated by the manufacturer of equipment. Additional mixing, if any, shall be at the speed designated by the manufacturer of the equipment as agitating speed. All materials including mixing water shall be in the mixer drum before actuating the revolution counter for determining the number of revolution of mixing.

F. Each batch of ready-mixed concrete delivered at the job site shall be accompanied

by a delivery ticket furnished to the Engineer.

G. The use of non-agitating equipment for transporting ready-mixed concrete will be allowed only with written approval of the Engineer.

PART 3 - EXECUTION

3.01 GENERAL

A. All cast-in-place concrete shall be constructed in accordance with the Drawings.

3.02 GENERAL FORMWORK REQUIREMENTS

A. Forms to confine the concrete and shape it to the required lines shall be used wherever necessary. The Contractor shall assume full responsibility for the adequate design of all forms, and any forms which are unsafe or inadequate in any respect shall promptly be removed from the WORK and replaced at the Contractor's expense. All design, construction, maintenance, preparation and removal of forms shall be in conformance with Section 51-1.05, "Forms," of the Caltrans Standard Specifications; ACI 347; and the requirements specified herein.

B. All forms shall be true in every respect to the required shape and size, shall conform to the established alignment and grade, and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete.

3.03 REINFORCEMENT

A. General: All reinforcing steel, welded wire fabric and other appurtenances shall be fabricated and placed in accordance with the requirements of the Uniform Building Code, the Drawings and the supplementary requirements specified herein.

B. Fabrication:
1. General: Reinforcing steel shall be accurately formed to the dimensions and shapes shown, and the fabricating details shall be prepared in accordance with ACI 315 and ACI 318, except as modified by the Drawings.
2. Bending or Straightening: Reinforcement shall not be straightened or rebent in a manner which will injure the material.

C. Placing:
1. Reinforcing steel shall be accurately positioned as shown, and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections.
2. Tie wires shall be bent away from the forms in order to provide the specified concrete coverage.
3. Unless otherwise specified, reinforcement placing tolerances shall be within the limits specified in Section 7.5 of ACI 318 except where in conflict with the requirements of the Uniform Building Code.

4. The minimum spacing requirements of ACI 318 shall be followed for all reinforcing steel.
5. Welded wire fabric placed over the ground shall be supported on wired concrete blocks (dobies) spaced not more than 3 feet on centers in any direction. The construction practice of placing welded wire fabric on the ground and hooking into place in the freshly placed concrete will not be allowed.

D. Splicing:
1. General: Reinforcement bar splices shall be of the character acceptable to the Engineer.
2. Splices of Reinforcement:
   a. The length of lap for reinforcement bars, unless otherwise shown, shall be in accordance with ACI 318.
   b. Laps of welded wire fabric shall be in accordance with the ACI 318. Adjoining sheets shall be securely tied together with No. 14 tie wire, one tie for each 2 running feet. Wires shall be staggered and tied in such a manner that they cannot slip.

E. Cleaning and Protection:
1. The surfaces of all reinforcing steel and other metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar and other foreign substances immediately before the concrete is placed. Where there is delay in depositing concrete, reinforcing shall be reinspected and, if necessary, recleaned.

3.04 PREPARATION OF SURFACES FOR PLACING CONCRETE

A. General: Earth surfaces shall be thoroughly wetted by sprinkling, prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing concrete thereon. The surface shall be free from standing water, mud and debris at the time of placing concrete.

B. Joints in Concrete: Hardened concrete surfaces upon or against which concrete is to be placed, are defined as construction joints. The surfaces of horizontal joints shall be given a compacted, roughened surface to a minimum 1/4-inch amplitude for good bond. Before new concrete is placed, the joint surfaces shall be cleaned of all laitance, loose or defective concrete and foreign material. Any water shall be removed from the surface of construction joints before the new concrete is placed.

C. Placing Interruptions: Interruptions in placing concrete will not be allowed without the written approval of the Engineer. The Contractor shall submit its purposed method of joint construction to the Engineer for review. When interruption of concrete placement operations has been approved the working face shall be given a shape by the use of forms or other means, that will secure proper union with subsequent work.

D. Embedded Items: All reinforcement, anchor bolts, sleeves, inserts and similar items shall be set and secured in the forms where shown on the Drawings or by shop

drawings and shall be acceptable to the Engineer before any concrete is placed. Accuracy of placement is the responsibility of the Contractor.

E. No concrete shall be placed in any structure until all water entering the space to be filled with concrete has been properly cut off or has been diverted by pipes, or other means, and carried out of the forms, clear of the work. No concrete shall be deposited underwater nor shall the Contractor allow still water to rise on any concrete until the concrete has attained its initial set. Water shall not be permitted to flow over the surface of any concrete in such manner and at such velocity as will injure the surface finish of the concrete. Pumping or other necessary dewatering operations for removing ground water, shall be the responsibility of Contractor.

F. Anchor bolts shall be accurately set and shall be maintained in position by templates while being embedded in concrete.

3.05 PLACING

A. General: Placing of concrete shall conform to the applicable requirements of Section 40-1.03F, “Placing Concrete,” of the Caltrans Standard Specifications and the requirements of this Section.

B. Non-Conforming Work or Materials: All concrete which does not to conform to the requirements of this Section shall be removed from the work.

C. Placement in Wall Forms:
1. Concrete shall not be dropped through reinforcing steel into any deep form. In such cases, hoppers and, if necessary, vertical ducts of canvas, rubber or metal shall be used for placing concrete. In no case shall the free fall of concrete exceed 4 feet below the ends of ducts, chutes or buggies. Concrete in forms shall be deposited in uniform horizontal layers not deeper than 2 feet and care shall be taken to avoid inclined layers. Each layer shall be placed while the previous layer is still soft.
2. The surface of the concrete shall be level whenever a run of concrete is stopped.

D. Temperature of Concrete: The temperature of concrete when it is being placed shall be in conformance with Section 32 13 00 “Concrete Surface Improvements” City Standard Specifications.

3.06 PUMPING OF CONCRETE

A. General: If the pumped concrete does not produce satisfactory end results as determined by the Engineer, the Contractor shall discontinue the pumping operation and proceed with the placing of concrete using conventional methods.

3.07 CONSOLIDATION

A. As concrete is placed in the forms or in excavations, it shall be thoroughly settled and

compacted in general conformance with Section 51-1.09, “Placing Concrete,” of the Caltrans Standard Specifications.

3.08 FINISHING CONCRETE SURFACES

A. General: Exposed surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface.

B. Formed Surfaces: No treatment is required after form removal except for curing, repair of defective concrete and treatment of surface defects.

C. Unformed Surfaces: After proper and adequate vibration and tamping, all exposed un-formed surfaces of pads, slabs and floors, shall be brought to a uniform surface with suitable tools. The finish for all unformed concrete surfaces shall be a soft broom finish.

3.09 CURING

A. General: All exposed concrete top surfaces of pads, shall be cured in conformance with Section 32 13 00, "Concrete Surface Improvements."

3.10 PROTECTION

A. The Contractor shall protect all concrete against injury until final acceptance by the City.

B. Holes left by form-tying and other minor imperfections as defined herein shall be repaired in an approved manner with cement grout in conformance with Section 03 60 00, "Grout."

END OF SECTION

SECTION 03 60 00

GROUT

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment, and labor necessary to furnish and place grout and shall form, mix, place, cure, repair, finish, and do all other work as necessary to produce finished grout as shown on the Drawings and as specified herein.

B. The following types of grout shall be covered in this Section:
1. Non-Shrink Grout: Non-Shrink grout is to be used unless another type is specifically referenced or as shown on the Drawings.
2. Epoxy Grout
3. Cement Grout

C. Cement grout for pressure grouting around steel casing pipes shall be in conformance with Section 33 05 23, “Steel Casing Boring and Jacking.”

1.03 RELATED SECTIONS

A. Section 03 30 50, Utility Cast-In-Place Concrete.

1.04 REFERENCES

A. Specifications, codes, and standards shall be as specified in Section 033050, "Utility Cast-in-Place Concrete," and as referred to herein.

B. Commercial Standards:
1. ASTM C 109, Building Code Requirements for Reinforced Concrete.
2. ASTM C 531, Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, and Monolithic Surfacings.
3. ASTM C 579, Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, and Monolithic Surfacings.
4. ASTM C 827, Test Method for Change in Height of Early Ages of Cylindrical Specimens from Cementitious Mixtures.

5. ASTM D 696, Test Method for Coefficient of Linear Thermal Expansion of Plastics.
6. CRD-C 621, Corps of Engineers Specification for Non-shrink Grout.

1.05 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.

PART 2 - PRODUCTS

2.01 PREPACKAGED GROUTS

A. Non-Shrink Grout
1. Non-shrink grout shall be a prepackaged, inorganic, non-gas-liberating, non-metallic, cement- based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be that recommended by the manufacturer for the particular application.
2. Class A non-shrink grouts shall have a minimum 28-day compressive strength of 5000 psi; shall have no shrinkage (zero percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C 827; and shall have no shrinkage (zero percent) and a maximum of 0.2-percent expansion in the hardened state when tested in accordance with CRD C 621.
3. Class B non-shrink grouts shall have a minimum 28-day compressive strength of 5000 psi and shall meet the requirements of CRD C 621.
4. Application:
   a. Class A non-shrink grout shall be used for the repair of all holes and defects in concrete members which are water bearing or in contact with soil or other fill material, grouting under all equipment base plates, and at all locations where grout is specified; except, for those applications for Class B non-shrink grout and epoxy grout specified herein. Class A non-shrink grout may be used in place of Class B non-shrink grout for all applications.
   b. Class B non-shrink grout shall be used for the repair of all holes and defects in concrete members which are not water-bearing and not in contact with soil or other fill material.

B. Epoxy Grout:
1. Epoxy grout shall be a pourable, non-shrink, 100-percent solids system. The epoxy grout system shall have 3 components: resin, hardener, and specially blended aggregate, all premeasured and prepackaged. The resin component shall not contain any non-reactive diluents. Resins containing butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not

acceptable. Variation of component ratios is not permitted unless specifically recommended by the manufacturer. Manufacturer's instructions shall be printed on each container in which the materials are packaged.

2. The chemical formulation of the epoxy grout shall be that recommended by the manufacturer for the particular application.
3. The mixed epoxy grout system shall have a minimum working life of 45 minutes at 75 degrees F.
4. The epoxy grout shall develop a compressive strength of 5000 psi in 24 hours and 10,000 psi in 7 days when tested in accordance with ASTM C 579, Method B. There shall be no shrinkage (zero percent) and a maximum 4.0 percent expansion when tested in accordance with ASTM C 827.
5. Application: Epoxy grout shall be used to embed all anchor bolts and reinforcing steel required to be set in grout, and for all other specified applications.

2.02 CEMENT GROUT

A. Cement Grout: Cement grout shall be composed of one part cement, 3 parts sand, and the minimum amount of water necessary to obtain the desired consistency. Where needed to match the color of adjacent concrete, white portland cement shall be blended with regular cement as needed. The minimum compressive strength at 28 days shall be 4000 psi.

B. Cement shall be as specified in Section 03 30 50, "Utility Cast-in-Place Concrete."

2.03 CONSISTENCY

A. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is such that the grout is plastic and moldable but will not flow. Where "dry pack" is specified, it shall mean a grout of that consistency; the type of grout to be used shall be as specified herein for the particular application.

2.04 MEASUREMENT OF INGREDIENTS

A. Measurements for cement grout shall be made accurately by volume using appropriate containers. Shovel measurement will not be allowed.

B. Prepackaged grouts shall have ingredients measured by means recommended by the manufacturer.

PART 3 - EXECUTION

3.01 GENERAL

A. All surface preparation, curing, and protection of cement grout shall be as specified in

Section 03 30 50, "Utility Cast-in-Place Concrete." The finish of the grout surface shall match that of the adjacent concrete.

B. The manufacturer of Class A non-shrink grout and epoxy grout shall provide on-site technical assistance upon request.

C. All mixing, surface preparation, handling, placing, consolidation and other means of execution for prepackaged grouts shall be done according to the printed instructions and recommendations of the manufacturer.

3.02 CONSOLIDATION

A. Grout shall be placed in such a manner, for the consistency necessary for each application, so as to assure that the space to be grouted is completely filled.

END OF SECTION

SECTION 05 12 00

STRUCTURAL STEEL AND MISCELLANEOUS IRON

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The work included under this section consists of furnishing all material, supplies, equipment, tools, transportation, and facilities, and performing all labor and services necessary for, required in connection with or properly incidental to furnishing, fabricating, priming, painting, and erecting structural steel and miscellaneous iron complete in place, as described in this section of the specifications, shown on the accompanying drawings, or reasonably implied therefrom, except as hereinafter specifically excluded.

B. Structural steel and miscellaneous iron must conform to Section 75 of the State of California Department of Transportation Standard Specifications. In the event of conflicts between the State of California Department of Transportation Standard Specifications and these specifications, the State of California Department of Transportation Standard Specifications shall prevail as directed by the Engineer.

C. Work Included:
1. Sidewalk Joint Armor
2. Support Brackets for Water and Recycled Water Utilities
3. Furnishing all anchor bolts and base assemblies with nuts and washers.
4. Supervision of the placement of anchor bolt assemblies

D. Related Work Specified Elsewhere:
1. Cast-in-place Concrete; Section 03 30 00
2. Placement of Anchor Bolts, Assemblies, and Embeds; Section 03 30 00

1.03 REFERENCE STANDARDS

A. The following is a list of reference standards referred to in this portion of the specification:
1. ASTM A6, “Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling”
2. ASTM A36, "Specification for Carbon Structural Steel"
3. ASTM A572, “Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel”
4. ASTM A307, "Specification for Carbon Steel Bolts and Studs"
5. ASTM A325, “Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi, 144, ksi, and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength”

6. ASTM A490, “Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi, 144, ksi, and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength”
7. ASTM F1554 “Specification for Anchor Bolts, Steel”
8. SSPC, "Systems and Specifications, Steel Structures Painting Manual Volume 2" by Steel Structures Painting Council.
9. California Building Code, current governing edition

1.04 QUALITY ASSURANCE

A. Codes and Standards: Comply with all Federal, State, and Local codes and safety regulations. In addition, the fabrication, priming, painting, and erection of structural steel shall comply with all the applicable provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:
1. State of California Department of Transportation Standard Specifications, current governing edition.
2. "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings" by the American Institute of Steel Construction, current edition.
3. "Codes of Standard Practice for Steel Buildings and Bridges" by said AISC, current edition.
4. A.W.S. "Structural Welding Code – Steel," D1.1, current edition.
5. "Specifications for Structural Joints using ASTM A325 or A490 bolts," current edition as approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation, and endorsed by the AISC.

B. Qualifications: Welding processes and welding operators shall be qualified in accordance with AWS "Standard Qualification Procedure". Welders to be employed are to provide AWS certification for the type of welding necessary.

C. Mill Certificates: The Contractor shall provide Mill Certificates for structural steel and miscellaneous iron in accordance with the requirements of Part 1.05, "Submittals", of this specification section. When Mill Certificates cannot be provided, laboratory test reports shall be provided in accordance with the requirements of Part 1.05, "Submittals", of this specification section.

D. Sampling, Testing, and Inspection:
1. General:
   a. All materials and work shall be subject to inspection at the mill, the fabricating shop, and at the construction site. Material or workmanship not complying fully with the drawings, and/or specifications will be rejected.
   b. If the inspector, through oversight or otherwise, has accepted material or work which is defective or contrary to specifications, this material or work, regardless of state of completion, may be rejected.
2. Owner:
   a. The Owner shall employ an independent testing agency as the Owner's agent to perform sampling, testing, and inspections as shown on the contact drawings and submit certified test results.
3. Contractor:
   a. The Contractor shall cooperate with and notify Owner's agent at least 48 hours in advance of inspections required and shall supply samples,

test pieces, and facilities for inspection without extra charge.

b. The Contractor shall identify and tag each lot of fabricated steel to be shipped to the site by heat numbers in such a manner that it can be accurately identified at the job site.

c. The Contractor shall remove all unidentified steel received at the site.

1.05 SUBMITTALS

A. General Requirements

1. Submittals shall be made to Engineer in accordance with the requirements of Division 1, General Requirements of these specifications.
2. Construction, and fabrication or ordering of materials shall not begin until Contractor has received submittals reviewed by Engineer governing all aspects of the intended work.

B. Shop Drawings:

1. Shop drawings for steel fabrications shall be submitted for review.
2. Submittals shall include anchor bolt setting plans, erection drawings and fabrication drawings. Information shown on the shop drawings shall include, but not be limited to, the following:
   a. Anchor bolt setting plans shall show layout, anchor bolts sizes and grades, embedment, and template construction.
   b. Erection Drawings shall show layout, marking and position of each member, and field connections.
   c. Fabrication Drawings shall show details of members, including sizes, grades, connections, spacing of bolts and welds, and the limits of paint applications.
3. Partial submittals shall be clearly identified by the Contractor.
4. The omissions from the shop and installation drawings of any materials shown on the Specifications shall not relieve the Contractor of the responsibility of furnishing and installing such materials, even though such drawings may have been returned and reviewed.
5. Shop drawings and calculations for temporary shoring and bracing shall be submitted for review. The shop drawings shall show layout, size of members and connection details. Calculations shall show all stresses in members and connections, from dead, live, and lateral loads in accordance with the requirements of the CBC current governing edition. Shop drawings and calculations for temporary shoring and bracing shall be stamped and signed by a civil or structural engineer registered in the State of California.
6. Contract drawings shall not be reproduced in whole or in part. Contract drawings modified into shop drawings will be returned without review.
7. Revised submittals shall have clear indications of revised or new information. Clouding is an acceptable form of identification.

C. Mill Certificates:

1. The Contractor shall provide Mill Certificates for each grade of steel for each heat to be used on the project.
2. The Contractor shall provide Certificates of Compliance for welding materials and bolts to be used on the project.
3. Mill Certificates shall meet the requirements of AISC 360 and all applicable ASTM standards.
4. Mill Certificates shall be furnished with each lot of material shipped to the site and shall be signed by the Contractor which will serve to certify that all

structural steel materials installed comply with specified requirements.

5. When Mill Certificates cannot be provided, the Contractor shall hire a professional testing laboratory to verify compliance of each type of material to be used and provide laboratory test reports. The cost of testing shall be paid for by the Contractor.

D. Laboratory Test Reports:
   1. Laboratory test reports shall show the name of testing agency, date of testing, types of tests performed and shall be signed by a principal of the testing agency who is a registered civil engineer in the State of California.
   2. When required by other portions of these specifications, laboratory test reports shall be submitted for each type of steel for each heat to show compliance with appropriate ASTM Standards and these specifications.

E. Welding Procedure Specifications:
   1. Welding procedure specifications for all prequalified joints shall be submitted per AWS D1.1, 5.1.2 to the Engineer and reviewed prior to beginning fabrication. Non prequalified joints shall be qualified per AWS requirements.

PART 2 - PRODUCTS

2.01 MATERIAL

A. Materials must comply with the requirements of Section 75-1.02 of the State of California Department of Transportation Standard Specifications.

2.02

2.02 FABRICATION

A. Welding: Welding shall be by operators who are qualified by test as per AWS "Standard Qualification Procedure" to perform type of work required.

B. Galvanize miscellaneous metal materials in conformance with the requirements of Section 75-1.02B of the State of California Department of Transportation Standard Specifications.

C. Straightness (camber and sweep) Tolerance:
   1. Unless otherwise noted, straightness tolerances shall be per ASTM A6.
   2. Sweep tolerance for channels and angles: Maintain a maximum variation of 1/8” times the number of feet of total length divided by 5, unless alternate criteria is approved by the Engineer.

D. Painting:
   1. Priming: Painting under this section is limited to priming.
      a. The prime coat shall be applied in the shop and touched up after erection. Anchor bolts and column assemblies 2 inches and more below finish floor shall be left unpainted. High strength bolted connections shall be left unpainted within 3" of connection.
      b. Paint shall be delivered to shop in original sealed containers marked with manufacturer's name and brand identification.
      c. Use paint as prepared by the manufacturer without thinning or other admixture unless so stated by the manufacturer. Execute painting on a dry clean surface, free from rust, loose scale or grease. Do not do

any painting in temperatures lower than 45 degrees F.

PART 3 - EXECUTION

3.01 WORKMANSHIP

A. The workmanship shall be in accordance with State of California Department of Transportation Standard Specifications and AISC Standard Specifications, and shall be of the highest quality found in contemporary structural work.

B. Shop fabricate to the greatest extent possible.

3.02 ERECTION

A. The Contractor will be responsible to erect structural steel and miscellaneous iron plumb and true to line and grade, in conformance with the AISC Code of Standard Practice.

B. Temporary Bracing and Shoring:
1. The Contractor shall temporarily brace the structural steel and miscellaneous iron in both directions and shall maintain vertical elements plumb until the final connections are complete.
2. The Contractor shall provide such temporary shoring and additional bracing of steel elements as required to adequately and safely support any or all loads imposed upon the structure during construction.
3. Submit shop drawings for temporary bracing and shoring in accordance with the requirements of Part 1.05 "Submittals", of this specification section.

C. Field Painting:
1. After erection, all field welds, field bolts and abraded or scratched surfaces shall be cleaned and given an additional spot coat of the same paint used for the shop coat. The entire work shall be left in a neat, clean and acceptable condition.

3.03 FIELD QUALITY CONTROL

A. Inspections: The Owner's agent will perform the inspections shown in the contract documents.

B. Contractor:
1. The Contractor shall hire the Engineer responsible for the design of temporary bracing and shoring to inspect the work as detailed on the reviewed shop drawings.
2. The Engineer responsible for design, temporary bracing and shoring shall write a letter to the Engineer certifying construction of temporary bracing and shoring is in accordance with the reviewed shop drawings, prior to start of construction requiring temporary bracing or shoring.

END OF SECTION

SECTION 05 50 00

MISCELLANEOUS METALWORK

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide, all materials, labor, and equipment necessary to furnish and install miscellaneous metalwork and appurtenances to make a complete installation as shown on the Drawings and as specified herein.

1.03 RELATED SECTIONS

A. Section 02 21 13 Monuments.

B. Section 33 39 00 Precast Concrete Maintenance Holes and Inlets.

C. Section 09 90 00 Protective Coatings.

D. Section 33 12 00 Miscellaneous Piping, Valve Fittings, and Appurtenances.

E. Section 33 05 26 Piping Identification Systems.

1.04 REFERENCES

A. Federal Specifications:
1. QQ-F-461 C (1) Floor Plate, Steel, Rolled.

B. Commercial Standards:
1. AASHTO Standard Specifications for Highway Bridges.
2. AISC American Institute of Steel Construction - Specifications, Manuals, Technical and Fabricator Publications, Design Guides.
3. AISI American Iron and Steel Institute - Documents.
4. ASTM A 36 Specification for Structural Steel.
5. ASTM A 48 Specification for Gray Iron Castings.
6. ASTM A 53 Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless.
7. ASTM A 123 Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

8.	ASTM A 153	Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
9.	ASTM A 307	Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
10.	ASTM A 563	Specification for Carbon and Alloy Steel Nuts.
11.	ASTM A 575	Specifications for Steel Bars, Carbon, Merchant Quality, M-Grades.
12.	ASTM B 98	Specification for Copper-Silicon Alloy Rod, Bar, and Shapes.
13.	ASTM B 438	Specification for Sintered Bronze Bearings (Oil-Impregnated).
14.	ANSI/AWS D1.1	Structural Welding Code - Steel.
15.	NFPA 101	Life Safety Code.
16.	AWS	American Welding Society Handbook.
17.	ANSI A13.1	Scheme for the Identification of Piping Systems.

1.1 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.

B. Manufacturer's product data sheets shall be submitted for all products and materials proposed to be used under this section.

C. Anchors: Wherever power-driven pins will be utilized for anchorage or support, complete information describing pin capacity, connections, and proposed use locations shall be furnished to the Engineer for review.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Standard: All structural steel shapes, plates, bars, and their products shall conform to the requirements of ASTM A 36.

B. Corrosion Protection: Unless otherwise shown, miscellaneous metalwork of fabricated steel, which will be used in a corrosive environment and/or will be submerged in water/wastewater shall be coated in accordance with Section 09 90 00, "Protective Coating" and shall not be galvanized prior to coating. All other miscellaneous steel metalwork shall be hot-dip galvanized after fabrication as specified herein.

2.02 STORM WATER INLET FRAME AND GRATE

A. Frames and grates for street curb storm water inlets shall be in conformance with Caltrans Standard Plans D77A and D77B and shall be Type 600-13 Welded Steel Grate. Frames shall be heavy duty, boltable, HS-20 traffic loading, designed for bicycle use, and hot dip galvanized after fabrication.

B. Frames and grates for field inlets shall be heavy duty in vehicle traffic areas and light

duty for non-traffic areas. Grate shall be boltable to frame and shall be HS-20 traffic loading for heavy duty grates, designed for bicycle use and hot-dip galvanized after fabrication. Frame and grate shall be Santa Rosa Model 1L, Welded Steel; Christy, U32-71RLD or U32-71RHD; Riveted steel, or equal.

C. Frames and grates or cover plates for field inlets with side openings shall be steel checker plate, light duty, grate or cover plate shall be bolted to frame, hot dipped galvanized after fabrication.

2.03 IRON CASTINGS

A. Iron castings shall conform to the requirements of ASTM A 48 unless otherwise shown.

B. Maintenance hole frame and covers shall be in conformance with Section 33 39 00, “Precast Concrete Maintenance Holes and Inlets.”

C. Monument frames and covers shall be in conformance with Section 02 21 13, “Monuments.”

D. Water frames and valve covers shall be in conformance with Section 33 12 00, “Miscellaneous Piping, Valves, Fittings and Appurtenances”

E. New frames and covers for utility structures owned by other agencies shall be in conformance with the appropriate agency’s requirements.

2.04 SEAT ANGLES, SUPPORTS AND GUIDES

A. Seat angle supports, guides, and accessories shall be steel and of a size as shown, and hot-dip galvanized after fabrication.

2.05 BOLTS AND ANCHORS

A. Bolts and Nuts
1. Standard Service Bolts and Nuts: Except where otherwise shown or specified, all bolts, anchor bolts, nuts and washers, and cap screws shall be steel, galvanized after fabrication as specified herein. Threads on galvanized bolts and nuts shall be formed with suitable taps and dies such that they retain their normal clearance after hot-dip galvanizing. Except as otherwise specified herein, steel for bolts, anchor bolts, nuts and washers, and cap screws shall be in accordance with the requirements of ASTM A 307 Grade A or B, or threaded parts in conformance with the requirements of ASTM A 36.
2. Where required on the Drawings, stainless steel bolts, nuts, and washers shall be provided. Stainless steel bolts, and washers shall be Type 316 stainless steel, ungalvanized.
3. Fire Hydrant bolts and nuts shall be in conformance with Section 331219, “Fire Hydrants.”

B. Buried Tie Rods: Buried tie rods and anchor bolts, and bolts for valve anchor blocks and pipeline thrust restraints shall be of Type 304 stainless steel.

C. Bolt Requirements:
1. The bolt and nut material shall be free-cutting steel.
2. The nuts shall be capable of developing the full strength of the bolts. Threads shall be Coarse Thread Series conforming to the requirements of the American Standard for Screw Threads. All bolts and cap screws shall have hexagon heads and nuts shall be Heavy Hexagon Series.
3. The length of all bolts shall be such that after joints are made up, each bolt shall extend through the entire nut, but in no case more than 1/2 inch beyond the nut.

D. Expanding-Type Anchors: Expanding-type anchors if shown or permitted, shall be steel expansion type Phillips Drill Company "Red Head" anchors, McCullock Industries "Kwick- Bolt," or equal. Lead calking anchors will not be allowed. Size shall be as shown. Expansion type anchors shall be galvanized steel. Submerged anchors shall be stainless steel, Type 316.

PART 3 - EXECUTION

3.01 FABRICATION AND INSTALLATION REQUIREMENTS

A. Fabrication and Erection: Except as otherwise shown, the fabrication and erection of structural steel shall conform to the requirements of the American Institute of Steel Construction "Manual of Steel Construction.

B. Welding:
1. Method: All welding shall be by the metal-arc method or gas-shielded arc method as described in the American Welding Society's "Welding Handbook" as supplemented by other pertinent standards of the AWS. Qualification of welders shall be in accordance with the AWS Standards governing same. No field weld shall be allowed.
2. Quality: In assembly and during welding, the component parts shall be adequately clamped, supported and restrained to minimize distortion and for control of dimensions. Weld reinforcement shall be as specified by the AWS Code. Upon completion of welding, all weld splatter, flux, slag, and burrs left by attachments shall be removed. Welds shall be repaired to produce a workmanlike appearance, with uniform weld contours and dimensions. All sharp corners of material which is to be painted or coated shall be ground to a minimum of 1/32 inch on the flat.

3.02 GALVANIZING

A. All structural steel plates shapes, bars and fabricated assemblies required to be galvanized shall, after the steel has been thoroughly cleaned of rust and scale, be galvanized in accordance with the requirements of ASTM A 123. Any galvanized part that becomes warped during the galvanizing operation shall be straightened. Bolts,

anchor bolts, nuts and similar threaded fasteners, after being properly cleaned, shall be galvanized in accordance with the requirements of ASTM A 153. Field repairs to galvanizing shall be made using "Galvinox," "Galvo-Weld," or equal.

3.03 EXPANDING-TYPE ANCHORS

A. Drilled anchors shall be installed in strict accordance with the manufacturer's printed instructions. Holes shall be roughened with a brush on a power drill, cleaned and dry. Drilled anchors shall not be installed until the concrete has reached the specified 28-day compressive strength.

3.04 PIPING IDENTIFICATION

A. All water system items shall be identified in conformance with Section 330526, "Piping Identification Systems."

END OF SECTION

SECTION 09 90 00

CORROSION PROTECTION

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment and labor necessary to furnish and install the corrosion protection of all potable and recycled water lines, but not necessarily limited to, all surface preparation, pretreatment, coating application, touch-up of factory-coated surfaces, protection of surfaces not to be coated, cleanup, and all appurtenant work, complete in place, as specified herein.

B. The Contractor shall be responsible for compliance with EPA and DHS regulations for all products and materials, and use of all products and materials.

1.03 RELATED SECTIONS

A. NOT USED

1.04 REFERENCES

A. Commercial Standards:

1. ANSI/AWWA C105 Standard for Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids.
2. ASTM C 309 Specification for Liquid Membrane - Forming Compounds for Curing Concrete.
3. AWWA C550 Standard for Protective Epoxy Interior Coatings for Valves and Hydrants.
4. NACE National Association of Corrosion Engineers.
5. NSF National Sanitation Foundation.

1.05 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section

PART 2 - PRODUCTS

2.01 GENERAL

A. Corrosion protection shall meet the requirements of these specifications and the special provisions and/or drawings. Where corrosion protection requirements for ferrous metal directly buried has not been specifically required on the plans or specified in detail, a mastic or tape coating shall be applied per manufacturer's recommendation. The determination of the type of coating to be applied in each instance shall be made by the City Engineer. Ferrous metal items to be protected shall include, but not be limited to, valves, fittings, service lines, reinforcing steel anchor rods, flexible couplings, bolts, and nuts, flanges, saddles, tapping sleeves, hydrant buries, and plugged end and blowoff assemblies. Mastic and tape coated ferrous metal shall also be protected with polywrap. All copper and brass parts (for example: water service lines) shall be isolated from contact with steel and cast iron mains by installation of an insulating bushing, coupling, union or flange. Copper piping or any copper or brass part shall not be permitted to contact steel or cast iron pipe at any point. If contact is unavoidable, the copper or brass part shall be mastic or tape coated. All cast iron, steel or other ferrous metal shall be insulated from any concrete structure, such as footings, anchor blocks, encasements or structure walls using mastic, tape coating or other specified coating system extending 6 inches beyond the concrete. All coatings shall be continuous and unbroken, pinhole and holiday free (continuous internal lining through the joint). Apply protective coatings over a properly prepared surface.

2.02 COATING SYSTEMS

A. Plastic Coating: This protective coating is a coal tar synthetic resin solvent release, cold applied coating.

B. Tape Coating: Tape coating shall be Protecto Wrap No. 200, 46 millmeter thickness applied with Protecto Wrap No. 1170 primer, or approved equal.

C. Polywrap: Polyethylene protective wrapping shall be 8 millimeter thick sheets.

D. Modified Resin Protective Coating System: This protective coating shall be either a combination of phenolic resins modified with a small quantity of liquid alkaline cured epoxy resin or an amine cured epoxy resin both containing the proper amounts of plasticizers, solvents and inert pigments. Coating shall be a high build type such as Plasite #7122 as manufactured by Wisconsin Protective Coating Company, Green Bay, Wisconsin; Amercoat #64/1603 as manufactured by Amercoat Corp., South Gate, California; Macor 447 M High Build, manufactured by Magna Corp., Santa Fe Springs, California; Scotchkote No. 302 as manufactured by Minnesota Mining & Manufacturing Co., or approved equal.

Certification of applicator: The contractor shall submit proof to the City Engineer that the applicator is currently certified by the coating manufacturer to be competent and proficient in the preparation and application of the coating to be used.

E. Coal Tar Epoxy Coating System: This coating system is a cold-applied catalyzed-epoxy coating modified by combining coal tar pitch with the epoxy resin, plus solvents

and pigments.

The coating material shall be "Target" (manufactured by Pittsburgh Coke and Chemical Company) or approved equal.

F. Fusion Epoxy Coating System: This lining and coating material shall be 100% dry powder epoxy resin as manufactured by Minnesota Mining & Manufacturing Co., "Scotchkote #103, #105, or #202"; Michigan Chrome and Chemical Co., "Micron #651"; or approved equal.

G. Anode stations shall be completely furnished and installed at the locations and in the manner shown on the drawings. The Contractor shall submit to the Engineer for approval details of the terminal installation. Magnesium anodes shall be of the size and type indicated on the drawings.

PART 3 - EXECUTION

A. Plastic Coating: The mastic coating may be applied with spray equipment or by hand with brush or rubber gloves. A two coat system shall be applied. The metal surfaces shall first be cleaned of all loose scale, dirt and other foreign matter. No primer is required before application. Each coat shall be applied to produce a minimum wet film thickness of 15 millimeter. with a minimum of two hours allowed between application of coatings. The second coat shall be allowed to dry a minimum of three hours before the backfilling operation begins.

B. Tape Coating: Apply tape coating over a clean surface (no loose rust, scale, dirt, oil or grease). Apply two layers, each layer lapped 1/2 inch, or half lapped if the tape is less than one inch wide. Apply the tape immediately on the wet primer and pull tight enough to conform to the surface being coated.

C. Polywrap: The material shall be wrapped completely and the edges shall extend 6" beyond area to be protected. The edges shall be secured with 8 mil. thick, one inch wide Scotchwrap as manufactured by Minnesota Mining and Manufacturing Co., or approved equal.

D. Modified Resin Protective Coating System: Application methods shall be as recommended by manufacturer.

E. Coal Tar Epoxy Coating System: Application and testing methods shall be as recommended by manufacturer.

F. Fusion Epoxy Coating System: Application and testing methods shall be as recommended by manufacturer.

G. Electrolysis Control: Standard Electrolysis Test Stations shall be installed in accordance with City of Milpitas Standard Drawing No. 750. Test stations shall be installed at locations shown on the drawings or as directed by the Engineer. The color coding of the wires and the method to be used to terminate the test leads above

ground shall be as shown on the Standard Drawing. The distance between the points of connection shall be measured to the nearest one foot and recorded.

Insulating couplings shall be installed as detailed on the drawings. The preparation of the pipe, and of the replacement coating shall be as herein before specified. The insulating coupling shall be completely and thoroughly coated with the same coating system as the pipe.

Bonding of joints shall be as shown on the drawings. Electrical continuity tests shall be made between each standard electrolysis test station installation. Should the test indicate an open circuit or an unusually high resistance, the Contractor shall rebind the necessary joints until the circuit is continuous and the high resistance is lowered to acceptable values and approved by the Engineer.

Coating Repair: Removal and replacement of the coating shall be done so as to leave the pipe after restoration of the coating in the same condition as before the removal of the coating. The coating will be removed in sufficient quantity to permit the attachment of the wire from the test or anode station. After the test lead is bonded to the cylinder, the void remaining after the coating removal shall be restored to the satisfaction of the Engineer.

Anode stations shall be installed at the locations and in the manner shown on the drawings. Care shall be taken during backfilling operations to protect anode and pipe terminal cables from damage and breakage.

END OF SECTION

SECTION 09 91 14

EXTERIOR PAINTING

PART 1 - GENERAL

1.1 Includes general specifications for furnishing paint used for highway construction.

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Surface preparation and application of paint systems on exterior substrates. the following exterior substrates:

a. Steel and iron.

1.3 DEFINITIONS

A. Paint Containers must be:

1. New
2. Round
3. No more than 6 gallons in capacity
4. Standard full open head with bails
5. Nonreactive with contents
6. Equipped with compatible gaskets
7. Free of bungholes in the lids
8. Labeled with:
   8.1 State Specification number if described
   8.2 Manufacturer's name, product number, and batch number
   8.3 Date of manufacture
   8.4 Precautions required by 8 CA Code of Regs §§ 1501–1756 and §§ 3200–3206 concerning the handling and application of paint

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include preparation requirements and application instructions.
2. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
3. Indicate VOC content.

B. Sustainable Design Submittals

C. Samples: For each type of topcoat product.

D. Samples for Initial Selection: For each type of topcoat product.

E. Samples for Verification: For each type of paint system and each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches (200 mm) square.
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

F. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in the Exterior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system.

a. Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

B. Paint must.

1. Be manufactured ready for application. Do not add materials such as thinners after manufacture
2. Be homogenous and free of contaminants.
3. Be smooth. Settled pigment must be soft and easily dispersed before using.
4. Retain the properties that affect its application, adhesion, and curing for at least 1 year after the date of manufacture.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. The Sherwin Williams Company, Protective and Merine Coatings.

B. Products: Zinc-rich primer must be on the Authorized Material List for inorganic and organic zinc-rich primers

C. Exterior-grade latex paint must be recommended by the manufacturer of the zinc-rich primer.

Exterior-grade latex paint: must comply with SSPC-Paint 24. No visible color change in the finish coat must occur when tested for 800 hours under ASTM D4587, test cycle 2.

The vehicle must be an acrylic or modified acrylic copolymer with a minimum of necessary additives.

2.2 PAINT PRODUCTS

A. Corothane I Galvapac, 1K Zinc Primer

B. Substitutions are not allowed.

C. Colors: As selected by Architect and indicated in the Construction documents

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

C. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in Manual, applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.

3.3 INSTALLATION

A. Apply paints in accordance with manufacturer's written instructions and recommendations.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Paint All Sides of the material

B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written instructions, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written instructions.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
3. Allow empty paint cans to dry before disposal.
4. Collect waste paint by type and deliver to recycling or collection facility.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Steel and Iron Substrates: ELECTRICAL BASE CHASE (All Sides)

a. Primer Coat: Zinc-Rich Prime Coat, 1 Coat

b. Finish Coat: Exterior Grade Latex, 2 Coats of Bay Leaf Paint Color DEA171, Dunn-Edwards Paints

END OF SECTION

SECTION 09 96 11

HIGH-PERFORMANCE COATING

PART 1 - GENERAL

1.1 Shop-applied, baked enamel, fluoropolymer coating system for finishing of decorative metal components for Aesthetic Enhancement Assemblies, as indicated in the Contract Drawings.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.3 SUMMARY

A. Section includes surface preparation and application of high-performance coating systems on the following substrates:

1. Exterior Substrates:

a. Steel.

B. Related Requirements:

1. N/A

1.4 ACTION SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 Submittal Procedures

B. Product Data: For each type of product, including finishing materials.

C. Samples for Initial Selection: For products involving selection of color, texture, or design including mechanical finishes.

1. Submit manufacturer’s complete set of color samples for initial selection.

D. Samples for Verification: For each type of exposed finish.

1. Submit four 6 inch by 6 inch samples illustrating color, gloss, and texture for each color selected and each material to be coated.

E. Certificates: Certify formulations being provided meet or exceed specified requirements of this section.

F. Test and Evaluation Reports: Submit reports indicating conformance with physical properties specified and requirements of AAMA 2605.

G. INFORMATIONAL SUBMITTALS

1. Qualification Data: For Manufacturer and applicator.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.6 REFERENCE STANDARDS

A. American Architectural Manufacturers Association (AAMA).

(a) AAMA 2605 Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings

B. ASTM International (ASTM)

(a) ASTM B117 – Practice for Operating Salt Spray (Fog) Apparatus

(b) ASTM B244 – Standard Test Method for Measurement of Thickness of Anodic Coatings on Aluminum and Of Other Nonconductive Coatings on Nonmagnetic Basis Metals with Eddy-Current Instruments.

(c) ASTM D523 – Standard Test Method for Specular Gloss.

(d) ASTM D968 – Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive.

(e) ASTM D1308 - Standard Test Method for Effect of Household Chemicals on Clear and Pigmented Organic Finishes.

(f)ASTM D1400 – Standard Test Method for Nondestructive Measurement of Dry Film Thickness of Nonconductive Coatings Applied to a Nonferrous Metal Base.

(g) ASTM D 1654 – Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.

(h) ASTM D2244 – Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.

(i) ASTM D3363 – Standard Test Method for Film Hardness by Pencil Test.

(j) ASTM D4214 – Test Methods for Evaluation Degree of Chalking of Exterior Paint Films.

1.7 QUALITY ASSURANCE

A. Mockups: Apply mockups of each coating system indicated to verify preliminary selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each coating system.

    a. Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

    a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

5. Manufacturer Qualifications: A company specializing in the manufacture of coatings specified in this section that is a licensee of the resin manufacturer.

6. Applicator Qualifications: A company specializing in the application of coating specified in this section in adherence to AAMA 2605 and is approved by the coating manufacturer.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Store materials in a well-ventilated area, protected from weather, moisture, soiling, abrasion, extreme temperatures, and humidity.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.9 FIELD CONDITIONS

A. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

C. Do not apply exterior coatings in snow, rain, fog, or mist.

1.10 WARRANTY

A. Coating Applicator's Warranty: Applicator agrees to repair of replaced coated items that demonstrate deterioration of shop-applied, spray coating system finished within warranty period indicated.

1. Exposed Coating: Deterioration includes but is not limited to:

(a) Color fading in excess of 5 Delta E Hunter units per ASTM D 2244.

(b) Peeling, checking, or cracking of coating adhesion to metal.

(c) Chalking in excess of a No. 8 when tested per Method D 4214.

(d) Corrosion of substrate in excess of a No. 6 on cut edges and a No. 9 on field surfaces, when measured per ASTM D1654.

2. Warranty Period: 10 years from date of substantial completion.

1.11 AESTHETIC WORKSHOP

A. Refer to Section 12 00 00 Aesthetic Enhancement Assemblies for pre-bid inspection.

B. The Contractor shall coordinate with the Aesthetic Enhancement Architect on Record (AEAOR), to schedule a preconstruction workshop. This workshop is to establish the application and layout colors, base colors and fog coat blending for those pieces receiving aesthetic enhancements. (Workshop#1)

C. The pre-construction workshop shall be led by the AEAOR. Contractors will perform the work under the supervision of the AEAOR.

D. The AEAOR will determine if the work is satisfactory and that it complies with Section 01 45 00 Quality Requirements. The workshop will ensure that the aesthetic look is achieved through proper application, layout and blending. Workshop classes for additional staff can be arranged directly with the City or the AEAOR.

E. Location shall be provided by the Contractor in conjunction with their Paint Sub contractor. The location shall be capable of accommodating up to 4 members from the AE team.

F. Workshops shall be video recorded and provided to the AE Architect on Record. (AEAOR).

1.12 SUSTAINABILITY REQUIREMENTS

A. Comply with Section 01 35 15 Sustainability Requirements including those related to finish material pollution control for finishes and coatings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Vendors:

Cardinal Paint
13229 Potrero Ave
S. El Monte, CA
www.cardinalpaint.com

3. Or approved equal.

2.2 PRIMER MATERIALS

A. General: Epoxy polyester hybrid powder coating, semi-gloss smooth.

B. Color: Anti-gassing primer gray.

C. Material: Cardinal H304-GR312 or approved equal.

D. Cured Film Properties:

ALL TESTS WERE PERFORMED AT A FILM THICKNESS OF:	2.5 to 3.5 mils	
TEST	**METHOD**	**RANGE**
GLOSS @ 60 DEGREES:	D523	40% +/-5%
DIRECT IMPACT (INCH LBS.):	D2794	140 in.lbs.
INDIRECT IMPACT (INCH LBS.):	D2794	140 in.lbs.
PENCIL HARDNESS:	D3363	2H
CROSS HATCH ADHESION:	D3359B	4B
FLEXIBILITY (CONICAL MANDREL):	D1737/D522	100%

E. Application: applied by electrostatic spray, on steel and galvanized steel. Most powders can be reclaimed, sieved and recycled, if proper housekeeping is maintained.

F. Pretreatment: The substrate pretreatment prior to powder coating is a critical factor in developing maximum corrosion resistance and maximizing the life time of the product.

C.R.S. (Iron phosphate):	2 to 5 stages depending upon soil level, and quality desired.
C.R.S. (Zinc phosphate):	5 to 9 stages depending upon soil level, and quality desired.
Galvanized steel (Zinc phosphate):	5 to 7 stages depending on soil level, and quality desired. Galvanized steel must be degassed at 5 degrees above cure temperature to minimize gassing.
Aluminum (Chromate):	5 stage system is normally needed.
Aluminum (phosphate):	5 stage system is normally needed.

Figure 1 Pretreatment

2.3 FINISHING

A. General: High-solids aliphatic two-component polyurethane coating, suitable for exterior metal. Finishing shall be available in a full selection of colors and excellent chemical and solvent resistance, and low VOCs.

B. Material: Cardinal 6400 / 340HP series or approved equal in the specific product.

C. Gloss: Very high gloss.

D. Application:

1. Refer to Section 2.4 herein for finishing workshop.

2. After preparing the surface, thoroughly mix component 1 before adding catalyst. Mix only the amount of material needed. The base to catalyst proportion must be measured accurately, by volume only, to obtain optimum film properties. Do not use reducers that contain water or alcohol; these react with the catalyst and can cause a variety of problems.

3. Be aware of spray-able pot life.

4. Brushing, rolling and dipping are not recommended.

E. Application Conditions:

1. Temperature – Apply coating within 55-100 F.

2. Relative Humidity – Not recommended to apply in conditions greater than 85%.

3. Substrate temperature – 50 above the dew point and a minimum of 550 F.

F. Cured Film Properties

1. Baked for a factory-cured finish but can get to full strength by air dry.

2. Cured Film Properties:

Testing conducted on 6409-10 gloss white catalyzed with 340HP at 1.5 mils DFT (Dry Film Thickness) over 20 gauge Bonderite 1000® test panels, cured 30 minutes at 180°F and air dried 14 days.

TEST	METHOD	PARAMETERS	RESULT
Adhesion	ASTM D3359	Cross-hatch tape	0% failure
Impact:	ASTM D2794	Direct Reverse	130 in. lbs. 60 in. lbs
Flexibility:	ASTM D1737	1/8" mandrel	No cracking
Hardness	ASTM D3363	Pencil	H - 2H
Abrasion	ASTM D4060	CS-17 wheels, 1 kg, 1000 cycles	Less than 100 mg loss
Humidity	ASTM D2247	168 hrs	No effect
Salt Spray	ASTM B117	1000 hrs 95°, 5% salt solution	Less than 3/16" creep - along scribe, otherwise, no effect
UV Light	ASTM G53	1000 hrs	90.3% gloss retention
Solvent Resistance	ASTM D4752	MEK 100 rubs IPA 200 rubs	No effect No effect
Chemical & Stain Resistance	ASTM D1308 30 min. spot A: No effect B: Slight dulling C: Moderate effect D: Discolored & softened	A – 0.1N HCl, 30 wt. motor oil, ammonia, butyl carbitol, butyl cellosolve, Cascade®, Clorox®, Coca Cola®, coffee, diethyl ether, Drano®, Fantastic®, fiber pen ink, floor stripper, gasoline, IPA, Ivory® Liquid, lanolin lotion, lemon juice, Snap®, Spic & Span®, tap water, vegetable oil, water base ink, WD-40®. B – ball point pen ink, carbon disulfide, correction fluid, Freon TF®, MEK, nail polish. C – chloroform. D – solvent base ink.	

Figure 2 Curing Properties Table

2.4 BRIDGE SPAN PANELS

A. Primer: Powder Coat

B. Color Coat: Polyurethane

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions applicable to substrates and coating systems indicated.

B. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

C. Steel Substrates: Remove rust, loose mill scale, and shop primer if any.

1. Clean using methods recommended in writing by manufacturer.

D. Mechanically clean and chemically pretreat fabricated items in accordance with the coating manufacturer’s requirements and AAMA requirements for the finish indicated.

3.3 APPLICATION

A. Apply high-performance coatings in accordance with manufacturer's written instructions and for the finish indicated.

3.4 CLEANING AND PROTECTION

A. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

B. Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.

C. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

D. Unless otherwise indicated, clean metals by washing thoroughly with clean water and soap, rinsing with clean water, and drying with soft cloths.

E. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint and paint exposed areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

F. Protect finishes of decorative metal from damage during construction period with temporary protective coverings approved by decorative metal fabricator. Remove protective covering at time of Substantial Completion.

G. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

3.5 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

A. Steel Substrates: Main Panel (Tines) and Ridge Lines only

a. Primer Coat: Powder Coated, semi Gloos Smooth.
b. Topcoat: Baked Enamel, High Solids aliphatic polyurethane coating, very high gloss.

END OF SECTION

SECTION 11 12 43

REMOVABLE BOLLARD

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. All work for furnishing and installing removable bollards. Work includes furnishing and constructing removable bollard, including excavation, concrete, drain rock, bollard, bollard cap, reflective sheeting and foundation.

1.03 RELATED SECTIONS

A. NOT USED

1.04 REFERENCES

A. NOT USED

1.05 CONTRACTOR SUBMITTALS

A. Submit manufacturer's product data sheets.

PART 2 - PRODUCTS

2.01 BOLLARDS

A. Bollard must be a 4" diameter round steel pipe and lockable. The locking mechanism shall be breakaway.

B. Concrete for foundation must be Minor Concrete conforming to section 90-2 of the Caltrans Standard Specifications.

C. Reflective sheeting must be alternating orange and white 3M Scotchlite Reflective Sheeting, High Intensity Grade, or approved equal.

D. Aggregate base must Class 2, 1 ½" maximum and conform to section 26 of the Standard Specifications.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Construct removable bollard as shown on the plans and as directed by the Engineer.

END OF SECTION

SECTION 12 00 00

AESTHETIC ENHANCEMENT ASSEMBLIES

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The work included under this section consists of furnishing all material, supplies, equipment, tools, transportation, and facilities, and performing all labor and services necessary for, required in connection with or properly incidental to furnishing, fabricating, priming, painting, and erecting aesthetic enhancement mockups and final assemblies complete in place, as described in this section of the specifications, shown on the accompanying drawings, or reasonably implied therefrom, except as hereinafter specifically excluded.

B. Work Included:
- Aesthetic Enhancement Assemblies

C. Related Work Specified Elsewhere:
- Cast-in-place Concrete; Section 03 30 00
- Placement of Anchor Bolts, Assemblies, and Embeds; Section 05 12 00
- High-Performance Coatings; Section 09 96 11.
- Lighting System; Section 26 60 01

1.03 REFERENCE STANDARDS

A. The following is a list of reference standards referred to in this portion of the specification:
- ASTM A6, “Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling”
- ASTM A572, “Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel”
- ASTM A307, "Specification for Carbon Steel Bolts and Studs"

1.04 QUALITY ASSURANCE

A. Codes and Standards: Comply with all Federal, State, and Local codes and safety regulations. In addition, the fabrication, priming, painting, and erection of aesthetic enhancement assemblies shall comply with all the applicable provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:
- State of California Department of Transportation Standard Specifications, current governing edition.
- "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings" by the American Institute of Steel Construction, current edition.

- "Code of Standard Practice for Structural Steel Buildings and Bridges" by said AISC, current edition.
- A.W.S. "Structural Welding Code – Steel," D1.1, current edition.

B. Qualifications: Welding processes and welding operators shall be qualified in accordance with AWS "Standard Qualification Procedure". Welders to be employed are to provide AWS certification for the type of welding necessary.

C. Fabricator/Installer Qualifications: Fabricator and Installer of Aesthetic Enhancement Assemblies shall be an experienced fabricator of custom architectural metalwork having completed a minimum of two previous projects similar in nature, size, and extent to this Project; and being familiar with special requirements indicated. A list of potential Fabricators/Installers with relevant experience on similar scopes of work is provided for reference. It is the Contractor's sole responsibility to verify that the selected Fabricator/Installer meets the minimum qualification requirements specified in the Contract Documents.

- Steel Fabricator/Installer
  1. F&F Steel and Stairway, Inc.
     George Castro george.fandfsteel@gmail.com, (408) 592-4889

  2. Big Valley Metals
     kara@bvmetals.com, 916.439.5056

  3. Monterey Structural Steel
     Ken@mysteelfab.com, 831.768.1277

- Glazing
  1. Cline Glass Contractors, Inc.
     Tom Cline tomcline@garlic.com, (510) 490-4400 or (408) 710-4847

D. Mill Certificates: The Contractor shall provide Mill Certificates for materials for aesthetic enhancement assemblies in accordance with the requirements of Part 1.05, "Submittals", of this specification section. When Mill Certificates cannot be provided, laboratory test reports shall be provided in accordance with the requirements of Part 1.05, "Submittals", of this specification section.

E. Sampling, Testing, and Inspection:
- General:
  a. All materials and work shall be subject to inspection at the mill, the fabricating shop, and at the construction site. Material or workmanship not complying fully with the drawings, and/or specifications will be rejected.
  b. If the inspector, through oversight or otherwise, has accepted material or work which is defective or contrary to specifications, this material or work, regardless of state of completion, may be rejected.
- Owner:
  a. The Owner shall employ an independent testing agency as the Owner's agent to perform sampling, testing, and inspections as shown on the contact drawings and submit certified test results.
- Contractor:
  a. The Contractor shall cooperate with and notify Owner's agent at least 48 hours in advance of inspections required and shall supply samples,

test pieces, and facilities for inspection without extra charge.

b. The Contractor shall identify and tag each lot of fabricated aesthetic enhancement assemblies to be shipped to the site by heat numbers in such a manner that it can be accurately identified at the job site.

c. The Contractor shall remove all unidentified steel received at the site.

1.05 SUBMITTALS

A. General Requirements

- Submittals shall be made to Architect/Engineer in accordance with the requirements of Division 1, General Requirements of these specifications.
- Construction, and fabrication or ordering of materials shall not begin until Contractor has received submittals reviewed by Architect/Engineer governing all aspects of the intended work.

B. Qualification Data: For fabricator/installer of Aesthetic Enhancement Assemblies.

C. Stage 1 Shop Drawings (Mockup):

- Shop drawings for aesthetic enhancement assembly Mockup shall be submitted for review.
- Submittals shall include anchor bolt setting plans, erection drawings and fabrication drawings. Information shown on the shop drawings shall include, but not be limited to, the following:
  a. Anchor bolt setting plans shall show layout, anchor bolts sizes and grades, embedment, and template construction.
  b. Erection Drawings shall show layout, marking and position of each member, and field connections.
  c. Fabrication Drawings shall show details of members, including sizes, grades, connections, spacing of bolts and welds, and the limits of paint applications.
- Partial submittals shall be clearly identified by the Contractor.
- The omissions from the shop and installation drawings of any materials shown on the Specifications shall not relieve the Contractor of the responsibility of furnishing and installing such materials, even though such drawings may have been returned and reviewed.
- Contract drawings shall not be reproduced in whole or in part. Contract drawings modified into shop drawings will be returned without review.
- Revised submittals shall have clear indications of revised or new information. Clouding is an acceptable form of identification.

D. Stage 2 Shop Drawings (Final Assemblies):

- Shop drawings for final aesthetic enhancement assemblies shall be submitted for review. Stage 2 Shop Drawings shall reflect Architect's comments on approved Mockup.
- Submittals shall include anchor bolt setting plans, erection drawings and fabrication drawings. Information shown on the shop drawings shall include, but not be limited to, the following:
  a. Anchor bolt setting plans shall show layout, anchor bolts sizes and grades, embedment, and template construction.
  b. Erection Drawings shall show layout, marking and position of each member, and field connections.
  c. Fabrication Drawings shall show details of members, including sizes, grades, connections, spacing of bolts and welds, and the limits of paint

applications.

- Partial submittals shall be clearly identified by the Contractor.
- The omissions from the shop and installation drawings of any materials shown on the Specifications shall not relieve the Contractor of the responsibility of furnishing and installing such materials, even though such drawings may have been returned and reviewed.
- Contract drawings shall not be reproduced in whole or in part. Contract drawings modified into shop drawings will be returned without review.

E. Revised submittals shall have clear indications of revised or new information. Clouding is an acceptable form of identification.

F. Mill Certificates:

- The Contractor shall provide Mill Certificates for each grade of steel for each heat to be used on the project.
- The Contractor shall provide Certificates of Compliance for welding materials and bolts to be used on the project.
- Mill Certificates shall meet the requirements of AISC 360 and all applicable ASTM standards.
- Mill Certificates shall be furnished with each lot of material shipped to the site and shall be signed by the Contractor which will serve to certify that all aesthetic enhancement assembly materials installed comply with specified requirements.
- When Mill Certificates cannot be provided, the Contractor shall hire a professional testing laboratory to verify compliance of each type of material to be used and provide laboratory test reports. The cost of testing shall be paid for by the Contractor.

G. Laboratory Test Reports:

- Laboratory test reports shall show the name of testing agency, date of testing, types of tests performed and shall be signed by a principal of the testing agency who is a registered civil engineer in the State of California.
- When required by other portions of these specifications, laboratory test reports shall be submitted for each type of steel for each heat to show compliance with appropriate ASTM Standards and these specifications.

H. Welding Procedure Specifications:

- Welding procedure specifications for all prequalified joints shall be submitted per AWS D1.1, 5.1.2 to the Engineer and reviewed prior to beginning fabrication. Non prequalified joints shall be qualified per AWS requirements.

1.06 DEFINITIONS

A. Architecturally Exposed Structural Steel: Structural steel designated as "architecturally exposed structural steel" or "AESS" in the Contract Documents.

- Provide “AESS” as follows: Aesthetic Enhancement Assemblies.

1.07 MOCKUPS

A. Mockups: Build mockups to verify selections, process and final assembly made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.

- Build mockups as indicated on Drawings and as per approved Stage 1 Shop Drawings.
- Process for constructing Mockup and Architectural Approval shall follow Workplan in Part 3.06 of this Section.
- Obtain approval of Mockup prior to completing Stage 2 Shop Drawings. Stage 2 Shop Drawings shall reflect Architect's comments on Mockup.
- Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

PART 2 - PRODUCTS

2.01 MATERIAL

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes

B. Stainless Steel: Sheet, Strip, Plate, and Flat Bar: ASTM A666 or ASTM A240/A240M, Type 316L.
- Directional Satin Finish: ASTM A480/A480M, No. 4.

C. Stainless Steel Fasteners: Type 316L stainless steel fasteners.
- Castings: ASTM A743/A743M, Grade CF 8M or Grade CF 3M.

D. Structural Steel Channels: Shall be new and shall conform to the requirements of ASTM A572.

E. Structural Steel Plate: Shall be new and shall conform to the requirements of ASTM A572, Grade A36.

F. Arc-welding Electrodes: Arc-welding electrodes shall be E70 series electrodes. Electrodes shall be as recommended by their manufacturers for the positions and conditions of actual use.

G. Bolts: Bolts shall conform to ASTM A307.

H. Nuts for bolts shall conform to ASTM A563 Grade A. Finish shall match bolt.

I. Washers shall be flat circular, rectangular or square beveled washers and shall conform to ASTM F436 Type 1. Finish shall match nut.

J. Glass: Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear), Class 1 and low-iron clear, or Class 2 (tinted) as indicated, Quality-Q3.

2.02 FABRICATION

A. Welding: Welding shall be by operators who are qualified by test as per AWS "Standard Qualification Procedure" to perform type of work required.

B. Bolting: All bolted connections shall be bearing type connections unless otherwise noted on the plans.

C. Bolts, washers and nuts exposed to weather shall be hot dipped galvanized steel in

compliance with ASTM A153 or stainless steel.

D. Straightness (camber and sweep) Tolerance:
- Unless otherwise noted, straightness tolerances shall be per ASTM A6.
- Sweep tolerance for channels and angles: Maintain a maximum variation of 1/8” times the number of feet of total length divided by 5, unless alternate criteria is approved by the Engineer.

PART 3 - EXECUTION

3.01 WORKMANSHIP

A. The workmanship shall be in accordance with AISC Standard Specifications, and shall be of the highest quality found in contemporary architectural work.

B. Shop fabricate to the greatest extent possible.

C. All exposed gaps or bolt holes resulting from installation of erection bolts shall be filled and ground smooth. Erection bolts shall be removed after welding. Exposed ends of pipes and hollow sections shall be sealed with a cap plate and ground smooth unless noted otherwise on the architectural drawings.

D. For Architecturally Exposed Structural Steel (AESS) shop fabricate and assemble AESS to the maximum extent possible. Locate field joints at concealed locations if possible. Detail assemblies to minimize handling and to expedite erection. Handle and fabricate AESS with special care including the following:
- Fabricate with exposed surfaces smooth, square, and free of surface blemishes including pitting, rust, scale, and roughness.
- Grind sheared, punched, and flame-cut edges of AESS to remove burrs and provide smooth surfaces and edges.
- Fabricate AESS with exposed surfaces free of mill marks, including rolled trade names and stamped or raised identification.
- Fabricate AESS with exposed surfaces free of seams to maximum extent possible.
- Remove blemishes by filling or grinding or by welding and grinding, before cleaning, treating, and shop priming.
- Fabricate with piece marks fully hidden in the completed structure or made with media that permits full removal after erection.
- Fabricate AESS to the tolerances specified in AISC 303 Section 10.2 for steel that is designated AESS.
- Seal-weld open ends of hollow structural sections with 5/16-inch closure plates for AESS.
- Ease exposed edges to a radius of approximately 1/32 inch radius, unless otherwise shown on the drawings. Miter exposed corner joints and machine fit to a hairline joint.
- Coping and Blocking Tolerance: Maintain a uniform gap of 1/8”+/- 1/32” at all copes and blocks.
- Joint gap Tolerance: Maintain a uniform gap of 1/8”+/- 1/32”.
- Straightness (camber and sweep) Tolerance: Maintain one half the standard camber and sweep tolerances for rolled shapes in ASTM A6, per AISC 303 Section 10.2.2.

3.02 ERECTION

A. The Contractor will be responsible to erect the complete aesthetic enhancement assembly plumb and true to line and grade, in conformance with the AISC Code of Standard Practice.

B. Erect Aesthetic Enhancement assemblies according to the process laid out in the Workplan in Part 3.06.
- Per Workplan, assembly shall be disassembled for Painting.
- Finish metal components per Section 09 96 11 High Performance Coatings.
- Install Lighting System per Section 26 60 01 Lighting System.

3.03 FIELD QUALITY CONTROL

A. Inspections: The Owner's agent will perform the inspections shown in the contract documents.

3.04 CLEANING

A. Clean stainless steel by washing thoroughly with water and soap, rinsing with clean water, and wiping dry.

B. Clean and polish glass as recommended in writing by manufacturer. Wash both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion.

3.05 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

3.06 WORKPLAN (next page)

END OF SECTION

SECTION 26 50 00

STREET LIGHTING

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. References.

B. Submittals Include.

C. Regulatory Requirements.

D. Labeling.

E. Electroliers

F. Conduit

G. Factory Acceptance Testing.

H. Installation.

I. Installation Verification Tests.

J. Testing and Commissioning.

1.03 RELATED SECTIONS

A. NOT USED

1.04 REFERENCES

A. Illuminating Engineering Society (IES):
1. IES Lighting Applications Standards Collection.
2. IES Lighting Measurements and testing Standards Collection.
3. IES Lighting Practice Standards Collection.
4. IES Lighting Roadway and Parking Facilities Standards Collection.
5. IES LM-79, Approved Method: Optical and Electrical Measurements of Solid-State Lighting Products.

6. IES LM-80, Approved Method: Measuring Luminous Flux and Color Maintenance of LED Light Packages, Arrays, and Modules.
7. IES TM-15, Luminaire Classification System for Outdoor Luminaires.

B. Institute of Electrical and Electronics Engineers (IEEE):
1. IEEE C62.41, Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.

C. National Electrical Contractors Association (NECA):
1. NECA 505, Standard for Installing and Maintaining High Mast, Roadway, and Area Lighting.

D. American Society for Testing and Materials International (ASTM):
1. ASTM A36/A36M, Standard Specification for Carbon Structural Steel.
2. ASTM A123/A123M, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
3. ASTM A572/A572M, Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
4. ASTM A1008/A1008M, Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable.
5. ASTM F1554, Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.

E. Underwriters Laboratories (UL):
1. UL 94,Tests for Flammability of Plastic Materials for Parts in Devices and Appliances.
2. UL 496, Lampholders.
3. UL 508, Standard for Industrial Control Equipment.
4. UL 773, Standard for Plug-In, Locking Type Photocontrols for Use with Area Lighting.
5. UL 1598, Luminaires.
6. UL 8750, Standard for Light Emitting Diode (LED) Equipment for Use in Lighting Products.

F. American National Standards Institute (ANSI):
1. ANSI C136, Series Standards for Roadway and Area Lighting Equipment
2. ANSI C82.77-5, American National Standard for Lighting Equipment - Voltage Surge Requirements
3. ANSI C136.31, Roadway and Area Lighting Equipment – Luminaire Vibration

1.05 CONTRACTOR SUBMITTALS

A. Submit product data including the following:
1. Catalog sheets and specifications.
2. Ratings, configurations, wiring diagrams, dimensions, service conditions, options and features.

B. Submit Shop Drawings including the following:
   1. Single-line, schematic, block, and wiring diagrams.
   2. Equipment layout of lighting system components.
   3. Plan view details and component topologies.
   4. Luminaire marking and labeling.

C. Installation procedures: Include tools and materials list, mounting templates, and dimensions.

D. Submit test reports including the following:
   1. Certified test reports of factory and field tests performed.
   2. Acceptance testing documentation in accordance with the California Energy Code.
   3. Luminaire vibration tests per ANSI 136.31
   4. Certified field test reports of field tests, verifying electrical continuity of the lighting systems and grounding in accordance with specification requirements and applicable IES Sections LM-79, LM-80, and TM-21.
   5. Testing and commission plan and procedures for Lighting System.

E. Manufacturer's certificates: Include certificates proving products meet or exceed specified requirements.
   1. Sequence of operation.
   2. Preventive maintenance procedure.
   3. Troubleshooting guide for common issues.

1.06 REGULATORY REQUIREMENTS

A. Code of Federal Regulations (CFR):
   1. CFR, Title 47, Telecommunication.

B. California Code of Regulations (CCR):
   1. CCR Title 8, Industrial Relations.
   2. CCR Title 22, Social Security.
   3. CCR Title 24, Part 2, California Building Code (CBC).
   4. CCR Title 24, Part 3, California Electrical Code (CEC).
   5. CCR Title 24, Part 6, California Energy Code.
   6. CCR Title 24, Part 11, California Green Buildings Standards Code (CALGreen).

C. California Division of Occupational Safety and Health Administration (Cal/OSHA).

PART 2 - PRODUCTS

2.01 ELECTROLIERS

A. Luminaires: LUMEC GPLS-48L530NW-G2-R3M

B. Light Poles: Provide poles in accordance with City of Milpitas Standard Drawing No.

442.

C. The electroliers shall be complete with luminaire and lamp, wired for connection and service.

D. The poles shall be 25’ with a 4’ arm.

E. Install Cellular CT Node on Luminaire: LLC7812/00 CT Node NEMA5 ACLV P US4VF LG

2.02 CONDUIT

A. The conduit for underground circuit shall be rigid PVC, Electric Plastic Conduit (EPC) Schedule 40 or approved equal. Conduit constructed under roadway shall be rigid galvanized steel with bonded 40 mil (nom.) P.Y.C. exterior coating or approved equal and shall be at a minimum depth of thirty (30”) inches.

2.03 FACTORY ACCEPTANCE TESTS

A. The lighting fixture to be tested must be typical of the unit it represents, clean, free from mechanical defects, equipped with the proper fittings, and with the lamp of the size and type in the position recommended for service operation.

B. Test UL-listed material, equipment, and components in accordance with UL standards. Test material, equipment, and components not covered by UL standards in accordance with nationally recognized standards. Provide material, equipment, and components bearing a label tag or certification of such inspection.

C. Perform and report tests for photometric performance in accordance with the approved methods outlined in the IES Lighting Handbook, and include data on candlepower, distribution, zonal lumens, maximum luminance values, and luminaire efficiency, including complete coefficients of utilization tables to indicate compliance with performance requirements.

D. Test data must be reported on 8-1/2 by 11-inch sheets and must be certified by a nationally recognized independent testing laboratory.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install street lighting in accordance with the plans, City of Milpitas Standard Drawing No. 441 and 442, and in conformance with Section 86 of the Caltrans Standard Specifications except as herein modified.

3.02 INSTALLATION VERIFICATION TESTS

A. Inspect luminaries, lamps, and associated hardware before and after installation to

ensure that they are of the quality and type specified and shown in the Final Design, and are free of defects and damage.

B. Deliver luminaries and lighting equipment to the Jobsite complete with related items, and completely wired and assembled.

C. Whenever practical, test lighting systems at the same time as the distribution panelboard or switchboard.

D. Replace lamps that fail within 90 Days after Final Acceptance without additional cost to the City.

E. Test light poles for continuity to the grounding system.

F. Inspect lighting fixtures, light poles, and lighting control equipment for correct labelling.

3.03 TESTING AND COMMISSIONING

A. Contractor shall test and commission installed system per testing and commissioning procedures.

END OF SECTION

SECTION 26 60 01
AESTHETIC ENHANCEMENT LIGHTING SYSTEM

1.1 SUMMARY

A. This section provides requirements for specialty lighting systems and controls for the aesthetic enhancements assemblies as indicated in the Contract Drawings.

1.2 SECTION INCLUDES

A. Lighting fixtures

B. Control system

1.3 GENERAL

A. Integration of the Lighting Systems is the responsibility of the Lighting Control Systems Contractor.

B. Electrical Contractor, shall work install all facility and building not included in the Aesthetic Enhancement Assemblies, as indicated in the Contract Drawings.

C. The Electrical Contractor shall notify the City or its Representative of any provision herein that is in conflict with local or national codes and an addendum shall be issued to correct the specification. Local or national code will take precedence.

1.4 LC CONTRACTOR AND EC CONTRACTOR RESPONSIBILITIES:

A. Electrical Contractor and Systems Integrator (Lighting Contractor) shall guarantee all materials and workmanship related to the electrical installation for a minimum period of one year from the date at which the City accepts the finished project. Any defects in the materials or workmanship during this guaranteed period shall be corrected by the EC Contractor at no additional cost to the City.

B. Coordinate LC Contractor requirements and EC Contractor requirements as specified in the Contract Drawings.

1.5 SEQUENCING

A. Ensure that locating templates and other information required for installation of products of this section are furnished to affected trades in time to prevent interruption of construction progress.

B. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.6 MAINTENANCE

A. The manufacturer shall make available to the owner new parts, upgrades, and/or replacements available for a minimum of 5 years following installation.

PART 2 -- PRODUCTS

2.1 SUSTAINABILITY REQUIREMENTS

A. Coordinate requirements with and Section 01 35 15 Sustainability Requirements finish material pollution control.

2.2 MATERIALS

A. ACCLAIM Lighting Pixel Graze Series PGA-211-APLN, 3” X 12” X 4”

1. Surface mount LED lighting source, 435 delivered lumens per foot, Spectrum Technology.

Manufacturer	Acclaim Lighting
Catalog	-
Total Watts	30
Voltage	120
Mounting	Surface
Weight	2.8 Lbs.
Dimensions	3” x 12” x 4”
Rating	IP66, wet location
Listing	ETL, CE Listed or approved equivalent.
Source	

Color	RGBW w/ Spectrum Technology
Max. Fixtures in Series	25’ w/ individual pixel control
Total Lumens	436 per foot RGBW
Control	DMX + RDM
Mounting	Non-adjustable & 30 degree swivel mount inlcuded

2. Power Supply:

Power Consumption	30 W.
Operation Voltage	100-277 VAC, 50/60 Hz
Catalog No.	108-000073-00
Type	Masking Shiel
Lumen Maintenance	L70 @ 150,000 Hrs.
Finish.	AnodizedBrushed Aluminum
Housing Material	Aluminum, Glass Lens

3. Contractor to provide and install lighting in location shown in plans or recommend alternate location, to be approved by the Architect or system integrator,

4. Contractor to field verify mounting conditions and provide all hardware necessary to complete installation. Refer to the plans, equipment schedule and specifications for additional accessories and mounting requirements.

PART 3 -- EXECUTION

3.1 INSTALLATION

A. Installation Procedures and Verification

1. Contractors shall review all required installation and pre-startup procedures with the manufacturer's representative through pre-construction meetings.

2. LC Contractor shall install and connect the lighting control system components according to the manufacturer's installation instructions, wiring diagrams, the project submittals and plans and specifications.

3. Contractors shall be responsible for testing of all low voltage network cable included in the bid. Bidder is responsible for verification of the following minimum parameters:

   (a) Wire Map (continuity, pin termination, shorts and open connections, etc.)

   (b) Length

   (c) Insertion Loss

B. Documentation and Deliverables

1. The installing Contractor shall be responsible for documenting installed location of all devices and luminaires. This includes responsibility to provide as-built plan drawing showing device addresses corresponding to locations of installed equipment.

2. The installing contractor is also responsible for the following additional documentation to the manufacturer's representative if visualization / graphical floorplan software is provided as part of bid package:

   (a) floor plan drawings showing wired network control zones outlined, in addition to device address locations required above. All documentation shall remain legible when reproducing\scanning drawing files for electronic submission.

   (b) Electrical lighting drawings in PDF and CAD format.

3.2 SYSTEM STARTUP

A. Upon completion of installation by the installer, including completion of all required verification and documentation required by the manufacturer, the system shall be started up and programmed by an authorized representative of the manufacturer/vendor.

B. System start-up and programming shall include:

1. Verifying operational to all system devices.

2. Programming the devices into functional control zones to meet the required operation.

3. Programming and verifying all sequence of operations.

4. Customization of City's software interfaces and applications if applicable.

C. Initial start-up and programming are to occur on-site. Additional programming may occur on-site or remotely over the Internet if necessary.

3.3 PROJECT TURNOVER

A. System Documentation

1. Submit software database file with desired device labels and notes completed.

B. Owner Training

1. Provisions for onsite training for owner and designated attendees to be included in submittal package.

END OF SECTION

SECTION 31 00 00

EARTHWORK

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment and labor necessary to furnish and construct the roadway subgrade and all appurtenant work, complete in place, as shown on the Drawings and as specified herein.

B. Work Covered in this Section
1. Site Clearing, Grubbing and Stripping.
2. Preparation for Fill Material.
3. Roadway Excavation.
4. Roadway Grading and Compaction.

1.03 RELATED SECTIONS

A. Section 02 10 00, Selective Demolition.

B. Section 31 23 00, Utility Earthwork.

C. Division 1, General Requirements.

1.04 REFERENCES

A. State of California, Department of Transportation (Caltrans), Standard Specifications 2023 Edition:
1. Section 17-2, Clearing and Grubbing.
2. Section 19, Earthwork.

B. Uniform Building Code

C. Commercial Standards:
1. ASTM C 117, Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing.
2. ASTM C 136, Method for Sieve Analysis of Fine and Course Aggregates.
3. ASTM D 1556, Test Method for Density of Soil in Place by the Sand-Cone Method.

4. ASTM D 1557, Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in. (457-mm) Drop.
5. ASTM D 2844, Test Method for Resistance R-Value and Expansion Pressure of Compacted Soils.
6. ASTM D 2922, Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
7. ASTM D 3017, Test Method for Water Content of Soil and Rock in Place By Nuclear Methods (Shallow Depth).
8. ASTM D 4318, Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.05 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided for all products and martials proposed to be used under this Section.

1.06 QUALITY ASSURANCE

A. All soils testing will be done by a testing laboratory of the City's choice and at the City's expense, except as otherwise specified in this Section.

B. Where soil material is required to be compacted to a percentage of relative compaction, the maximum density at optimum moisture content will be determined in conformance with ASTM D 1557. Field density in-place and moisture content tests will be performed in conformance with ASTM D 2922 and ASTM D 3017, respectively, or by such other means acceptable to the Engineer.

C. If the tested materials show non-compliance with the required relative compaction, the Contractor shall accomplish such remedy as may be required to insure compliance.

D. The City will pay the cost of the first test and one re-test. Subsequent re-testing after the first re-test to show compliance shall be at the Contractor's expense.

E. The Contractor shall notify the Engineer at least 48 hours prior to performing any site clearing, grubbing, or stripping.

F. Finish subgrade at any point shall not vary more than 0.1-foot above or below the subgrade shown on the Drawings.

1.07 PROJECT CONDITIONS

A. Material for embankments, where required, shall consist of suitable excavated material if available, or such imported fill material as may be required conforming to the requirements of this Section and the appurtenant soils report.

B. The Contractor shall be solely responsible for the maintenance of the graded surface at all times including implementing all erosion control measures as shown on the

drawings during the winter months.

C. The Contractor shall be solely responsible for provision of adequate site drainage at all times as shown on the grading and erosion control plans during the course of the WORK.

PART 2 - PRODUCTS

2.01 SUITABLE FILL MATERIAL

A. Import fill material shall consist of inert granular soil and rock fragments and shall conform to the requirements of the appurtenant soils report.

B. All fill material, import or native, shall be free of organic materials, trash and debris, moderately to highly expansive clays, or any other deleterious materials, and shall be subject to the approval of the Engineer.

C. In addition to the soils report requirements, the top 2 feet of import fill material below the subgrade for the roadway shall conform to the following requirements:
1. Fill material shall conform to the following as determined by ASTM C 117 and ASTM C 136:
   a. Maximum particle size - 3 inches
   b. Percent passing 1-inch sieve - 90-100 percent
   c. Percent passing No. 200 sieve - less than 20 percent
2. Plasticity Index for acceptable import fill materials shall be a maximum of 15 when determined by the procedure set forth in ASTM D 4318.
3. The liquid limit shall not exceed 40 percent as determined by the procedures set forth in ASTM D 4318.
4. Import fill material shall have an R-value of 25 or greater as determined by ASTM D 2844.

D. The Contractor shall submit to the Engineer at least 10 working days prior to use on the site its proposed source of import fill material along with a soils report and Certification from the designated source that the proposed source materials conform to this Section.

E. All suitable native fill material containing clods or hard lumps of earth over 6 inches in the greatest dimension shall be broken up before compaction. All suitable native fill material consisting of large rocky material or hard lumps, such as hardpan or cemented gravel which cannot be broken readily, shall be well distributed in the lower portions throughout the earthwork.

PART 3 - EXECUTION

3.01 SITE CLEARING, GRUBBING AND STRIPPING

A. Clearing and grubbing shall conform to Section 17-2, "Clearing and Grubbing," of the Caltrans Standard Specifications and this Section.

B. Unless otherwise shown on the Drawings, clearing and grubbing shall be performed within the entire street right-of-way area. No burning of material will be allowed.

C. The site shall be stripped and cleared of all vegetation, debris and organic-laden top soil as required by the appurtenant soils report. The stripped material shall be removed from the site or stockpiled for landscaping purposes if allowed by the appurtenant soils report. This material shall not be used as import fill.

D. No clearing or grubbing of the site can take place until any environmental review associated with the project, if any, has been completed and approved by the appropriate agencies.

3.02 PREPARATION FOR FILL MATERIAL

A. Prior to placing import fill material, all areas to receive fill shall be scarified and compacted. Unless otherwise stated in the appurtenant soils report, the area shall be scarified to a minimum of 8 inches, material shall be moisture conditioned by wetting or drying to a range of 2 percent to 5 percent over optimum moisture content, and compacted to a density of not less than 90 percent relative compaction in conformance with ASTM D 1557.

3.03 ROADWAY GRADING AND COMPACTION

A. Roadway grading shall consist of grading the site to the lines and grades called for on the Drawings. Roadway grading, placing and compacting shall conform to Section 19-5, "Compaction" and Section 19-6, "Embankment Construction," of the Caltrans Standard Specifications and as modified by this Section.

B. Damage to underlying native soils caused by the Contractor’s operations shall be repaired and re-compacted under the supervision of and to the satisfaction of the Engineer at no additional cost to the City.

C. Material for roadway fill shall be placed in lifts or horizontal layers not exceeding 8 inches in un- compacted thickness. Unless otherwise specified in the appurtenant soils report, material shall be moisture conditioned by wetting or drying as specified in Section 3.2 above, and compacted to a density of not less than 90 percent relative compaction in conformance with ASTM D 1557. In addition, in fill areas the upper 2 feet below street subgrade for the width of the traveled way shall be compacted to a density of not less than 95 percent relative compaction in conformance with ASTM D 1557.

D. Final preparation of subgrade shall be in conformance with PART 3 - EXECUTION of Section 32 10 00, "Asphalt Pavement, Base and Surface Treatments."

3.04 ROADWAY EXCAVATION

A. Roadway excavation shall conform to Section 19-1, "General" and Section 19-2, "Roadway Excavation" of the Caltrans Standard Specifications, except the reference

to Section 19-5, "Compaction," is deleted, and except that Section 19-1.03B, "Unsuitable Material," is modified as follows:

1. When directed by the Engineer, the Contractor shall excavate the unstable or unsuitable underlying material to the depth determined by the appurtenant soils report.

3.05 UNDERGROUND STRUCTURES

A. Where abandoned underground structures and pipelines are encountered in the street areas, remove to sufficient depth to allow underground lines to cross, backfill and compact during rough grading. The Engineer may require further work to be done if visual inspection indicates during construction.

3.06 DISPOSAL OF EXCESS EXCAVATED MATERIAL

A. The Contractor shall remove and dispose of all excess excavated material to a suitable site. All testing required for legal disposal of excess materials shall be conducted by the Contractor at the Contractor’s expense. The proper and legal disposal shall be the responsibility of the Contractor. If the material is tested and found to be hazardous and requires disposal in a Class 1 or Class 2 landfill then the Contractor’s price and contract time shall be adjusted as per the General Conditions.

END OF SECTION

SECTION 31 13 00

SELECTIVE TREE AND VEGETATION TRIMMING AND REMOVAL

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment and labor necessary to perform the selective tree and vegetation trimming and all appurtenant work, complete in place, as shown on the Drawings and as specified herein.

B. Work Specified in this Section:
1. Verification of trees and vegetation to be trimmed with Landscape Architect.
2. Trimming of trees and other vegetation in the street right of way.
3. Removal of trees and other vegetation as approved by the Landscape Architect.
4. Removal of cuttings and clean-up of the jobsite.

1.03 RELATED SECTIONS

A. Division 1, General Requirements.

1.04 REFERENCES

A. State of California, Department of Transportation (Caltrans), Standard Specifications 2024 Edition:
1. Section 12 , Temporary Traffic Control.

B. Commercial Standards:
1. CAL-OSHA Standards.
2. ANSI Regulations.

1.05 CONTRACTOR SUBMITTALS

A. The Contractor shall submit copies of the supervising arborist's certification from the Western Chapter of the International Society of Arboriculture to the Engineer prior to performing the WORK.

B. The Contractor shall submit copies of required resident notifications to the Engineer for review prior to distribution. The Contractor shall follow up each notification and

parking restriction posting with submittal to the Engineer of a signed affidavit confirming time and date of each notification or posting.

1.06 QUALITY ASSURANCE

A. All trimming work shall be performed under the direct supervision of and in conformance with the recommendations of an arborist certified by the Western Chapter of the International Society of Arboriculture and the City of Milpitas Ordinance 201.5, Section 7.

1.07 QUALITY CONTROL

A. The Contractor shall be held responsible for any damage to trees, vegetation, or private property caused by its construction operations or trees that die after improper pruning or trimming. At the City's option, the Contractor shall be assessed for the value of the damage to the trees, vegetation or private property based upon the International Society of Arboriculture's Standard method of valuation.

B. The Contractor shall furnish all tools and equipment and employ trained tree trimmer personnel under the direction of the arborist to operate all equipment and perform all handwork efficiently and skillfully.

C. The trimming work shall be performed in a safe and proper manner adhering to CAL-OSHA standards and ANSI regulations.

PART 2 - PRODUCTS

2.01 TREE SEALER

A. Tree sealer shall be as manufactured by Ready to Use "Tre-hold," or equal, tree sealer conforming to the following specifications:

1. A commercial grade, quick drying, tree sealer which shall have suitable qualities to coat and seal damaged bark and cuts, and inhibit secondary growth. Application shall be made in accordance with the manufacturer's printed recommendations.

PART 3 - EXECUTION

3.01 ORDER OF WORK

A. Trimming and/or removal shall be performed only on trees or vegetation requiring work in order to conform to the parameters set forth in this Section, unless otherwise directed by the Engineer.

B. The Contractor shall identify all trees and vegetation determined to require trimming or removal with temporary chalk paint markings on the adjacent street travel way for review by the Engineer and arborist prior to beginning any cutting operations.

C. A list verifying the address and/or location of all trees or vegetation to be trimmed or removed shall be prepared by the Contractor and submitted to the Engineer for review by the City's designated landscape specialist.

D. The Contractor shall notify all property occupants when trees or vegetation is to be trimmed or removed in accordance with this Section. All written notifications to be distributed to affected property occupants shall be submitted to the Engineer for review prior to distribution. The Contractor shall distribute notifications and post temporary no parking restrictions per this Section a minimum of 72 hours in advance of any cutting operations.

3.02 PUBLIC NOTIFICATION

A. All residents, businesses, and public facilities affected by the WORK shall be provided with prior notification in accordance with Division 1, General Requirements. All notifications shall be in a form of written posting, setting the time and date that the cutting operations will take place. The Contractor shall follow up each notification with submittal to the Engineer of a signed affidavit confirming time and date of each notification or posting.

B. "No Parking" zones shall also be established where necessary to accomplish trimming operations in conformance with the Division 1, General Technical Requirements.

3.03 TREE AND VEGETATION TRIMMING

A. Tree limbs or other vegetation obstructions shall be trimmed to a minimum height of 11 feet above the roadway, as measured from the lip of gutter, and to 8 feet-9 inches above the sidewalk, as measured from the back of sidewalk. The crown of the tree shall be balanced as necessary. Balancing of the crown of the tree shall be accomplished by thinning, reducing end weights, shortening long heavy limbs, removing deadwood, weak limbs, and sucker growth. Limbs shall be pruned back to an appropriate lateral branch.

B. Tree limbs shall not be torn or ripped. All final pruning cuts shall be clean cuts.

C. Trees and vegetation shall be trimmed in such a manner as not to injure adjacent trees, plants, and/or improvements which are to be preserved.

D. Cuts or damage to areas of tree bark caused by the Contractor's trimming operations shall be treated with a sealer such as "Tre-hold," or equivalent, as approved by the Engineer. Application of the tree sealer shall be made according to the manufacturer's printed recommendations.

E. All trimmings and debris generated from these operations shall be removed completely from both the public right of way and adjacent private property and properly disposed of in a legal manner in conformance with the Division 1, General Requirements.

F. Care shall be taken not to disturb planting and irrigation that is not to be replaced by the project.

END OF SECTION

SECTION 31 23 00

STRUCTURE EXCAVATION AND BACKFILL

PART 1 GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Sections shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The work included under this section consists of excavating, subgrade preparation, backfilling of abutment grade beams, wingwalls, footings, and drainage structures, and constructing the geocomposite drain system. The geocomposite drain system must comply with Section 68-7 of the State of California Department of Transportation Standard Specifications. Filter fabric for the geocomposite drain system must be Class A.

B. Earthwork including Structure Excavation and Backfill must conform to Section 19 of the State of California Department of Transportation Standard Specifications. In the event of conflicts between the State of California Department of Transportation Standard Specifications and these specifications, the State of California Department of Transportation Standard Specifications shall prevail as directed by the Engineer.

1.03 REFERENCE STANDARDS

A. The following is a list of reference standards referred to in this portion of the specifications:

1. ASTM C33, "Specification for Concrete Aggregates"

1.04 QUALITY ASSURANCE

A. Codes and Standards: Comply with all Federal, State and Local Codes and Safety Regulations. In addition, comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified.

1. State of California, Department of Transportation (Caltrans) Standard Specifications, current governing edition.

B. Testing and Inspection

1. City: The City shall perform the following inspections and tests, and submit certified test results. The Contractor will cooperate with and notify the Engineer at least 2 working days in advance of testing and inspections required.

a. All materials and work shall be subject to inspection. Material or workmanship not complying fully with the drawings, and/or specifications will be rejected.

b. The Engineer shall test each material proposed by the Contractor to be used for imported borrow, structure backfill, or pervious backfill material.

c. The City shall pay the cost for the initial site inspection and testing of materials for each type of earthwork material. Should the materials at the site proposed by the Contractor fail to meet the specified requirements, the Contractor shall propose another material source and pay for any subsequent inspections and testing necessary to verify compliance of proposed materials to those specified.

d. The Engineer shall make field inspections and perform testing in accordance with the requirements of Part 3, "Execution", of this special provision.

2. Contractor: At least 60 days before any backfill work is to be done, The Contractor shall clear the site proposed to provide imported borrow, structure backfill, or pervious backfill and allow the Engineer to take samples as required to test materials for conformance to these special provisions.

1.05 SUBMITTALS

A. General Requirements

1. Submittals shall be made to the Engineer in accordance with the requirements of Division 1, General Requirements of these specifications.

2. Site clearing, excavation of materials, stockpiling of materials or construction shall not begin until contractor has received submittals reviewed by the Engineer governing all aspects of the intended work.

B. Site location for earthwork materials: The Contractor shall submit a list of sites and location of each, proposed to be used by contractor to provide each of the following materials:

1. Imported Borrow

2. Structure Backfill

3. Pervious Backfill Material

PART 2 MATERIALS

2.01 STRUCTURE BACKFILL

A. Structure backfill material shall conform to the requirements of Section 19-3, "Structure Excavation and Backfill," of the State of California Department of Transportation Standard Specifications and the Foundation Exploration Report dated January 5, 2017 (Revised March 26, 2020) prepared by ENGEO for the project.

2.02 IMPORTED BORROW

A. Imported borrow material shall conform to the requirements of Section 19-7, "Borrow Material," of the State of California Department of Transportation Standard Specifications and the Foundation Exploration Report dated January 5, 2017 (Revised March 26, 2020) prepared by ENGEO for the project.

2.03 GRANULAR MATERIAL

A. Granular material for placement on subgrade below the concrete slab shall conform to the gradation and quality requirements of the project geotechnical investigation.

PART 3 EXECUTION

3.01 GENERAL

A. Structure excavation and backfill shall be done in accordance with the requirements of Section 19-3, "Structure Excavation and Backfill," of the State of California Department of Transporation Standard Specifications and the Foundation Exploration Report dated January 5, 2017 (Revised March 26, 2020) prepared by ENGEO for the project.

3.02 EXCAVATED MATERIAL

A. Due to the expansive nature of onsite soils, material obtained during structure excavation shall not be used for structure backfill unless otherwise specified by the Engineer. The excavated material shall be removed from the site and disposed of by the Contractor unless otherwise specified by the Engineer.

3.03 FIELD QUALITY CONTROL

A. Inspections: The Engineer will perform the following inspections:

1. Inspect all foundation excavations.
2. Inspect the placement of granular material below concrete slab.
3. Inspect the excavation of material to be used for structure backfill or pervious backfill material.
4. Inspect the placement of structure backfill or pervious backfill material.

B. Sampling and Testing: The Engineer will perform the following sampling and testing:

1. Test materials to be used for structure backfill and pervious backfill to verify compliance with this specification section.
2. Test compaction to verify compliance with the requirements of this specification section.

END OF SECTION

SECTION 31 23 16

UTILITY EARTHWORK

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment, and labor necessary to perform and complete all utility earthwork as shown on the Drawings and as specified herein.

B. The work of this Section includes all earthwork required for construction of the project. Such earthwork shall include, but may not necessarily be limited to, the loosening, removing, loading, transporting, depositing, and compacting in its final location of all materials wet and dry, as required for the purposes of completing the work, which shall include, but not necessarily be limited to, the furnishing, placing, and removing of sheeting, shoring and bracing necessary to safely support the sides of all excavations; all pumping, ditching, draining and other required measures for the removal or exclusion of water from the excavation; the supporting of structures above and below the ground; all backfilling around structures and all backfilling of trenches and pits; the disposal of excess excavated materials; borrow of materials to make up deficiencies for fills; and all other incidental earthwork.

C. Hazardous materials shall be handled in accordance with all applicable regulatory agency requirements.

1.03 RELATED SECTIONS

A. Section 02 10 00, Selective Demolition.

B. Section 31 00 00, Earthwork.

C. Section 32 10 00, Asphalt Pavement, Base and Surface Treatments

D. Division 1, General Requirements.

1.04 REFERENCES

A. State Codes:
   1. California Labor Code
   2. CAL-OSHA Standards

3. Construction Safety Orders of the State of California

B. State of California, Department of Transportation (Caltrans), Standard Specifications 2024 Edition:
   1. Section 25, Aggregate Subbases.
   2. Section 26, Aggregate Bases.
   3. Section 68, Subsurface Drains.

C. Commercial Standards:
   1. ASTM 422 , Test Method for Particle-Size Analysis of Soils.
   2. ASTM D 1556, Test Method for Density of Soil in Place by the Sand-Cone Method.
   3. ASTM D 1557, Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in. (457-mm) Drop.
   4. ASTM D 1633, Test Method for Compressive Strength of Molded Soil-Cement Cylinders.
   5. ASTM D 2419, Method for Sand Equivalent Value of Soils and Fine Aggregate.
   6. ASTM D 2487, Test Method for Classification of Soils for Engineering Purposes.
   7. ASTM D 2922, Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
   8. ASTM D 3017, Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
   9. ASTM D 3776, Test Methods for Mass Per Unit Area (Weight) of Woven Fabric.
   10. ASTM D 3786, Method of Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics: Diaphragm Bursting Strength Tester Method.
   11. ASTM D 4253, Test Methods for Maximum Index Density of Soils Using a Vibratory Table.
   12. ASTM D 4254, Test Methods for Minimum Index Density of Soils and Calculation of Relative Density.
   13. ASTM D 4318, Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
   14. ASTM D 4491, Test Methods for Water Permeability of Geotextiles by Permittivity.
   15. ASTM D 4632, Test Method for Grab Breaking Load and Elongation of Geotextiles.
   16. ASTM D 4751, Test Method for Determining the Apparent Opening Size of a Geotextile.
   17. OSHA , Occupational Safety and Health Administration.

1.05 CONTRACTOR SUBMITTALS

A. The Contractor’s attention is directed to the provisions for "Shoring and Bracing Drawings" in Section 6705 of the California Labor Code. The Contractor, prior to beginning any trench or structure excavation 5 feet deep or deeper, shall submit to the Engineer for review for compliance with Section 6705 the Contractor’s detailed

plan showing design of all shoring, bracing, sloping of the sides of excavation, or other provisions for worker protection against the hazard of caving ground during the excavation of such trenches or structure excavation. If such plan varies from the shoring system standards established in the Construction Safety Orders of the State of California, such alternative system plans shall be prepared, stamped and signed by a civil or structural engineer licensed in the State of California at the Contractor's expense.

B. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.

C. For all materials that are not pre-approved by the City the Contractor shall designate the source and/or submit samples of all materials in advance of their use for required testing and Engineer's approval. All testing costs shall be at the Contractor's expense.

1.06 QUALITY ASSURANCE

A. General: All soils testing will be done by a testing laboratory of the City's choice at the City's expense except as otherwise specified in Paragraph 1.5.C. below.

B. Where soil material is required to be compacted to a percentage of maximum density the maximum density at optimum moisture content will be determined in accordance with ASTM D 1557. Where cohesionless, free draining soil material is required to be densified to a percentage of relative density the calculation of relative density will be determined in accordance with ASTM D 4253 and D 4254. Field density in-place tests will be performed in accordance with ASTM D 2922, or by such other means acceptable to the Engineer.

C. In case the first test and one re-test of the fill or backfill show non-compliance with the requirements the Contractor shall accomplish such remedy as may be required to insure compliance. Subsequent re-testing after the first re-test to show compliance shall be at the Contractor's expense.

D. The Contractor shall notify the Engineer at least 48 hours prior to performing any utility excavation.

PART 2 - PRODUCTS

2.01 SUITABLE BACKFILL MATERIALS

A. Suitable Backfill shall be a selected or processed clean, fine earth, rock, or sand, free from objectionable material, vegetation, or other deleterious substances.

B. Backfill materials shall be per City of Milpitas or County of Santa Clara Roads and Airports Department as applicable.

2.02 UNSUITABLE BACKFILL MATERIAL

A. Unsuitable soils for backfill material shall include soils which, when classified under ASTM D 2487, fall in the classifications of Pt, OH, or OL. Types CH and MH soils will be permitted in unimproved areas only where required compaction and stability can be demonstrated. In addition, any soil which cannot be compacted sufficiently to achieve the percentage of maximum density specified for the intended use, shall be classified as unsuitable material.

B. Any material determined to be hazardous is defined as unsuitable material.

C. Washed, smooth rock (pea gravel) is classified as unsuitable material.

D. Where moisture content of the material is not in conformance with Section 31 00 00, "Earthwork," the material will be classified as unsuitable material.

2.03 USE OF SUITABLE BACKFILL MATERIAL TYPES

A. The Contractor shall backfill trenches in accordance with the City of Milpitas Standard Details.

2.04 FILTER FABRIC

A. Filter fabric shall be non-woven synthetic fabric meeting the requirements of Section 19-3.02J, “Filter Fabric,” of the Caltrans Standard Specifications. Filter fabric shall be non-woven synthetic fabric with a minimum Grab Strength of 90 pounds; a minimum Burst Strength of 180 pounds, a minimum Puncture Strength of 50 pounds, a Water Flow Rate of at least 40 gal/min/sf, and an Apparent Opening Size of between 60 and 110.

2.05 STEEL PLATE

A. When steel plate bridging is provided in-lieu of backfill and temporary asphalt, it shall conform to Section 602.1 of the Caltrans Encroachment Permit Manual, with the following minimum thicknesses:

Trench Width	**Minimum Plate Thickness**
(10") 0.25 m	**(1/2”) 13 mm**
(1' - 11") 0.58 m	**(3/4”) 19 mm**
(2' - 7") 0.80 m	**(7/8”) 22 mm**
(3' - 5") 1.04 m	**(1”) 25 mm**
(5' - 3") 1.60 m	**(1 ¼”) 32 mm**

For spans greater than 5 feet-3 inches, a structural design shall be prepared by

a California registered civil engineer.

PART 3 - EXECUTION

3.01 GENERAL

A. Where abandoned underground structures are encountered in the street areas, remove to sufficient depth to allow underground lines to cross, backfill and compact during rough grading. The Engineer may require further work to be done if visual inspection indicates during construction.

3.02 MINOR STRUCTURE EXCAVATION

A. General: Except when specifically provided to the contrary, excavation shall include the removal of all materials of whatever nature encountered, including all obstructions of any nature that would interfere with the proper execution and completion of the work. The removal of said materials shall conform to the lines and grades shown on the Drawings or ordered by the Engineer. Unless otherwise provided, the entire construction site shall be stripped of all vegetation and debris, and such material shall be removed from the site prior to performing any excavation or placing any fill. The Contractor shall furnish, place, and maintain all supports and shoring that may be required for the sides of the excavations, and all pumping, ditching, or other measures required for the removal or exclusion of water, including storm water, groundwater, and wastewater reaching the site of the work from any source so as to prevent damage to the work or adjoining property. Excavations shall be sloped or otherwise supported in a safe manner in accordance with applicable State safety requirements and the requirements of OSHA Safety and Health Standards for Construction (29CFR1926). The limits of structure excavation shall be a minimum of 12 inches beyond the outside edge of the structure, and at a minimum no larger than necessary to facilitate backfill, compaction and testing operations. For structures poured against undisturbed soil the width of the structure wall shall be no more than 2 inches greater than specified or shown on the Drawings.

B. Excavation Beneath Minor Structures: Except where otherwise specified for a particular structure or as directed by the Engineer, excavation shall be carried to the grade of the bottom of the structure. When directed by the Engineer, areas beneath minor structures shall be over-excavated. When such over-excavation is directed, both over-excavation and subsequent backfill to the required grade shall be performed. After over-excavation is performed and before backfill is placed, the exposed surface shall be scarified to a depth of 6 inches, brought to optimum moisture content, and rolled with heavy compaction equipment to obtain 90 percent of maximum density.

3.03 PIPELINE AND UTILITY TRENCH EXCAVATION

A. Trench Width: Unless otherwise shown or directed, excavation for pipelines and utilities shall be open-cut trenches. Trench widths shall be kept as narrow as is practical for the method of densification selected by the Contractor, but shall have a

minimum width at the bottom of the trench equal to the outside diameter of the pipe plus 24 inches. The maximum width at the top of the pipe shall be equal to the outside diameter of the pipe plus 36 inches for pipe diameters 18 inches and larger, and to the outside diameter of the pipe plus 24 inches for pipe diameters less than 18 inches. For deep trenches, the maximum width requirement may be waived for constructability reasons with the written approval of the Engineer upon submittal of pipe loading calculations prepared by a registered civil engineer in accordance with the City's pipe design criteria shown in the Development Plan Check and Procedures Manual at the Contractor's expense. For telecommunications conduits (electrical, telephone, cable TV/communication conduits), street light and traffic signal conduits, the width of the trench shall be as shown on the City standard details.

B. Subgrade: The surface of the subgrade after compaction shall be hard, uniform, smooth, self-draining, and true to grade and cross section.

C. Trench Bottom: The pipe bedding shall be given a final trim establishing grade such that each pipe section when first laid will be continually in contact with the bedding along the extreme bottom of the pipe. Rounding out the trench bottom or bedding to form a cradle for the pipe will not be allowed. The Contractor shall excavate for bell holes and fittings.

D. Open Trench: The maximum amount of open trench permitted in any one location shall be the length necessary to accommodate the amount of pipe installed and backfilled in a single day. All trenches shall be fully backfilled at the end of each day or, in lieu thereof, shall be covered by heavy steel plates adequately braced and capable of supporting vehicular traffic in those locations where it is impractical to backfill at the end of each day. The above requirements for backfilling or use of steel plate may be waived in cases where the trench is located further than 100 feet from any travelled roadway or occupied structure. In such cases, however, barricades and warning lights meeting safety requirements shall be provided and maintained.

E. Trench Over-Excavation: Where indicated trenches shall be excavated to the depth shown, and then backfilled.

F. Over-Excavation: When ordered by the Engineer, whether or not indicated on the Drawings, trenches shall be over-excavated beyond the depth shown. Such over-excavation shall be to the depth ordered. The trench shall then be backfilled.

G. Where pipelines are to be installed in embankment or structure fills, the fill shall be constructed to a level a minimum of 2 feet above the top of the pipe, as directed by the Engineer, or as recommended by the pipe manufacturer, whichever is greater, before the trench is excavated.

H. Continuous Sheeting and Shoring: In areas of known existing underground utilities or street intersections with various utility lines traversing throughout the intersection, the Contractor shall anticipate the potential for disturbed soils caused by loose backfill from existing utilities and use continuous sheeting and shoring or other methods necessary for controlling loose backfill from entering the trench while installing the

new pipeline or utilities.

3.04 OVER-EXCAVATION NOR ORDERED, SPECIFIED, OR SHOWN

A. Any over-excavation carried below the grade ordered, specified, or shown, shall be backfilled to the required grade and densified with the specified material and compaction. Such work shall be performed by the Contractor at its own expense.

3.05 EXCAVATION IN LAWN AREAS

A. Where excavation occurs in lawn areas, the sod shall be carefully removed, stockpiled, watered and preserved for replacement. Excavated material may be placed on the lawn provided that a tarp or other suitable method is employed to protect the lawn from damage. The lawn shall not remain stockpiled for more than 48 hours. Immediately after completion of backfilling and testing of the pipeline, the sod shall be replaced in a manner so as to restore the lawn as near as possible to its original condition. Contractor shall provide new sod, in kind, if removed sod has remained stockpiled for more than 48 hours.

B. All other landscaping shall be replaced in kind in conformance with Section 32 90 00, "Planting," as shown on the Drawings or as directed by the Engineer. All damaged irrigation systems, including piping and electrical wiring, shall be repaired and operating properly the same day they are damaged, in conformance with Section 32 08 01, "Landscape Irrigation."

3.06 EXCAVATION IN VICINITY OF TREES

A. Except where trees are shown to be removed, trees shall be protected from injury during construction operations. No tree roots over 2 inches in diameter shall be cut without express permission of the Engineer. Trees shall be supported during excavation by any means previously reviewed by the Engineer.

B. If existing roots over one inch in diameter are cut during the course of the work, the cut faces shall be thoroughly coated with emulsified asphalt made especially for use on cut or damaged plant tissues. Exposed roots shall be covered with wet burlap to prevent them from drying out.

3.07 ROCK EXCAVATION

A. Rock excavation shall include removal and disposal of the following: (1) all boulders measuring 1/3 of a cubic yard or more in volume; (2) all rock material in ledges, bedding deposits, and unstratified masses; (3) concrete or masonry structures which have been abandoned; and (4) conglomerate deposits which are so firmly cemented that they possess the characteristics of solid rock.

B. Explosives and Blasting: Use of Explosives and Blasting will not be permitted.

3.08 DISPOSAL OF EXCESS EXCAVATED MATERIAL

A. The Contractor shall remove and dispose of all excess excavated material to a suitable site. All testing required for legal disposal of excess materials shall be conducted by the Contractor at the Contractor's expense. The proper and legal disposal shall be the responsibility of the Contractor. If the material is tested and found to be hazardous and requires disposal in a Class 1 or Class 2 landfill then the Contractor's price and contract time shall be adjusted as per the General Conditions.

3.09 BACKFILL – GENERAL

A. Backfill shall not be dropped directly upon any structure or pipe. Backfill shall not be placed around or upon any structure for a minimum of 72 hours or until the concrete has attained sufficient design strength to withstand the loads imposed, whichever occurs first.

B. Except for Product Type 3B material being placed in over-excavated areas or trenches and unless specifically excepted by the Engineer, backfill shall not be placed until after all water is removed from the excavation.

3.10 PIPE AND UTILITY TRENCH BACKFILL

A. Bedding: Bedding shall be in accordance with the City of Milpitas Standard Details.
1. Bedding shall be provided for all pipelines.
2. After compacting the bedding the Contractor shall perform a final trim for establishing grade, such that each pipe section when first laid will be continually in contact with the bedding along the extreme bottom of the pipe.

B. Utility Crossing: Utility crossings shall be in accordance with the City of Milpitas Standard Details.

3.11 PLACING AND SPREADING OF BACKFILL MATERIALS

A. Backfill materials shall be placed and spread evenly in horizontal layers. The backfill layers shall be evenly spread so that when compacted each layer shall not exceed 6 inches in thickness.

B. During spreading each layer shall be thoroughly mixed as necessary to promote uniformity of material in each layer and uniformity of moisture throughout backfill materials. Backfill materials shall be manually spread around the pipe so that when compacted the backfill will provide uniform bearing and side support.

C. Where the backfill material moisture content is below the optimum moisture content water shall be added before or during spreading until the proper moisture content is achieved.

D. Where the backfill material moisture content is too high to permit the specified degree of compaction, the material shall be dried or replaced until the moisture content is satisfactory.

E. Backfill shall be mechanically compacted by means of tamping rollers, sheepsfoot rollers, pneumatic tire roller, vibrating rollers, or other mechanical tampers. All such equipment shall be of a size and type subject to review by the Engineer. Impact-type pavement breakers (stompers) will not be permitted. Permission to use specific compaction equipment shall not be construed as guaranteeing or implying that the use of such equipment will not result in damage to adjacent ground, existing improvements, or new improvements. The Contractor shall make its own determination in this regard.

F. Material for mechanically compacted backfill may be placed in loose lifts which, prior to compaction, shall not exceed the thickness specified below for various types of equipment:
   1. Vibratory equipment, including vibratory plates, vibratory smooth-wheel rollers, and vibratory pneumatic-tired rollers - maximum lift thickness of 2 feet.
   2. Rolling equipment, including sheepsfoot (both vibratory and non-vibratory), grid, smooth-wheel (non-vibratory), pneumatic-tired (non-vibratory), and segmented wheels - maximum lift thickness of 1 foot.
   3. Hand-directed mechanical tampers-maximum lift thickness of 4 inches.

G. Mechanically compacted backfill shall be placed in horizontal layers of thickness not exceeding those specified above, compatible to the material being placed and the type of equipment being used. Each layer shall be evenly spread, moistened or dried, if necessary, and then tamped or rolled until the specified relative compaction has been attained.

3.12 COMPACTION OF BACKFILL MATERIALS

A. Each layer of backfill material as defined herein, shall be mechanically compacted to the specified percentage of maximum density. Equipment that is consistently capable of achieving the required degree of compaction shall be used and each layer shall be compacted over its entire area while the material is at the required moisture content range.

B. Flooding, ponding, or jetting shall not be used.

C. Equipment weighing more than 10,000 pounds shall not be used closer to structure walls than a horizontal distance equal to the depth of the fill against the structure wall at that time. Hand operated power compaction equipment shall be used where use of heavier equipment is impractical or restricted due to weight limitations.

D. Compaction Requirements: Compaction shall be in accordance with the City of Milpitas Standard Details and Standard Specifications.

E. Trench Backfill Requirements: Trench backfill requirements shall be in accordance with the City of Milpitas Standard Details and Standard Specifications.

3.13 STEEL PLATE

A. General: When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal, cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow.

B. When steel plate bridging is required, the following conditions shall apply:
   1. Steel plates used for bridging must extend a minimum of 12 inches beyond the edges of the trench.
   2. Steel plate bridging shall be installed to operate with minimum noise.
   3. The trench shall be adequately shored to support the bridging and traffic loads.
   4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) is used.
   5. Bridging shall be secured against displacement by using adjustable cleats, shims or other devices.

C. Steel plate bridging and shoring shall be installed using either Method (1) or (2):
   1. Method 1 For speeds more than 45 mph:

      The pavement shall be cold planed to a depth equal of the thickness of the plate and to a width and length equal to the dimensions of the plate.

   2. Method 2 For speeds 45 mph or less:

      Approaching plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2 inches into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 percent with a minimum 12 inch taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry or an equivalent slurry.

D. Steel plate bridging should not exceed 4 consecutive working days in any given week.

END OF SECTION

SECTION 31 63 29
DRILLED PIERS

PART 1 - GENERAL

1.01 APPLICABLE SECTIONS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section

1.02 DESCRIPTION OF WORK

A. The work included under this section consists of furnishing all materials, supplies, equipment, tools, transportation and facilities and performing all labor and services necessary for, required in connection with or properly incidental to drilling piers, casing holes and dewatering prior to concrete placement as described in this section of the specifications, shown on the accompanying drawings or reasonably implied therefrom, except as hereinafter specifically excluded.

B. Drilled piers must conform to Section 49-3.02 of the State of California Department of Transportation Standard Specifications. In the event of conflicts between the State of California Department of Transportation Standard Specifications and these specifications, the State of California Department of Transportation Standard Specifications shall prevail as directed by the Engineer.

C. Work Included:
1. Drilling Piers
2. Placing reinforcement
3. Casing Holes
4. Dewatering

D. Related Work Specified Elsewhere:
1. Reinforcement; Section 03 20 00
2. Cast-in-place Concrete; Section 03 30 00

1.03 REFERENCE STANDARDS

A. The following is a list of Reference Standards referred to in this portion of the Specification:
1. Section 49 of the State of California Department of Transportation Standard Specifications, current governing edition.
2. American Concrete Institute Standard ACI 336.1 "Specification for the Construction of Drilled Piers", current edition.
3. 2022 Edition of the California Building Code.

1.04 QUALITY ASSURANCE

A. Codes and Standards: Comply with all Federal, State and Local Codes and Safety Regulations. In addition, comply with the provisions of the following codes,

specifications, and standards, except where more stringent requirements are shown or specified.

1. State of California Department of Transportation Standard Specifications, current governing edition.
2. California Building Code, 2022 edition.
3. ACI 336.1 "Specification for the Construction of Drilled Piers", current edition.

B. Qualifications: Installation of drilled piers shall be by a drilling contractor with experience specific to the installation of drilled piers. The drilling contractor must have successfully constructed at least 3 separate foundation projects in the last 5 years. The foundation projects must have drilled piers of similar or larger diameter and depth, and installed under similar substructure conditions to this project and demonstrate experience with drilling fluids and successful construction of drilled piers under wet conditions. Each on-site foremen and drill rig operator must have 2 years of experience installing drilled piers on at least 3 projects. The drilled pier foundations must be of similar or larger diameter and depth, and installed under similar subsurface conditions to this project. Written proof of sub-contractor's qualifications may be requested. The general contractor shall ensure that the proposed sub-contractor has fulfilled those requirements.

C. The Contractor must notify the Engineer at least 48 hours in advance of any drilling operations to allow for arrangement of the Soils Engineer and Structural Engineer to make observations in accordance with, "Field Quality Control," in Part 3 of this specification section.

1.05 SUBMITTALS

A. General Requirements
1. Submittals must be made to Engineer in accordance with the requirements of Division 1, General Requirements of these specifications.
2. Construction, and fabrication or ordering of materials shall not begin until Contractor has received submittals reviewed by Engineer governing all aspects of the intended work.

B. Shop Drawings:
1. The Contractor must submit a pier installation plan to the Engineer for approval for all drilled piers. The pier installation plan must be prepared in conformance with Section 49-3.02A(3)(b) of the State of California Standard Specifications and must include complete descriptions, details, and supporting calculations for the following:
   a. Concrete mix design, certified test data, and trial batch reports per Section 03 30 00.
   b. Reinforcement shop drawings per Section 03 20 00.
   c. Drilling or coring methods and equipment.
   d. Proposed method for casing installation and removal when necessary.
   e. Methods for placing, positioning, and supporting bar reinforcement.
   f. Methods and equipment for verifying that the bottom of the drilled hole is clean before placing concrete.
   g. Methods and equipment for dewatering of holes when necessary.
   h. Methods and equipment for placing concrete.
   i. Slurry type and proposed method of stabilizing holes with slurry when

necessary.

j. Inspection pipes/tubes

1.06 SEQUENCING AND SCHEDULING

A. The Contractor shall obtain information and instructions from all trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them to be embedded in concrete piers.

PART 2 - PRODUCTS - See other portions of specifications.

PART 3 - EXECUTION

3.01 DRILLING PIERS

A. If the pier center-to-center spacing is less than 4 pier diameters, do not drill holes or drive casing for an adjacent pier until 24 hours have elapsed after concrete placement in the preceding pier and your prequalification test results for the concrete mix design show that the concrete will attain at least 1800 psi compressive strength at the time of drilling or driving.

B. Contractor to examine site, records of test borings, soil samples, and Geotechnical Reports that are available from the Owner. Soil boring test results are provided by the Owner for information, and are not guaranteed to represent conditions that are present at drilled pier locations. Soil boring test results are not intended as representations or warranties of the continuity of the reported conditions. It is expressly understood that the Owner will not be responsible for interpretation or conclusions drawn by Contractor from the Geotechnical Report. At no additional cost to the Owner, evaluate the available data and provide additional test borings and other investigations as necessary for installing drilled piers.

C. All holes for piers must be drilled to the diameter and depth as shown on the plans.

1. All holes shall be examined for straightness and any hole that on visual inspection from the top shows less than one-half the diameter of the hole at the bottom of the hole shall be rejected. Suitable temporary casings shall be furnished and placed when necessary to control water or to prevent caving of the hole as determined by the Soils Engineer.
2. The pier shall not be out of plumb by more than 1-1/2 inches per 10 feet of length and the top of the pier shall be within 3 inches of the design location.
3. All loose material existing at the bottom of the hole after drilling operations have been completed shall be removed and the bottom of the hole cleaned out before placing concrete in the hole.
4. Material resulting from drilling holes shall become property of the contractor and be disposed of at the Contractor's expense. Disposal of drill cuttings shall be offsite unless otherwise permitted in writing by the Owner.
5. Surface water shall not be permitted to enter the hole and all water that may have infiltrated the hole shall be removed before placing concrete therein.
6. Mineral, synthetic, or water slurry may be used to stabilize drilled pier excavations provided that the slurry conforms to Section 49-3.02B(6) of the State of California Department of Transportation Standard Specifications.

If synthetic slurry is used it must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

D. Concrete Placement:

1. Concrete shall be placed in drilled piers the day of drilling.
2. The reinforcing steel cage shall be placed and secured symmetrically about the axis of the pier and shall be securely blocked to clear the sides of the hole prior to placement of concrete.
3. After placing reinforcement and prior to placing concrete in the drilled hole, if caving occurs or deteriorated foundation material accumulates on the bottom of the hole, the bottom of the drilled hole shall be cleaned. The contractor shall verify that the bottom of the drilled hole is clean.
4. Construction joints not shown on the plans are not acceptable unless specifically authorized by the Engineer.
5. Free fall of concrete shall not exceed 8 feet.
6. Completely dewater holes before placing concrete.
7. Casings, if used in drilling operations, shall be removed from the hole as concrete is placed therein. The bottom of the casing shall be maintained not

more than 5 feet below the top of the concrete and at a sufficient height to offset the hydrostatic or lateral soil pressure during withdrawal and placing operations, unless otherwise permitted by the Soils Engineer. Separation of the concrete during withdrawal operations shall be avoided by hammering or otherwise vibrating the casing.

E. Concrete Placement Under Slurry:

1. Concrete deposited under slurry shall be carefully placed in a compact monolithic mass with one or more tremie tubes, each of which are at least 8 inches in diameter. The delivery tube system shall consist of watertight tubes with sufficient rigidity to keep the ends always in the mass of concrete placed. Internal bracing for the steel reinforcing shall accommodate the delivery tube system.
2. During placement of tremie concrete, the delivery tube tip shall be maintained at least 10 feet below the top surface of concrete. When slurry methods are used, a fully operational standby concrete pump, adequate to complete the work in the time specified, shall be provided at the site during concrete placement. If a temporary casing is used, concrete placed under slurry shall be maintained at least 5 feet above the bottom of the casing. The withdrawal of the casing shall not cause contamination of the concrete with slurry. If slurry is not used, the temporary casing shall not be withdrawn until the concrete head in the casing is greater than the groundwater outside the casing. This positive concrete head shall be maintained during the withdrawal of the casing.
3. A log of concrete placement for each drilled hole shall be maintained by the Contractor when the concrete is deposited under slurry. The log shall show the pile location, tip elevation, dates of excavation and concrete placement, length and tip elevation of any casing, and details for any hole stabilization method and materials used.
4. Vertical inspection pipes for acceptance testing as shown on the plans shall be provided in all drilled piers 24 inches in diameter or larger, except when the holes are dry or when the holes are dewatered without the use of temporary casing in a manner that controls groundwater.
5. Vertical inspection pipes shall be Schedule 40 PVC pipe with a nominal inside diameter of 2 inches. Each inspection pipe shall be capped at the bottom of the reinforcing cage. A temporary top cap or similar means shall be provided to keep the pipes clean before testing. The inspection pipes shall be clean, dry, and unobstructed at the time of testing providing a 2-inch diameter clear opening. The inspection pipes shall be securely fastened in place to allow straight alignment parallel to the reinforcement. Inspection pipes shall extend to the bottom of the reinforcing cage. Cored holes to replace non-functioning inspection pipes shall be provided at the direction of the Engineer and at no additional cost to the Owner.
6. Perform acceptance tests to evaluate the homogeneity of the placed concrete. Tests will include gamma-gamma logging in conformance with State of California Test 233 in compliance with the State of California Department of Transportation’s Standard Specifications. The Contractor shall not conduct operations within 25 feet of the gamma-gamma logging operations. Inspection pipes and or cored holes shall be dewatered and filled with grout after notification that the pile is acceptable.
7. If acceptance testing determines that a pile does not meet the requirements of

the specifications and California Test 23, Part 5C, then that pile will be rejected. The Engineer determines whether the rejected pile requires mitigation due to structural, geotechnical, or corrosion concerns. If the Engineer determines that the rejected pile requires mitigation, the Contractor shall submit to the Engineer for review a mitigation plan for the repair, supplementation, or replacement for each rejected pile.

3.02 FIELD QUALITY CONTROL

A. The Soils Engineer must perform inspections during drilling of piers as specified below and Contractor must cooperate with and notify Soils engineer at least 5 days in advance of inspections required:
   1. Inspect drilling of piers
   2. Inspect the walls of drilled holes

B. The Contractor must notify the Structural Engineer for the following structural observations at least 5 days in advance of observations required:
   1. Observe the reinforcement of the piers and its placing
   2. Observe the placement of concrete
   3. Observe gamma-gamma log testing by the Contractor

END OF SECTION

SECTION 32 10 00

ASPHALT PAVEMENT, BASE AND SURFACE TREATMENTS

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment, and labor necessary to furnish and construct the roadway structural section, base repair, asphalt overlay, and all appurtenant work, complete in place, as shown on the Drawings and as specified herein.

B. Work Covered in this Section
1. Preparation of Subgrade
2. Aggregate Base.
3. Tack Coat.
4. Remove and Replace Traffic Markings.
5. Pavement Grinding.
6. Sawcutting.
7. Asphalt Concrete Overlay, Utility Cut Pavement Replacement, and Pavement Structural Section.
8. Adjust Iron Castings to Grade.

1.03 RELATED SECTIONS

A. Section 02 41 00, Selective Demolition.

B. Section 31 00 00, Earthwork.

C. Section 31 23 00, Utility Earthwork.

D. Section 33 39 00, Precast Concrete Maintenance Holes.

E. Section 32 17 23, Traffic Stripes and Pavement Markings.

F. Section 32 13 00, Concrete Surface Improvements.

G. Division 1, General Requirements.

1.04 REFERENCES

A. State of California, Department of Transportation (Caltrans), Standard Specifications 2023 Edition:
   1. Section 15 , Existing Facilities.
   2. Section 19 , Earthwork.
   3. Section 26 , Aggregate Bases.
   4. Section 37 , Bituminous Seals.
   5. Section 39 , Asphalt Concrete.
   6. Section 42 , Groove and Grind Pavement.
   7. Section 84 , Markings.
   8. Section 82 , Signs and Markers.
   9. Section 92 , Asphalt Binders.
   10. Section 94 , Asphaltic Emulsions.

B. Commercial Standards:
   1. ASTM D 36, Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus.)
   2. Mixtures Using 10-lb (4.54-kg) Rammer and 18-in. (457-mm) Drop.
   3. ASTM D 3407, Methods of Testing Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements.

1.05 CONTRACTOR SUBMITTALS

A. Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.

B. Delivery Tickets: For City public works projects, the Contractor shall provide delivery tickets to the Engineer at the time of delivery of each load of product, including aggregate base, asphalt concrete, liquid asphalt, and sealant. Each delivery ticket shall include or be accompanied by appropriate batch information produced by the batching plant or factory of origin and information stating the mix or model number, total yield in kilograms, liters, or square meters, and time, date, and location of delivery.

1.06 QUALITY ASSURANCE

A. The City will employ a testing laboratory to perform all quality assurance testing and inspection testing as may be required by this Section.

PART 2 - PRODUCTS

2.01 AGGREGATE BASE

A. Aggregate base material shall be Class 2 aggregate base in conformance with Section 26, "Aggregate Bases," of the Caltrans Standard Specifications. All aggregate base used on the work shall conform to the ¾” maximum size gradations.

2.02 TACK COAT OR PAINT BINDER

A. A tack coat or paint binder to be used with pavement fabric or mesh shall be asphalt grade PG 64-16 in conformance with Section 92, "Asphalt Binders," of the Caltrans Standard Specifications.

2.03 ASPHALT CONCRETE OVERLAY, UTILITY CUT PAVEMENT REPLACEMENT, AND PAVEMENT STRUCTURAL SECTION

A. Asphalt concrete shall be Type A on all City streets.

B. Asphalt concrete shall be placed at the thickness indicated on the Drawings.

C. The asphalt binder shall be paving asphalt grade PG 64-10 in conformance with Section 92, "Asphalt Binders," of the Caltrans Standard Specifications.

D. The aggregate shall be 1/2-inch maximum size, medium grading for overlays and top lift(s) of pavement structural sections in conformance with Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications. The minimum overlay thickness for the top lift shall be 1.5 inches (38 mm). The aggregate shall be 3/4-inch maximum size, medium grading, for the bottom lift(s) of pavement structural sections in conformance with Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications. For pavement structural sections less than 4 inches (102 mm), the aggregate shall be 1/2-inch maximum size, medium grading in accordance with Section 39, “Asphalt Concrete,” of the Caltrans Standard Specifications.

2.04 FINE ASPHALT CONCRETE PAVING

A. Fine asphalt concrete for patch paving shall be Type B, 3/8-inch maximum size. The asphalt binder shall be paving asphalt grade PG 64-10 in conformance with Section 92, "Asphalt Binders," of the Caltrans Standard Specifications.

2.05 PORTLAND CEMENT CONCRETE

A. Portland Cement Concrete used to adjust utility structure frames and monument frames to grade shall be Class B in conformance with Section 03 30 50, "Utility Cast-in-Place Concrete."

PART 3 - EXECUTION

3.01 GENERAL

A. All work adjacent to existing pavement structural section shall butt up to the full existing structural section. Where the full pavement structural section is not encountered, continue removal of additional pavement structural section until a full pavement structural section is found.

3.02 PUBLIC NOTIFICATION

A. All homeowners, businesses and public facilities affected by the WORK shall be

provided with prior notification of the WORK and necessary parking restrictions, in conformance with Division 1, General Requirements. All notifications shall be provided twice in conformance with the following:

1. A written notification shall be mailed to each affected business/residence a minimum of two weeks prior to commencing the work.
2. Door hangers shall be provided 72 hours prior to commencing work.

The format of the required notifications shall be approved by the Engineer. The Contractor shall coordinate the notification process and follow up each notification with submittal to the Engineer of a signed affidavit confirming time and date of each notification.

3.03 ORDER OF WORK

A. Selective tree and vegetation trimming and/or root pruning operations necessary for work requiring equipment accessibility or installation of improvements shall be completed prior to commencement of that work.

B. All underground utilities shall be installed, inspected and approved, and all backfill and compaction operations shall be completed prior to commencement of pavement structural section construction.

C. Cutting or patching of finished pavement will not be allowed.

3.04 PREPARATION OF SUBGRADE

A. The subgrade shall be prepared in conformance with Section 19, "Earthwork," of the Caltrans Standard Specifications, unless modified by this Section.

B. Subgrade preparation shall extend a minimum of 2 feet beyond all concrete improvements and asphalt paved areas. Unless otherwise recommended in the soils report, the subgrade shall be scarified to a minimum depth of 6 inches below the grading plane, mixed thoroughly and wetted in conformance with ASTM D 1557, or dried as directed by the Engineer. The pavement section, the entire area under the curb and gutter, bus turnout area, and the area 2 feet beyond any edge of pavement without abutting concrete improvements shall be thoroughly compacted to not less than 95 percent relative compaction in conformance with ASTM D 1557. Compaction of subgrade under sidewalk, access ramps, driveways, median surfacing and the area 2 feet beyond any concrete improvements shall be thoroughly compacted to not less than 90 percent relative compaction in conformance with ASTM D 1557. The surface of the subgrade after compaction shall be hard, unyielding, uniform, smooth, self- draining, and true to grade and cross-section.

C. All soft material which will not compact readily and all unstable material shall be removed in conformance with the Section entitled "Roadway Excavation," in PART 3 of Section 31 00 00, "Earthwork." All materials for subgrade replacement shall be in conformance with the written recommendations of the Geotechnical Engineer.

D. Subgrade preparation and compaction and determination of subgrade stability shall performed under the observation of the Engineer. In no case shall lime or cement treatment be used to stabilize subgrade.

E. Finish subgrade shall be within the tolerances established in Section 19-1.03, "Grade Tolerances," of the Caltrans Standard Specifications.

3.05 AGGREGATE BASE

A. Aggregate base shall be spread and compacted in conformance with Section 26, "Aggregate Bases," of the Caltrans Standard Specifications for Class 2 Aggregate Base. Finished aggregate base shall have the minimum thickness as shown on the Drawings and shall not vary more than 0.05 foot above or below the established grade. The aggregate base shall be compacted to 95 percent relative compaction in conformance with ASTM D 1557. The surface of the aggregate base after compaction shall be hard, unyielding, uniform, smooth, self-draining, and true to grade and cross-section.

3.06 TACK COAT

A. The Contractor shall be responsible for the proper use of tack coats and shall be in conformance with applicable regulatory requirements.

B. Tack Coat or Paint Binder

Prior to placement of asphalt concrete a tack coat or paint binder shall be applied to existing paved and vertical surfaces where new asphalt concrete is to be placed on or against existing pavement at an approximate total rate from 0.02 gallon to 0.10 gallon per square yard to all areas receiving asphalt concrete. The exact rate of application will be determined by the Engineer. Care shall be taken to prevent over application of tack coat material onto finish surfaces that will not be in contact with the new asphalt concrete pavement.

3.07 REMOVE AND REPLACE TRAFFIC MARKINGS

A. Removal and replacement of existing traffic striping, legends, and pavement markers shall be in conformance with Section 32 17 23, “Traffic Stripes and Pavement Markings” and Section 02 10 00, “Selective Demolition.”

B. Removal and replacement of traffic striping, legends, and raised pavement markers shall conform to the following scheduling requirements:

1. Existing traffic striping, legends, and pavement markers shall be completely removed prior to beginning of resurfacing operations. The Contractor shall then either begin said operations within 24 hours of the removal of the existing delineations or shall replace said delineations with painted markings.
2. Permanent traffic striping, legends, and pavement markers shall be installed no sooner that 2 calendar days nor later than 7 calendar days after the resurfacing has been placed. Raised pavement markers shall be installed no

sooner than 7 calendar days no later than 14 calendar days after resurfacing has been placed. Traffic striping, legends, and pavement markers shall be installed in conformance with Section 81, 82, and 84 of the Caltrans Standard Specifications. The layout of permanent traffic striping, legends, and pavement markers shall be approved in writing by the Engineer prior to installation.

3.08 PAVEMENT GRINDING

A. Grinding necessary to perform edge and transverse pavement conforms shall be performed on all streets to be overlaid and shall be completed in conformance with Section 42-3, “Grinding,” of the Caltrans Standard Specifications and this Section.

B. Grinding at curbs, gutters, valley gutters, and street intersections shall be in conformance with the Drawings and Standard Details. No grinding shall be performed through an intersection if the cross street is also to be overlaid.

C. Damage to detector loops at City owned traffic signals shall be reported to the Engineer and repaired by the Contractor at its own expense within 24 hours of disruption of service. If the Contractor fails to repair damaged loops within the specified time the City will repair the damage at the Contractor’s expense. Damage to detector loops at traffic signals owned by other Agencies shall be repaired in conformance with the appropriate Agency requirements.

D. All materials removed shall become the property of the Contractor and shall be disposed of in a legal manner. Residue from the grinding operations may be removed from the roadbed by a vacuum sweeper following within 50 feet of the grinding operations. The Contractor shall be responsible for maintaining the street in a clean condition during the course of the grinding operations. All loose materials shall be removed prior to the application of the tack coat.

E. Areas that cannot be reached with the grinding machine shall be jack-hammered or otherwise removed by hand.

F. The Contractor shall place temporary asphalt concrete ramps at all grinding limits which abut remaining asphalt pavement surfaces. Temporary asphalt concrete ramps shall be in place the same day as the grinding operation.

G. Temporary asphalt concrete ramps shall be a minimum of 5 feet in length, extending the entire width of the affected travelled way, and shall be sufficiently compacted so as not to deform or ravel.

H. The Contractor shall maintain temporary asphalt concrete ramps to the satisfaction of the Engineer and shall completely remove them prior to the application of tack coat.

3.09 SAWCUTTING FOR ROADWAY WIDENING

A. When removing asphalt pavement in connection with roadway widening the existing

asphalt pavement shall be sawcut with a power driven asphalt saw to provide a smooth joint for the new pavement. The Contractor shall sawcut the pavement before any pavement excavation to avoid damage to the pavement section to remain.

3.10 ASPHALT CONCRETE OVERLAY OR PAVEMENT STRUCTURAL SECTION

A. Surface preparation for asphalt concrete overlay on existing asphalt concrete surfaces shall include removal of all traffic striping and legends, raised pavement markers, and all grinding, patching, and sweeping.

B. Application of a prime coat and/or tack coat shall not occur until all surface preparation has been performed.

C. Asphalt concrete shall be spread and compacted on the prepared base or existing asphalt concrete in conformance with the lines, grades and dimensions shown on the Drawings and in conformance with Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications.

D. Spreading and compaction equipment and methods shall be in conformance with Sections 39-2.01C of the Caltrans Standard Specifications and this Section. The Engineer may, at its option, call for continuous and/or random testing of asphalt concrete compaction. Asphalt concrete shall not be placed or stockpiled in windrows when the underlying layer or surface is frozen, or when, in the opinion of the Engineer, weather conditions will prevent the proper handling, finishing, or compaction of the asphalt concrete.

Spreading by use of motor graders will not be allowed unless approved in writing by the Engineer.

E. The finished grade shall be flush with the adjacent existing pavement, shall conform to the cross slope or crown of the street, and shall be within the tolerances of the "straightedge" test as defined in Section 39-2.01C of the Caltrans Standard Specifications. The Contractor shall be responsible for all damage to fresh surfacing until it is ready for use by public traffic. Damaged areas shall be repaired to the satisfaction of the Engineer.

F. Asphalt concrete for new pavement structural sections shall be placed in a minimum of 2 lifts and shall be spread and compacted in the number of layers and thicknesses in conformance with Section 39-2.01C of the Caltrans Standard Specifications.

G. The depositing, distribution, and spreading of each lift of the asphalt concrete shall be accomplished in a single, continuous operation.

H. All utility structures and monuments shall be marked for reference in at least 2 directions by the Contractor prior to placing the asphalt concrete. Said reference marking shall be made using a temporary removable water based marking chalk. The Contractor shall be responsible for the complete removal of all such reference markings after the completion of raising utility structures and monuments to grade.

I. Fog sealing of new asphalt concrete structural sections will not be allowed.

3.11 ASPHALT CONCRETE UTILITY CUT PAVEMENT REPLACEMENT

A. Preparation of Existing Asphalt Concrete Pavement: The existing asphalt concrete pavement shall be sawcut 12 inches past the edge of the trench to provide a smooth joint for the new pavement. The Contractor may sawcut the pavement before excavating the trench to facilitate the removal of the pavement. In addition the Contractor shall sawcut and remove any irregular or damaged pavement along the open trench as directed by the Engineer before placing new asphalt concrete pavement.

B. Placement of asphalt concrete shall be in conformance with this Section, except that the number of layers and thicknesses shall be as shown on the Drawings.

3.12 ADJUST IRON CASTINGS TO GRADE

A. All Iron Castings shall be set to finish grade after placing the asphalt concrete. The adjustment of structures and monuments to grade shall be in conformance with Section 75 of the Caltrans Standard Specifications and this Section.

B. Adjustment rings will not be allowed.

C. When streets are overlayed unless deemed unsuitable by the Engineer, existing frames and covers shall be salvaged and re-used. All iron castings damaged during construction shall be replaced by the Contractor with new iron castings at the Contractor's expense. Replacement iron castings for City utility structures shall be replaced in conformance with the appropriate technical section. Replacement iron castings for other Agency utility structures shall be replaced in conformance with the appropriate Agency requirements.

D. All water valve covers shall be exposed on the same day in which they are covered by resurfacing operations.

E. All maintenance hole covers shall be raised no later than 5 working days after resurfacing is placed, and shall be patch-paved with asphalt concrete within 5 working days after being raised.

F. Tops of frames shall be set within to zero to 1/8-inch above finish grade. Frames which do not meet this tolerance shall be re-adjusted by the Contractor at its own expense.

G. After adjusting frames Contractor shall insure all covers are removable and seat properly when replaced. For new iron castings the new covers shall not rock.

H. Hand mixing of concrete for use in raising iron castings to grade will be allowed. Concrete shall be placed and thoroughly consolidated in conformance with Section 32 13 00, Concrete Surface Improvements.

I. Asphalt concrete patch paving shall be fine asphalt concrete placed over a tack coat. Patch paving may be placed by hand using a vibratory plate compactor or roller in conformance with this Section.

END OF SECTION

SECTION 32 13 00

CONCRETE SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment, and labor to furnish and install all concrete surface improvements including concrete curbs, sidewalks, curb ramps, TASP crosswalk, miscellaneous concrete footings, and all appurtenant work, complete in place, as shown on the Drawings and as specified herein.

B. Work Covered in this section
1. Subgrade Preparation.
2. Aggregate Base.
3. Forms for Concrete.
4. Concrete Reinforcement.
5. Portland Cement Concrete Placement.
6. Expansion Joints.
7. Deep Joints.
8. Score Lines.
9. Curing Compound.

1.03 RELATED SECTIONS

A. Section 31 00 00, Earthwork.

B. Section 32 10 00, Asphalt Pavement, Base and Surface Treatments.

C. Section 03 30 50, Utility Cast-in-Place Concrete.

D. Division 1, General Requirements.

1.04 REFERENCES

A. State of California, Department of Transportation (Caltrans), Standard Specifications 2024 Edition:
1. Section 19, Earthwork.
2. Section 26, Aggregate Bases.
3. Section 73, Concrete Curbs and Sidewalks.

4. Section 90, Concrete.
5. Standard Plans

B. Commercial Standards:
1. ASTM A 82, Specification for Steel Wire, Plain, for Concrete Reinforcement.
2. ASTM A 185, Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
3. ASTM A 615, Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
4. ASTM C 143, Test Method for Slump of Hydraulic Cement Concrete.
5. ASTM C 309, Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
6. ASTM D 1557, Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in. (457-mm) Drop.
7. ASTM D 1751, Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types.)

1.05 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.

B. Mix Designs: A list of pre-approved ready-mix designs is on file in the Engineer’s office. If the Contractor does not use one of the pre-approved designs prior to beginning the concrete work, the Contractor shall submit to the Engineer, for review, preliminary concrete mix designs which shall show the proportions and gradations of all materials proposed for each class and type of concrete specified herein. Each mix design shall be accompanied by a Certificate of Compliance to these specifications.

C. Delivery Tickets: The Contractor shall provide delivery tickets at the time of delivery of each load of concrete. Batch tickets automatically produced by the batching equipment, indicating quantities of each ingredient, shall accompany each delivery ticket. Each delivery ticket shall, in additions, state the mix number, total yield in cubic yards, date, and the time of day, to the nearest minute, corresponding to when the batch was loaded, when it was dispatched, when it arrived at the job, and the time that unloading began.

D. Product data for stamped concrete pattern.

E. Product data and samples for integrally colored concrete.

PART 2 - PRODUCTS

2.01 AGGREGATE BASE

A. Aggregate base shall be Class 2, 3/4-inch maximum size grading, aggregate base in conformance with Section 26, "Aggregate Bases," of the Caltrans Standard

Specifications.

2.02 CONCRETE REINFORCEMENT AND DOWELS

A. Steel bar for concrete reinforcement and dowels shall be deformed billet-steel bars of the size or sizes as specified on the Drawings and shall conform to the requirements of ASTM A 615 for Grade 40 or Grade 60 bars.

B. Steel welded wire fabric for sidewalk drains shall be cold drawn steel welded wire fabric, 6"x6"x 10/10, and shall conform to the requirements of ASTM A 82 for the tie wire and ASTM A 185 for the wire fabric.

C. Tie wire shall be a minimum of 18 gage, black annealed conforming to the requirements of ASTM A 82.

2.03 PORTLAND CEMENT CONCRETE

A. Portland cement concrete curbs, sidewalks, curb ramps, TASP crosswalk, miscellaneous concrete footings, and all appurtenant work shall be in conformance with City of Milpitas Standard Details.

B. Concrete shall be Ready-mix of a pre-approved mix design as listed in the Engineer's office.

C. Admixtures: All admixtures shall be in conformance with Section 03 30 50, "Utility Cast-in-Place Concrete."

D. Water-Cement Ratio and Compressive Strength: The water-cement ratio and compressive strength shall be in conformance with Section 03 30 50, "Utility Cast-in-Place Concrete."

E. Except for miscellaneous concrete footings lampblack shall be added at the rate of 3/4 pound/pint per cubic yard of concrete.

F. Aggregate gradations proposed by the Contractor shall be within the following percentage passing limits:

Primary Aggregate Nominal Size	Sieve Sizes	Limits of Gradation
1-1/2" x 3/4"	1"	19-41
1" x No. 4	¾"	52-85
1" x No. 4	3/8"	15-38
Fine Aggregate	No. 16	55-75

Fine Aggregate	No. 30	34-46
Fine Aggregate	No. 50	16-29

2.04 EXPANSION JOINT MATERIAL

A. Expansion joint material shall be premolded expansion joint filler ¼ inch thick in conformance with ASTM D 1751. Expansion joint material shall be shaped to fit the cross section of the concrete improvements prior to being placed.

2.05 CURING MATERIALS

A. All curing compound shall be of the non-pigmented type in conformance with ASTM C 309, Type 1-D, Class A.

2.06 CURB RAMPS

A. Detectable Warning Surfaces shall be manufactured by Armor Tile Tactile Systems, dark gray in color, or approved equal.

2.07 WATER BARRIER

A. Water Barrier shall be manufactured by Western Environmental Liner, 30mil reinforced polyethylene, or approved equal.

2.08 TASP CROSSWALK

A. TASP crosswalks shall be stamped integrally colored concrete with a 2'x2' square pattern and be Scofield color SG160-4 Red Brick.

B. TASP crosswalk bands shall be integrally colored with Scofield color SG08-4 Wheat Fiekds.

PART 3 - EXECUTION

3.01 SUBGRADE PREPARATION

A. Preparation of subgrade shall be in conformance with Section 31 00 00, "Earthwork," and Section 32 10 00, "Asphalt Pavement, Base and Surface Treatment."

B. Finish subgrade shall be within the tolerances established in Section 19-1, "General," of the Caltrans Standard Specifications.

3.02 SAWCUTTING EXISTING CONCRETE IMPROVEMENTS

A. Where a portion of existing concrete surface improvements is to be removed and replaced, the section to be removed shall be sawcut with an approved concrete saw to a minimum depth of 1-1/2 inches. For sidewalks, curb ramps, and driveways the

limit of the saw cut shall be at a minimum the first score line beyond the limits of the area to be replaced or as directed by the Engineer. For curb and gutter the limit of the sawcut shall be the nearest deep joint or as directed by the Engineer.

3.03 AGGREGATE BASE

A. Aggregate base shall be spread and compacted in conformance with PART 3 - EXECUTION of Section 32 10 00, "Asphalt Pavement, Base and Surface Treatments." The aggregate base shall be placed to the depth as shown on the Drawings.

3.04 FORMS FOR CONCRETE

A. No forms shall be placed prior to approval of the aggregate base and subbase by the Engineer.

B. All concrete surface improvements may be placed by slip form paver, and curb and gutter may be placed by extrusion machine.

3.05 CONCRETE REINFORCEMENT

A. Concrete reinforcement and dowels shall be placed at the location as shown on the Drawings. Installation of concrete reinforcement and dowels shall be in conformance with Section 03 30 50, "Utility Cast-in-Place Concrete."

3.06 PORTLAND CEMENT CONCRETE

A. No concrete for concrete surface improvements shall be placed until the subgrade, aggregate base, forms and reinforcement, and sidewalk drains have been approved by the Engineer.

B. Concrete curbs, sidewalks, curb ramps, TASP crosswalk, miscellaneous concrete footings, and all appurtenant work shall be constructed in conformance with Section 73, "Concrete Curbs and Sidewalks," of the Caltrans Standard Specifications, except that hand mixing of Portland cement concrete for use in concrete surface improvements will not be allowed, and except as modified in this Section.

C. TASP crosswalks shall be constructed in accordance with the details on the plans.

D. Concrete surface improvements shall not exceed the tolerances established in Section 73, "Concrete Curbs and Sidewalks," of the Caltrans Standard Specifications.

E. When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1-1/2 hours, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85 degrees Fahrenheit or above, a time less than

1-1/2 hours may be required.

F. All existing square formed steel tube sign posts shall be protected prior to pouring concrete around the post such that no concrete will leak inside the post.

3.07 JOINTS

A. Expansion Joints: Expansion joints shall be placed at 200-foot spacings and at all changes in horizontal alignment.

B. Deep joints: Deep joints shall be placed at all driveway edges and at 10 foot spacing. Depth of deep joint shall be 3/4-inch.

C. Score lines: Score lines shall be placed transversely at 5-foot spacing between deep joints, longitudinally along back of curb, and longitudinally at mid-point on sidewalks over 8 feet in width.

D. When replacing concrete improvements score lines and deep joints shall match existing score line and deep joint spacing.

3.08 CONCRETE FINISH

A. All concrete surface improvements, except curb ramps and miscellaneous concrete footings, shall have a soft broom finish.

B. Miscellaneous concrete footings shall be sloped to provide drainage away from the post/pipe.

3.09 CURING

A. All exposed surfaces of Portland cement concrete shall be cured in conformance with the manufacturer's printed recommendations.

END OF SECTION

SECTION 32 17 23

TRAFFIC STRIPES AND PAVEMENT MARKINGS

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment, and labor necessary to furnish and place all traffic stripes and pavement markings, which may include but is not necessarily limited to, removal of any existing striping, legends, and pavement markers; repair of damaged pavement; placement of pavement markers; placement of both thermoplastic and painted striping and marking; and all other appurtenant work, complete in place, as shown on the Drawings and as specified herein.

B. Traffic stripes and pavement marking shall conform to the provisions of Section 84 “Markings” of the Caltrans Standard Specifications, Caltrans Standard Plans and Section 84 “Traffic Stripes and Pavement Markings” of the County of Santa Clara Roads and Airports Department Standards Specifications.

1.03 RELATED SECTIONS

A. Section 32 10 00, Asphalt Pavement, Base and Surface Treatments.

B. Division 1, General Requirements.

1.04 REFERENCES

A. Federal Specifications and Standards:
1. United States Department of Transportation, Manual of Uniform Traffic Control Devices.

B. State of California, Department of Transportation (Caltrans), Standard Specifications 2024 Edition:
1. Section 15, Existing Facilities.
2. Section 82, Signs and Markers.
3. Section 84, Markings.
4. Section 94, Asphaltic Emulsions.
5. Standard Plans.

C. State of California, Department of Transportation (Caltrans), California Manual of

Uniform Traffic Control Devices (California MUTCD 2014 Edition), Part 6, Temporary Traffic Control.

1.05 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.

PART 2 - PRODUCTS

2.01 TRAFFIC STRIPES AND PAVEMENT MARKINGS

A. General: Unless otherwise noted on the Drawings, all permanent traffic stripes and pavement markings shall be thermoplastic and/or pavement markers.

B. Thermoplastic: Thermoplastic for traffic stripes and pavement markings shall conform to Section 84- 2, "Traffic Stripes and Pavement Markings," of the Caltrans Standard Specifications.

C. Paint: Paint for traffic stripes and pavement markings shall conform to Section 84-2, "Traffic Stripes and Pavement Markings," of the Caltrans Standard Specifications.

D. Pavement markers: Pavement markers shall conform to Section 81-3, "Pavement Markers," of the Caltrans Standard Specifications and as specified herein. Fire Hydrant markers shall be two-way, reflective blue markers.

2.02 ADHESIVE

A. Adhesive shall be the hot melt bituminous type conforming to Section 81-3, "Pavement Markers," of the Caltrans Standard Specifications.

PART 3 - EXECUTION

3.01 GENERAL

A. Centerline and lane lines shall be re-established the same day as they are removed by the use of temporary reflective markers placed at 24-foot maximum spacing.

B. Stop bars, crosswalks, advanced school crossing legends and arrows, shall be re-established the same day as they are removed using paint or traffic tape and shall match the width, size, and color as the removed markings unless otherwise shown on the Drawings.

C. Temporary traffic stripes and pavement markings placed on the finish lift of asphalt concrete shall be made with temporary traffic tape. Temporary traffic stripes and pavement markings placed on sub-lifts of asphalt concrete may be made with paint or traffic tape. Traffic tape will not be placed on slurry seal surfaces.

3.02 TRAFFIC STRIPES AND PAVEMENT MARKINGS INSTALLATION

A. Placement of all traffic stripes and pavement markings shall be in conformance with Section 84, "Markings," and Section 81-3, "Pavement Markers" of the Caltrans Standard Specifications, referenced Plans of the Caltrans Standard Plans, as shown on the Drawings and as specified herein.

B. All layouts must be inspected and approved by the Engineer prior to permanent placement of the traffic stripes and pavement markings. The Contractor shall notify the Engineer no later than 48 hours prior to the start of the scheduled placement.

C. Any overlap, dripping, or tracking of fresh thermoplastic or paint onto unmarked surfacing shall be removed to the satisfaction of the Engineer.

D. Thermoplastic and paint shall be placed as close as possible to existing utility structure and monument frames and covers without covering them.

E. The Contractor shall protect all fresh thermoplastic and paint and shall repair or replace all damage to traffic stripes and pavement markings caused by his failure to do so at its own expense.

F. All traffic stripes and pavement markings, new or existing, within or adjacent to the WORK limits which become defaced or damaged during the Contractor 's operations shall be replaced by the Contractor at its expense concurrently with other traffic marking operations in the immediate area. The Engineer shall be the sole judge as to which stripes or legends are defaced or damaged.

END OF SECTION

SECTION 32 31 13

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. Section Includes:
   1. Chain-link fences.
   2. Swing gates.

1.03 RELATED SECTIONS

A. NOT USED

1.04 REFERENCES

A. 2024 Caltrans Standard Plans

1.05 CONTRACTOR SUBMITTALS

A. Product Data: For each type of product.

B. Product certificate of compliance for the specified protective coating system.

C. Product certificate of compliance for posts and braces that include the information specified in ASTM F1043, section 9, “Quality Control Provisions.”

PART 2 - PRODUCTS

2.01 GENERAL

A. Galvanize or coat ferrous materials.

B. Do not use materials imperfectly galvanized or coated or with serious abrasions

C. For concrete for a metal post or brace footing or for a deadman,use:
   1. Commercial-quality aggregates and cementitious material
   2. At least 470 pounds of cementitious material per cubic yard

D. A reinforcing bar must comply with ASTM A706/A706M.

2.02 CHAIN-LINK FENCE FABRIC

A. Chain link fabric shall conform to section 80-3.02C of the 2024 Caltrans Standard Specifications.
   1. Fabric Height: 6’.

2.03 FENCE FRAMEWORK

A. Posts and braces shall conform to section 80-3.02B of the 2024 Caltrans Standard Specifications.

2.04 TENSION WIRES, HOG RINGS, TURNBUCKLES, TRUSS TIGHTENERS, TRUSS RODS, AND STRETCHER BARS AND BAR BANDS

A. Tension wires, hog rings, turn buckles, truss tighteners, truss rods, and stretcher bars and bar bands shall conform to section 80-3.02D of the 2024 Caltrans Standard Specifications.

2.05 SWING GATES

A. Swing gates shall conform to section 80-10 of the 2024 Caltrans Standard Specifications.

B. The gate leaf widths shall be 8 feet.

C. Hardware:
   1. Hinges: 360-degree inward and outward swing.
   2. Latch: Permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.
   3. Padlock and Chain.
   4. Gate Stop.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Do not begin installation before final grading is completed unless otherwise permitted by Engineer.

3.02 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.03 CHAIN-LINK FENCE INSTALLATION

A. Construct chain link fence in accordance with sections 80-1.03 and 80-3.03 of the 2024 Caltrans Standard Specifications.

B. Construct chain link gates in accordance with section 80-10.03 of the 2024 Caltrans Standard Specifications.

END OF SECTION

SECTION 32 93 11

TEMPORARY EROSION CONTROL

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. Measures to control erosion. Contractor shall install measures required for this project. In addition, all measures shall be removed at the end of the project.

1.03 RELATED SECTIONS

A. Section 02 10 00, Selective Demolition

B. Section 31 00 00, Earthwork

1.04 REFERENCES

A. NOT USED

1.05 CONTRACTOR SUBMITTALS

A. Submit product data sheets.

PART 2 - PRODUCTS

2.01 STABILIZED CONSTRUCTION ENTRANCE/EXIT

A. Except as otherwise specified, stabilized construction entrance/exit shall conform to the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (TC-1).

2.02 STABILIZED CONSTRUCTION ROAD

A. Except as otherwise specified, stabilized construction road shall conform to the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (TC-2).

2.03 FIELD INLET PROTECTION

A. Except as otherwise specified, field inlet protection shall conform to the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (SE-10).

2.04 CURB INLET PROTECTION

A. Except as otherwise specified, curb inlet protection shall conform to the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (SE-10).

2.05 SILT FENCE

A. Except as otherwise specified, silt fence shall conform to the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (SE-1).

2.06 FIBER ROLL

A. Except as otherwise specified, fiber roll shall conform to the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (SE-5).

2.07 CHECK DAMS

A. Except as otherwise specified, check dams shall conform to the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (SE-4).

2.08 HYDROSEED MIX OR HYDROMULCH

A. Except as otherwise specified, hydroseed mix or hydromulch shall conform to the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (EC-4 or EC-3).

PART 3 - EXECUTION

3.01 STABILIZED CONSTRUCTION ENTRANCE/EXIT

A. Except as otherwise specified, stabilized construction entrance/exit shall conform to plan sheets C-011 through C-013 of the Drawings and the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (TC-1).

3.02 STABILIZED CONSTRUCTION ROAD

A. Except as otherwise specified, stabilized construction road shall conform to plan sheets C-011 through C-013 of the Drawings and the current edition of the California

Stormwater Quality Association Stormwater BMP Construction Handbook (TC-2).

3.03 FIELD INLET PROTECTION

A. Except as otherwise specified, temporary drainage inlet protection shall conform to plan sheets C-011 through C-013 of the Drawings and the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (SE-10).

3.04 CURB INLET PROTECTION

A. Except as otherwise specified, curb drainage inlet protection shall conform to plan sheets C-011 through C-013 of the Drawings and the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (SE-10).

3.05 SILT FENCE

A. Except as otherwise specified, silt fence shall conform to plan sheets C-011 through C-013 of the Drawings and the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (SE-1).

3.06 FIBER ROLL

A. Except as otherwise specified, fiber roll shall conform to plan sheets C-011 through C-013 of the Drawings and the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (SE-5).

3.07 CHECK DAMS

A. Except as otherwise specified, check dams shall conform to plan sheets C-011 through C-013 of the Drawings and the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (SE-4).

3.08 HYDROSEED MIX OR HYDROMULCH

A. Except as otherwise specified, hydroseed mix or hydromulch shall conform to plan sheets C-011 through C-013 of the Drawings and the current edition of the California Stormwater Quality Association Stormwater BMP Construction Handbook (EC-4 or EC-5).

END OF SECTION

SECTION 33 05 26

PIPING IDENTIFICATION SYSTEMS

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment, and labor necessary to furnish work, mark, and install identification devices for piping, valves, and appurtenances using warning tape, buried wire, color codes, lettering, and related permanent identification devices as required and as specified herein.

1.03 RELATED SECTIONS

A. Division 1, General Requirements.

1.04 REFERENCES

A. Commercial Standards
1. ANSI A13.1, Scheme for the Identification of Piping Systems

1.05 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.

PART 2 - PRODUCTS

2.01 IDENTIFICATION OF BURIED PIPING

A. Identification of all buried pressure pipe shall be accomplished by color-coded warning tape consisting of a minimum of 2 inch wide plastic tape with lettering giving a warning and a description of the pipe function (for example: “WARNING, WATER LINE BURIED BELOW”). For pipe diameters larger than 12 inches the warning tape shall be a minimum 6 inch wide. Identification color codes shall be as listed in the IDENTIFICATION SCHEDULE in PART 3 – “Execution” of this Section.

B. Warning Tape manufacturer shall be THOR ENTERPRISES, CALPICO, or equal.

C. In addition, for all non-metallic buried pressure pipe systems a No. 10 A.W.G UF

Insulated solid copper wire shall be attached to the pipeline.

D. Tape to hold the wire in place shall be pipe wrap tape, 2 inches wide, 10 mil.

2.02 RECYCLED WATER SIGNING

A. All identification tags and stickers shall be per the South Bay Water Recycling Standard On-Site Notes and Details.

B. Paint manufacturers and colors shall be per the South Bay Water Recycling Standard On-Site Notes and Details.

PART 3 - EXECUTION

3.01 WARNING TAPE

A. Warning tape shall be installed with all buried pressure piping. The tape shall be placed directly at the top of the Pipe Zone

3.02 COPPER WIRE

A. Buried non-metallic pressure pipelines for potable/recycled water systems and irrigation mains shall be provided with a No. 10 A.W.G. Insulated copper wire laid along the top of the pipe. On main line installations the wire shall be held in place with ties or tape spaced not more than 10 feet apart. On service laterals the wire shall be wrapped around the pipe. At all buried valves installe copper tracer wire on the outside of the polyvinyl chlorite valve sleeve to a notch cut out at the top of the valve sleeve.

END OF SECTION

SECTION 33 11 00

PIPING, GENERAL

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment, and labor necessary to furnish and install all piping systems as shown on the Drawings and as specified herein. Each system shall be complete with all necessary fittings, hangers, supports, anchors, expansion joints, flexible connectors, valves, accessories, insulation, lining and coating, testing, disinfection, excavation, backfill and encasement, to provide a functional installation.

B. The piping shown is intended to define the general layout, configuration, routing, method of support, pipe size, and pipe type. It is the Contractor 's responsibility to develop the details necessary to construct all mechanical piping systems, to accommodate the specific equipment provided, and to provide and install all spools, spacers, adapters, connectors, and appurtenances, for a complete and functional system.

C. All pipe grades and elevations shown the Drawings are the pipe flow-line.

1.03 RELATED SECTIONS

A. Section 09 90 00, Corrosion Protection

B. Section 31 23 00, Utility Earthwork.

C. Section 33 13 00, Pressure Pipeline Testing and Disinfection.

D. Section 03 30 50, Utility Cast-In-Place Concrete.

E. Section 33 05 26, Piping Identification Systems.

F. Section 33 12 00, Miscellaneous Piping, Valves, Fittings, and Appurtenances.

G. Division 1, General Requirements.

H. Division 2 and 5, Pipe Sections as applicable.

1.04 REFERENCES

A. Commercial Standards:
1. ANSI/ASME B1.20.1, Pipe Threads, General Purpose (inch).
2. ANSI B16.5, Pipe Flanges and Flagged Fittings, Steel Nickel Alloy and Other Special Alloys.
3. ANSI B31.1, ASME Code for Pressure Piping.
4. ANSI/AWS D1.1, Structural Welding Code.
5. ASTM A 307, Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile for Strength.
6. ASTM A 325, Specification for Structural Bolts, Heat Treated 120/105 ksi Minimum Tensile Strength.
7. ASTM C 564, Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.
8. ASTM D 792, Test Methods for Specific Gravity (Relative Density) and Density of Plastics by Displacement.
9. ASTM D 2000, Classification System for Rubber Products in Automotive Applications.
10. AWWA C207, Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 In. Through 144 In.
11. AWWA C606, Standard for Grooved and Shouldered Joints.
12. AWWA Manual M-11, Restrained Joint Harness.

1.05 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.

B. The Contractor shall submit complete shop drawings and certificates, and test reports, for all products and materials proposed to be used for all piping systems. The shop drawings shall include all necessary dimensions and details on pipe joints, fittings, fitting specials, valves, appurtenances, design calculations, and material lists. The submittals shall include detailed layout, spool, or fabrication drawings which show all pipe spools, spacers, adapters, connectors, fittings, and pipe supports necessary to accommodate the equipment and valves provided in a complete and functional system.

C. All expenses incurred in making samples for certification of tests shall be borne by the Contractor.

D. The Contractor shall submit copies of welder's certificates to the Engineer.

1.06 QUALITY ASSURANCE

A. General: All pipe shall be subject to inspection at the place of manufacture. During the manufacture of the pipe, the Engineer shall be given access to all areas where manufacturing is in progress and shall be permitted to make all inspections necessary to confirm compliance with the Specifications.

B. Tests: Except where otherwise specified, all materials used in the manufacture of the pipe shall be tested in accordance with the applicable Specifications and Standards. The Contractor shall assure tests are performed at no additional cost to the City or County.

C. Welding Requirements: Certificates of Compliance shall be supplied by the pipe fabricator for all welding procedures used to fabricate pipe and welding procedures shall be prequalified under the provisions of ANSI/AWS D1.1.

D. Welder Qualifications: All welding shall be done by skilled welders, welding operators, and tackers who have had adequate experience in the methods and materials to be used. Welders shall be qualified under the provisions of ANSI/AWS D1.1 by an independent, local, approved testing agency not more than 6 months prior to commencing work on the pipeline. The Contractor shall furnish all material and bear the expense of qualifying welders.

1.07 MANUFACTURER'S SERVICE REPRESENTATIVE

A. Where the assistance of a manufacturer's service representative is required, in order to obtain compliance for pipe fabrication and installation, the Contractor shall furnish such assistance at no additional cost to the CITY.

1.08 MATERIAL DELIVERY, STORAGE, AND PROTECTION

A. All piping materials, fittings, valves, and accessories shall be delivered in a clean and undamaged condition and stored off the ground, to provide protection against oxidation caused by ground contact. All defective or damaged materials shall be replaced with new materials.

1.09 CLEANUP

A. After completion of the work, all remaining pipe cuttings, joining and wrapping materials, and all other debris, shall be removed from the site. The entire piping system shall be left in a clean and functional condition.

PART 2 - PRODUCTS

2.01 GENERAL

A. Miscellaneous Pipes: Miscellaneous pipes and fittings shall be in accordance with the requirements of Section 33 12 00, "Miscellaneous Piping, Valves, Fittings, and Appurtenances" and as specified herein.

B. Pressure Rating: All piping systems shall be designed for the maximum expected pressure and test pressure as defined in Section 33 13 00, "Pressure Pipeline Testing and Disinfection," or as shown on the piping schedule.

2.02 THREADED INSULATING CONNECTIONS

A. General: Threaded insulating bushings, unions, or couplings, as appropriate, shall be used for joining threaded pipes of dissimilar metals and for piping systems where corrosion control and cathodic protection are involved.

B. Materials: Threaded insulating connections shall be of nylon, Teflon, polycarbonate, polyethylene, or other non-conductive materials, and shall have ratings and properties to suit the service and loading conditions.

2.03 COUPLINGS

A. Cast Couplings/Transition Couplings: Flexible couplings for 4 inch through 12 inch pipe shall be ductile iron or steel, with ductile iron followers and Buna N gaskets, APAC Style 341, Ford FC1 or FC3, or equal. Cast transition couplings shall be APAC Style 335, Ford FL2A, or equal. The couplings shall have the manufacturer's factory fusion bonded epoxy coating and lining, and Type 304 stainless steel bolts and nuts.

B. Rigid PVC Coupling: Rigid couplings for 4 inch through 12 inch pipe shall be PVC High Deflection Stop Couplings and Closure couplings, Certain Teed C900 HD Stop and Closure Coupling, or equal.

C. Sleeve-Type Couplings

1. Construction: Sleeve-type couplings shall be provided for pipe 14 inch and larger, steel with steel bolts, without pipe stop, and shall be of sizes to fit the pipe and fittings shown. The middle ring shall be not less than 1/4 inch in thickness and shall be either 5 or 7 inches long for standard steel couplings, and 16 inches long for long-sleeve couplings. The followers shall be single-piece contoured mill section welded and cold-expanded as required for the middle rings. They shall be of sufficient strength to accommodate the number of bolts necessary to obtain adequate gasket pressures without excessive rolling. The shape of the follower shall be of such design as to provide positive confinement of the gasket. Bolts and nuts shall conform to the requirements of Section 05 50 00, "Miscellaneous Metals." Buried sleeve-type couplings shall be epoxy-coated at the factory.
2. Pipe Preparation: The ends of the pipe, where specified or shown, shall be prepared for flexible couplings. Plain ends for use with couplings shall be smooth and round for a distance of 12 inches from the ends of the pipe, except for AC pipe, with outside diameter not more than 1/64 inch smaller than the nominal outside diameter of the pipe. For connections to existing AC pipe the tolerances will be established by the Engineer. The middle ring shall be tested by cold- expanding a minimum of one percent beyond the yield point, to proof-test the weld to the strength of the parent metal. The weld of the middle ring shall be subjected to air test for porosity.
3. Gaskets: Gaskets for sleeve-type couplings shall be rubber-compound material that will not deteriorate from age or exposure to air under normal storage or use conditions. Gaskets for wastewater and sewerage applications shall be Buna "N," grade 60, or equivalent suitable elastomer. The rubber in the gasket shall meet the following specifications:
   a. Color - Jet Black.

b. Surface - Non-blooming.
c. Durometer Hardness - 74 +/- 5.
d. Tensile Strength - 1000 psi Minimum.
e. Elongation - 175 percent Minimum.

4. Flexibility Joints: Where harnesses are required for flexible sleeve-type couplings, they shall be in conformance with the Drawings. Hardware shall be stainless steel in conformance with Section 05 50 00, “Miscellaneous Metals.”
5. Repair Clamps: Repair clamps shall be full circle repair clamps, APAC Series 431, 432, and 433; Ford F1, F2, or F3; or equal, with ductile iron lugs and Type 304 stainless steel bands, rubber gasket, and T-Head stainless steel bolts and nuts. The repair clamp shall have the manufacturer's standard coatings and linings for the appropriate service use.
6. Mechanical Compression Joints: Mechanical compression joints shall have a synthetic SBR rubber body conforming to ASTM C 564 and shall have Type 302 stainless steel bands and clamps. They shall be manufactured by Calder Couplings, Fernco, or equal.

2.04 PIPE THREADS

A. All pipe threads shall be in accordance with ANSI/ASME B1.20.

2.05 PRESSURE GAUGES

A. Pressure gauges shall be provided on each side of pressure reducing valves, and where shown on the Drawings.

B. Gauges shall be industrial quality type with stainless steel movement and stainless steel or alloy case, unless otherwise shown or specified, gauges shall have a 4-inch dial, 1/4 threaded connection, a Type 316 stainless steel snubber adapter, and a shut-off valve.

C. Manufacturers or Equal:
1. Ashcroft Industrial Instruments (Dresser)
2. Foxboro/Jordan, Inc.
3. Duro Instrument, Corp., Series 100

2.06 PIPE INSULATION

A. By-pass piping and appurtenances on Class 3, 4, 5, and 6 Fire Service Installations shall be insulated.

B. Insulation shall be a prefabricated foam insulation material with an all-purpose jacket. The minimum insulation thickness shall be 2-inches. The insulation shall be Polycell Insulating Foam, or equal.

C. The insulation shall be wrapped with a 2-inch wide minimum, 10 mil black pipe tape.

2.07 RUBBER LINK SEALS

A. Rubber link seals shall be modular rubber sealing elements, with non-metallic pressure plates and galvanized folds, Thunderline "Link Seals," O-Z Electrical "Thruwall" and "Floor Seals," or equal.

2.08 FLANGED COUPLING ADAPTORS

A. Flanged coupling adapters for pressure reducing stations shall be factory fusion bonded epoxy Ford FFCA or FFCA-1, APAC 201 or 221, or equal. Nuts and bolts shall be for ductile iron pipe.

PART 3 - EXECUTION

3.01 GENERAL

A. All pipes, fittings, and appurtenances shall be installed in conformance with the requirements of the applicable Sections of Divisions 2 and 15 and with the manufacturer's printed recommendations.

B. Where the grade or alignment of the pipe is obstructed by existing utilities and structures such as conduits, ducts, pipes, maintenance holes, or other utility facilities, the obstruction shall be permanently supported, relocated, removed, or reconstructed by the Contractor in conformance with the requirements and approval of the owners of such utilities and structures.

C. All pipe shall be stockpiled and stored in conformance with the manufacturer's printed recommendations.

D. Fill Material or Trench Support: Overexcavation fill material, bedding, and trench subgrade shall be compacted as specified in Section 31 23 00, "Utility Earthwork," and graded to provide a uniform and continuous support beneath the pipe at all points.

E. Backflow preventers shall be installed in accordance with the manufacturer's requirements and City of Milpitas Standard Drawing No. 730, and as shown on the plans .

F. Backflow preventers shall be installed with a concrete pad that is 4" thick. The width of the pad shall be determined in accordance with City of Milpitas Standard Drawing No. 734 and the length as determined after installation of the backflow device.

G. Post indicator valves shall be installed in accordance with the manufacturer's requirements and as shown on the plans.

H. Fire department connections shall be installed in accordance with the manufacturer's requirements and as shown on the plans.

END OF SECTION

SECTION 33 11 01

SOUTH BAY RECYCLED WATER UTILITY DISTRIBUTION PIPING

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.1 DESCRIPTION OF WORK

B. Related Sections.

C. References.

D. Submittals.

E. Submittals for Closeout.

F. Site Conditions.

G. Buried Pipe and Fitting.

H. Valves.

I. Concrete for Thrust Blocks.

J. Miscellaneous Metal.

K. Maintaining Water Services.

L. Installation.

M. Dual Plumbed Systems

N. Field Quality Control.

O. Tests.

P. Connections to Existing Mains.

1.02 RELATED SECTIONS

A. Section 09 90 00, Corrosion Protection

B. Section 31 23 00, Utility Earthwork.

C. Section 33 05 26, Piping Identification Systems

D. Section 33 11 00, Piping, General

E. Section 33 12 00, Miscellaneous Piping, Valves, Fittings and Appurtenances

1.03 REFERENCES

A. ASTM International (ASTM):
1. ASTM A126, Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
2. ASTM A197/A197M, Standard Specification for Cupola Malleable Iron.
3. ASTM A307, Standard Specification for Carbon Steel Bolts, Studs and Threaded Rods, 60,000 PSI Tensile Strength.
4. ASTM F477, Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

B. American Water Works Association (AWWA):
1. AWWA C500, Metal-Seated Gate Valves for Water Supply Service.
2. AWWA C207, Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 inch through 144 inch.
3. AWWA C 800, Standard for Underground Service Line Valves and Fittings.
4. AWWA Manual M 11, Steel Pipe - A Guide for Design and Installation.

C. Underwriters Laboratories (UL):
1. UL 246, Standard for Safety Hydrants for Fire-Protection Service.

D. Manufacturer’s Standardization Society (MSS):
1. MSS SP-70, Gray Iron Gate Valves, Flanged and Threaded Ends.
2. MSS SP-80, Bronze Gate, Globe Angle, and Check Valves.
3. MSS SP-85, Gray Iron Globe and Angle Valves, Flanged and Threaded Ends.

E. California Code of Regulations (CCR):
1. CCR Title 24, Part 5, California Plumbing Code (CPC).

F. South Bay Water Recycling (SBWR) Standard Details.

G. California Division of Drinking Water Requirements.

1.04 CONTRACTOR SUBMITTALS

A. Submit the respective manufacturer’s product data for manufactured materials and equipment, including all valves and fire hydrants.

B. Submit Shop Drawings showing piping layout and pipes, valves, hydrants, and locations of tie-ins, buttresses, and thrust blocks.

C. When required, submit a Separation Variance Waiver to California Division of Drinking Water.

D. Record Drawings: Record actual locations of piping mains, valves, connections, and invert elevations based on surveyed locations and based on redlines provided by the Contractor.

1.05 SITE CONDITIONS

A. Excavations in which products will be buried must be dry.

B. Coordinate the installation of the water supply system with the jurisdictional water Utility Owner.

C. The jurisdictional water Utility Owner must provide water services to the water meters' points of connection for station facilities and landscape irrigation systems, and modifications to existing water mains, as shown in the Final Design. Contractor is responsible for making all such arrangements.

PART 2 - PRODUCTS

2.01 BURIED PIPE AND FITTINGS

A. Portland Cement Concrete
1. Portland Cement Concrete shall conform to all applicable provisions of Caltrans Standard Specifications, Section 90. The class of concrete shall be as designated in the City's Standard Drawings or as approved by the City Engineer

2.02 DUCTILE IRON (DI) PIPE

A. DI pipe shall conform to the requirements of the "Standard Specifications for DI Pipe" (AWWA C100) and be Class 350.

B. Provide identification of all buried recycled water pipe by one of the following methods:
1. Using purple colored PVC pipe with continuous wording: "Caution-Recycled Water" printed on opposite sides of the pipe; pipe shall be laid with wording facing upwards.
2. Reflective warning tape with a minimum width of 3 inches reading: "Caution-Recycled Water" in black or white lettering on purple background.

2.03 GATE VALVES

A. Gate Valves shall be Mueller gate valve #A2370-24 or #A2370-34 with operating nut, or approved equal.

B. Valves shall be of the size indicated on the plans.

C. The position of the valves shall be vertical.

D. The direction for opening of valves shall be counterclockwise.

E. An adjustable valve box of the type shown on Standard Drawing 702 shall be installed for each valve. The word "water" shall be marked on the cover. All valve boxes shall have full 8-inch inside diameter.

2.04 CONCRETE FOR THRUST BLOCKS

A. Provide Class 3000, 1-inch aggregate concrete for all thrust blocks.

2.05 AIR RELEASE VALVES

A. Appropriate air release valves, in accordance with Standard Drawing 738, shall be installed at all high points of mains that could trap air. Fire hydrants may not be used in lieu of air release valves at high points.

2.06 EXPANSION JOINTS

A. Expansion joints shall be an 8” EBBA Iron Force Balanced Flex-Tend or approved equal.

2.07 PIPE FLANGES

A. Flanges: Where the design pressure is up to a maximum of 275 psi, flanges shall conform to either AWWA C207 Class E or ANSI B16.5 for 150-pound flanges. Flanges shall have flat faces and shall be attached with bolt holes straddling the vertical axis of the pipe unless otherwise shown. Attachment of the flanges to the pipe shall conform to the applicable requirements of AWWA C207. Flanges for miscellaneous pipes shall be in accordance with the appropriate Specification Sections for these pipes.

B. Flange Coating: All machined faces of metal blind flanges and pipe flanges shall be coated with a temporary rust-inhibitive coating to protect the metal until the installation is completed.

C. Flange Bolts: All bolts and nuts shall conform to Section 05 50 00, "Miscellaneous Metals." Studs and bolts shall extend through the nuts a minimum of 1/4 inch. All-thread studs shall be used on all valve flange connections where space restrictions preclude the use of regular bolts.

D. Flange Gaskets: Gaskets for flanged joints shall be full-faced, 1/16 inch thick compressed sheets of aramid fiber base, with nitrile binder and non-stick coating, suitable for temperatures to 700 degrees F, a pH of one to 11, and pressures to 1000 psig. Drop-in gaskets shall be 1/4 inch smaller than the inside edge of the bolt holes. Ring gaskets will not be allowed.

2.08 MISCELLANEOUS METAL

A. Tie Rods: Provide Type 316 stainless steel tie rods, with ANSI standard threads, and bolts threaded onto both ends. Tie rods must be minimum 1/2-inch-diameter for 4-inch-diameter pipe, minimum 5/8-inch-diameter for 6-inch- and 8-inch-diameter pipe, and minimum 3/4-inch-diameter for 12-inch-diameter and larger pipe.

B. Rod Couplings: Provide malleable iron rod couplings that conform to ASTM A197/A197M with a turnbuckle design, and female-threaded to mate with the tie rods. The 5/8-inch-diameter and 3/4-inch-diameter sizes must mate with both rods and mechanical joint bolts.

C. Pipe Clamps: For pipes 4 inches in diameter and larger, provide pipe clamps with malleable iron rod sockets. Provide washers in lieu of rod sockets where Approved by the City; the washers must conform with ASTM A126, Class A and be made of cast iron. Bolts and the bolting process must conform with ASTM A307.

PART 3 - EXECUTION

3.01 MAINTAINING WATER SERVICES

A. Maintain water service and conduct operations at times selected to minimize the duration and inconvenience of service interruption.

B. At least 24 hours prior to the required cutting or abandoning of an existing water main, notify the jurisdictional water Utility Owner, and obtain the water Utility Owner's approval of the schedule. Actual cutting or abandoning of an existing water main must be performed by Contractor after receiving approval from the Utility Owner.

C. Where the existing water main or service must be cut for connection to new piping, the Work must be performed by Contractor. Initial Work must include digging test-pits of all connection (tie-in) points to verify the true location of existing piping.

D. Water valves that are in service must be operated only by personnel of the jurisdictional water Utility Owner.

E. Except as otherwise specified herein, construction methods must be in accordance with the applicable provisions of the jurisdictional water Utility Owner's standard drawings and specifications.

3.02 INSTALLATION

A. No cross-connections between the recycled water system and any other water systems are permitted.

B. Installation of direct injection systems on the recycled water irrigation system is not permitted.

C. Maintain a 10-foot horizontal separation between buried pressurized recycled water irrigation piping and buried potable water piping unless otherwise noted. At pipe crossings, buried pressurized recycled water irrigation piping must be 12 inches below potable water lines. Pressurized recycled water pipelines are allowed over potable water pipelines with a minimum of 12 inches vertical separation if a full standard pipe length centered over the crossing, or the recycled water pipeline is installed in a pipe sleeve which extends a minimum of 10 feet on either side of the potable water piping. Intermittently pressurized irrigation laterals may be located a minimum of 12 inches above potable water pipelines without sleeving. See SBWR standard detail RW-RNR1.

D. All recycled water system remote control valves, isolation valves, quick coupling valves, strainers, and pressure reducing valves shall be installed below grade in valve boxes. Lids shall permanently read “RECYCLED WATER”. Green or purple-colored plastic boxes and lids, and concrete boxes with concrete or metal lids are acceptable. For plastic box lids, lettering shall be imprinted on lid or applied using a nameplate attached onto the lid with rivets, screws, or bolts. For concrete lids, lettering shall be imprinted on lid from factory. For cast iron and metal checker plate lids, lettering must e bead-welded or permanently stamped onto lid. See SBWR standard detail RW-34.

E. Quick coupling valves shall have purple covers and shall be per SBWR standard details. See SBWR standard detail RW-22.

F. No hose bibs allowed on the recycled water irrigation system. Any exterior hose bibs served with potable water must be labeled per SBWR standard details.

G. All recycled water meters, devices, and valves – e.g., isolation valves, flow sensors, etc. -shall be tagged. See SBWR standard detail RW-37.

H. Label all potable water meters and above ground potable water pipes/devices (backflow preventers, hose bibs, etc.) with tags or label reading: “POTABLE WATER” in black letters on blue background, per SBWR details.

I. All recycled water irrigation systems shall have the following (see SBWR standard detail RW-38):
   1. A swing check valve installed as close as practicable to the recycled water meter box (unless otherwise directed by SBWR).
   2. A wye strainer (with a 20-mesh or finer screen) installed immediately downstream of the swing check valve (if no swing check valve required, then as close as practicable to the recycled water meter box).
   3. A pressure reducing valve installed immediately downstream of the strainer (unless otherwise directed by SBWR).
   4. These components shall be installed with isolation valves to facilitate maintenance.

J. Recycled water advisory signs shall be per SBWR standard details and shall be posted per locations shown on irrigation plans. See SBWR standard detail RW-36.

K. No drinking fountains or eating areas allowed in the approved recycled water use area unless adequately protected from overspray.

L. No overspray or runoff of recycled water is allowed on any non-approved use area. Ponding of recycled water due to irrigation is not allowed in any area. Upon receiving recycled water, the recycled water irrigation system must pass a coverage test performance by a retailer inspector.

M. Installation Requirements:

1. Excavate pipe trenches in accordance with Section 33 05 28, Trenching and Backfilling for Utilities. Hand-trim the bottom of each trench to approximately 6 inches below the pipe invert.
2. The top of each pipe to the finished grade must be minimum 36 inches unless otherwise shown in the Final Design or Approved by the City.
3. The minimum depth from the top of each pipe to the subgrade must be 18 inches without a concrete cap, unless otherwise Approved by the City.
4. All on-site recycled water pipe shall be buried to a minimum depth (See SBWR standard detail RW-RNR1) from finished grade to top of pipe (minimum cover) of:
   a. Pressurized lines 3 inches and larger 24 inches
   b. Pressurized lines 2 1/2 inches and smaller 18 inches
5. Place bedding material that meets the requirements of Section 33 23 00 Utility Earthwork level along the trench bottom in one continuous layer not exceeding 8 inches in compacted depth. Compact the bedding to 95 percent relative density.
6. Backfill around the sides and to 6 inches above each pipe with cover fill. Tamp the fill in place and compact it to 95 percent relative density.
7. Test the pipe distribution system and place tracer wire on top of each pipe as specified herein prior to covering the pipe. Backfill each trench in accordance with Section 3 23 00 Utility Earthwork.
8. Maintain the optimum moisture content of the bedding material to attain the required compaction density.
9. Provide concrete thrust blocks for elbows, tees, valves, and buried piping appurtenances. Thrust blocks must be constructed as shown in the Final Design and in accordance with AWWA requirements.
10. Install piping true to line and grade, and support and guide it to ensure alignment under all conditions.
11. Install pipe to allow for expansion and contraction without stressing the pipe or joints.
12. Install unions at each valve connection on both sides of each valve.
13. Make changes in line with fittings. Do not spring joints to effect a change of direction.
14. Do not field-cut pipe unless absolutely necessary. Make any necessary cuts using equipment designed for the purpose, ensuring a smooth and square end.
15. For connections to existing pipe, provide new pipe with suitable ends or adapters, after verifying the size and type of the existing pipe.
16. Install tie rods and pipe clamps at every joint fitting and valve.

N. Couplings: Pipe couplings shall be installed in strict accordance with the manufacturer's printed recommendations, using the correct style coupling and gasket as appropriate.

O. Gaskets for Flanged Joints: Gaskets shall be in accordance with the requirements of Section 33 11 00, "Piping, General."

P. Insulating Connections: All insulating connections shall be installed in accordance with manufacturer's printed instructions and Section 33 11 00 "Piping, General." Care shall be exercised to prevent damage to insulating fittings while making up the joints.

Q. Valves:
1. Install valves in accordance with the valve manufacturer’s installation instructions.
2. Where valves are provided by the jurisdictional water Utility Owner, provide suitable access for them to perform their Work.
3. Where necessary, alter the typical valve manhole to suit actual conditions. Any alterations in valve manholes must be operable from the street level. All operator nuts must be plumb to the valve manholes.
4. Set valves on solid bearings.
5. Center and plumb valve boxes over valves. Set box covers flush with finished grade.

R. Thrust Blocks and Harnessing:
1. Account for counteracting thrust caused by static and dynamic forces, including water hammer at bends, tees, reducers, valves, and dead-ends by installing harnessing as shown in the Final Design or as required. For other methods, submit details to the jurisdictional water Utility Owner for their approval prior to use.
2. All recycled water pipe other than PVC pipe with solvent welded joints shall be protected against movement with thrust blocks or restrained joints or other approved methods per SBWR details.

S. If warning tape is to be used, provide reflective warning tape running continuously on top of pipe and shall be attached to pipe with plastic tape banded around the warning tape and the pipe every 5 feet on center.

T. Recycled Water Service Connections: Provide recycled water service connections, where necessary, in accordance with the California Plumbing Code, the installation instructions of the service pipe and fitting manufacturer, and the utility company requirements. Include a reduced-pressure back-flow preventer and water meter with bypass valves.

U. Acceptance Requirements: Pipe ends must be capped or plugged after pipe installation. Do not bury any piping before it is inspected and tested.

3.03 FIELD QUALITY CONTROL

A. Compaction testing of related earthwork must be performed in accordance with the applicable requirements of Section 31 00 00, Earthwork.

B. If tests indicate the Work does not meet specified requirements, remove such Work, replace, and retest at no additional cost to the City.

3.04 TESTS

A. Protection from Flooding: Provide positive measures to protect exposed, installed pipe and compacted pipe bedding from flooding during testing.

B. Notice of Testing:
1. Give the jurisdictional water Utility Owner notice of the intention to test as required and at least 48 hours before conducting tests. The jurisdictional water Utility Owner will furnish, install, and operate pumps, gages, meters, and individual pipe connections to test openings.
2. Designate the largest sections feasible for testing and sterilizing. Testing and sterilizing must be performed by Contractor at Contractor's expense.

C. Testing Requirements:
1. General:
   a. Prior to backfilling, isolate the system using City-Accepted valves, caps and plugs, or other permitted methods.
   b. Maintain such isolation throughout the leakage and pressure testing.
   c. Where valves are used for isolation, eliminate leakage through such valves if it occurs. Maintain new Work isolated from existing water mains, except for test connections, until testing and sterilization have been completed.
2. Hydrostatic Tests:
   a. For hydrostatic tests, provide City-Accepted caps and plugs in the sections that will be tested, and remove them after testing.
   b. Prevent leakage in pipes and fittings at openings. Temporarily block plugged and capped ends to prevent displacement.
   c. Install the water source connection for testing the isolated section. The City may permit the use of a tap furnished and installed by the Utility Owner.
   d. Provide labor and materials required for leakage testing, including excavation for installation and removal of pumps, gages, meters, and water source connections.
   e. Where leakage exceeds the jurisdictional water Utility Owner's standards, perform necessary corrective measures.
   f. Perform hydrostatic tests in accordance with the jurisdictional water Utility Owner's requirements. All such tests must be witnessed by the jurisdictional water Utility Owner's representative. Contractor is responsible for making all such arrangements.
   g. Remove and replace defective pipes, joints, fittings, valves, and other appurtenances. Reset such items if displaced.

D. Testing and Flushing of the Recycled Water System: Test the recycled water system hydrostatically in sections to a pressure of at least 150 psi for no less than 15 minutes, witnessed by the City. Pressure-test the pipe before burial. Repair any leaks and retest the system until the system is leak-free.
   1. Lines must be fully flushed.
   2. Lines must be hydrostatically tested.
   3. Lines must be fully disinfected.

3.05 CONNECTIONS TO EXISTING MAINS

A. Following testing, new recycled water distribution lines must be connected to existing mains as shown in the Final Design. Each connection must be made at a time and in a manner that will result in the least interruption of service.

B. All connections involving a shutdown of the jurisdictional water utility's existing facilities must be made under the immediate supervision of the jurisdictional water Utility Owner. No member of Contractor's forces may operate any valve controlling the flow of water in the water utility's existing system.

C. Contractor must provide tie-ins to the existing system at a time that is convenient to jurisdictional water Utility Owner, which may be in the evenings and on weekends.

END OF SECTION

SECTION 33 12 00

MISCELLANEOUS PIPING, VALVES, FITTINGS, AND APPURTENANCES

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment, and labor necessary to furnish and install all exposed and buried piping, complete, including but not necessarily limited to small steel pipe, small valves, red brass pipe, copper tubing, solvent-welded PVC pipe, fittings, gaskets, bolts, insulating connections, and all such other specialties as required for a complete and operable piping system, as shown on the Drawings and as specified herein.

1.03 RELATED SECTIONS

A. Section 05 50 00, Miscellaneous Metals.

B. Section 09 90 00, Corrosion Protection

C. Section 33 05 26, Piping Identification Systems.

1.04 REFERENCES

A. Commercial Standards
1. ANSI B16.22, Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
2. ANSI/ASME B16.3, Malleable Iron Threaded Fittings, Classes 150 and 300.
3. ANSI/ASME B16.15, Cast Bronze Threaded Fittings, Classes 125 and 250.
4. ASTM A 53, Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless.
5. ASTM A 106, Specification for Seamless Carbon Steel Pipe for High-Temperature Service.
6. ASTM A 325, Specification for Structural Bolts, Steel, Heat-Treated, 120/105 ksi minimum tensile strength.
7. ASTM B 43, Specification for Seamless Red Brass Pipe, Standard Sizes.
8. ASTM B 62, Specification for Composition Bronze or Ounce Metal Castings.
9. ASTM B 88, Specification for Seamless Copper Water Tube.
10. ASTM D 1785, Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.

11. AWWA C207, Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 inch through 144 inch.
12. AWWA C 800, Standard for Underground Service Line Valves and Fittings.
13. AWWA Manual M 11, Steel Pipe - A Guide for Design and Installation.

1.05 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.
   1. Manufacturers product specifications and performance details shall be provided for all products and materials proposed to be used under this Section.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT CONCRETE

A. Portland Cement Concrete shall conform to all applicable provisions of Caltrans Standard Specifications, Section 90. The class of concrete shall be as designated in the City's Standard Drawings or as approved by the City Engineer

2.02 DUCTILE IRON (DI) PIPE

A. DI pipe shall conform to the requirements of the "Standard Specifications for DI Pipe" (AWWA C100) and have a minimum thickness class of 350.

2.03 COPPER TUBING

A. Copper tubing shall conform to the requirements of ASTM B 88 and shall be Type K, soft temper, joint free, for buried tubing; and hard-drawn joint free, for above-ground applications. All fittings connecting copper tubing shall be compression fittings.

2.04 PVC (POLYVINYL CHLORIDE) PRESSURE PIPE, SOLVENT-WELDED

A. PVC pipe shall conform to the requirements of the "Standard Specifications for PVC Pipe" (AWWA C900) and have a minimum pressure Class 150 and dimension ratio of 14. Joints and fittings shall be of the same material as the pipe and shall be solvent-welded construction.

2.05 FITTINGS

A. Fittings shall conform to the main's wall thickness, manufacturing process and water pressure requirements of AWWA Specifications.

2.06 GATE VALVES

A. Valves shall be Mueller gate valve #A2370-24 or #A2370-34 with operating nut, or approved equal. Hydrant valves shall be Mueller #A2370-26, or approved equal.

B. Valves shall be of the size indicated on the plans.

C. The position of the valves shall be vertical.

D. The direction for opening of valves shall be counterclockwise.

E. An adjustable valve box of the type shown on Standard Drawing 702 shall be installed for each valve. The word "water" shall be marked on the cover. All valve boxes shall have full 8-inch inside diameter.

2.07 FIRE HYDRANTS

A. Fire hydrants assemblies shall be a Type “A” Clow 900 series or approved equal per Standard Drawing No. 742.

B. The two and one-half inch (2-1/2") outlet shall have National Standard Hose Threads. The steamer outlet shall be four inches (4") and shall have California Standard Hose Threads.

C. Fire hydrants shall be given three (3) coats of yellow enamel, in compliance with Federal Color Specification TT-C-595, Color No. 1305. Paint shall be heavy duty synthetic plastic industrial enamel.

2.08 AIR RELEASE VALVES

A. Appropriate air release valves, in accordance with Standard Drawing 740, shall be installed at all high points of mains that could trap air. Fire hydrants may not be used in lieu of air release valves at high points.

2.09 EXPANSION JOINTS

A. Expansion joints shall be a 12” EBBA Iron Force Balanced Flex-Tend or approved equal.

2.10 PIPE FLANGES

A. Flanges: Where the design pressure is up to a maximum of 275 psi, flanges shall conform to either AWWA C207 Class E or ANSI B16.5 for 150-pound flanges. Flanges shall have flat faces and shall be attached with bolt holes straddling the vertical axis of the pipe unless otherwise shown. Attachment of the flanges to the pipe shall conform to the applicable requirements of AWWA C207. Flanges for miscellaneous pipes shall be in accordance with the appropriate Specification Sections for these pipes.

B. Flange Coating: All machined faces of metal blind flanges and pipe flanges shall be coated with a temporary rust-inhibitive coating to protect the metal until the installation is completed.

C. Flange Bolts: All bolts and nuts shall conform to Section 05 50 00, "Miscellaneous Metals." Studs and bolts shall extend through the nuts a minimum of 1/4 inch. All-thread studs shall be used on all valve flange connections where space restrictions preclude the use of regular bolts.

D. Flange Gaskets: Gaskets for flanged joints shall be full-faced, 1/16 inch thick compressed sheets of aramid fiber base, with nitrile binder and non-stick coating, suitable for temperatures to 700 degrees F, a pH of one to 11, and pressures to 1000 psig. Drop-in gaskets shall be 1/4 inch smaller than the inside edge of the bolt holes. Ring gaskets will not be allowed.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Plastic Pipe: PVC pipe joints shall be solvent-welded in accordance with the manufacturer's printed instructions.

B. Pipeline Laying: All pipe shall be laid true to line and grade as specified on the plans, or as directed by the City Engineer to pass existing obstructions. Before any length of pipe is laid, it shall be carefully inspected for damage or defects. No pipe, or other material, which shows damage or defects shall be placed. Pipes, valves and fittings must be carefully wiped out and cleaned, as they are being laid so that no earth or rubbish may become lodged inside. All ends, fittings or other openings shall be plugged to prevent entry of any foreign matter or water during construction. No deflection will be permitted at joints where water pipe is joined to cast iron fittings or valves. Deflections will be permitted up to the maximum allowed by the manufacturer's recommendation. Rubber ring joints shall be installed in complete compliance with the recommendations of the manufacturer.

C. Thrust blocks: Thrust blocks and anchor blocks shall conform to Standard Drawings 702, 704, 706 and 742 or as directed by the City Engineer

D. Couplings: Pipe couplings shall be installed in strict accordance with the manufacturer's printed recommendations, using the correct style coupling and gasket as appropriate.

E. Gaskets for Flanged Joints: Gaskets shall be in accordance with the requirements of Section 33 11 00, "Piping, General."

F. Insulating Connections: All insulating connections shall be installed in accordance with manufacturer's printed instructions and Section 33 11 00 "Piping, General." Care shall be exercised to prevent damage to insulating fittings while making up the joints.

G. Expansion joints shall be installed per the manufacturer’s recommendations and specifications.

H. Plastic water service pipe or tubing shall be installed joint free between the

corporation stop valve and angle meter stop valve.

I. Installation of warning tape and copper wire shall be in conformance with Section 33 05 26, “Piping Identification Systems.”

END OF SECTION

SECTION 33 13 00

PRESSURE PIPELINE TESTING AND DISINFECTION

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall furnish all materials, equipment, and labor to perform and complete flushing and testing of all pipelines and appurtenant piping, and disinfection of all pipelines and appurtenant piping for potable and recycled water, complete, including conveyance of test water from CITY-designated source to point of use and all disposal thereof, and as specified herein.

1.03 RELATED SECTIONS

A. NOT USED

1.04 REFERENCES

A. Commercial Standards:
   1. AWWA B300, Standard for Hypochlorites.
   2. AWWA C651, Standard for Disinfecting Water Mains.

1.05 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided or all products and materials proposed to be used under this Section.

B. A testing schedule, including proposed plans for water conveyance, control, disposal, and disinfection shall be submitted in writing to the Engineer for review a minimum of 72 hours before testing is to start.

1.06 TESTING AND DISINFECTION

A. The CONTRACTOR will test the pipe for pressure and disinfection. All testing will be conducted in the presence of the Engineer.

PART 2 - PRODUCTS

2.01 MATERIAL REQUIREMENTS

A. All test equipment, chemicals for chlorination, temporary valves or assemblies, bulkheads, or other water control equipment and materials shall be determined and furnished by the Contractor subject to the Engineer's review. No materials shall be used which would be injurious to the piping system or its proposed function.

B. Chlorine for disinfection shall be in the form of sodium hypochlorite solution, or calcium hypochlorite granules or tablets.

C. Sodium hypochlorite and calcium hypochlorite shall be in accordance with the requirements of AWWA B300.

PART 3 - EXECUTION

3.01 GENERAL

A. Water pressure testing of the complete pipe lines, including services, shall be performed at the Contractor's expense as each section of line is completed from valve to valve. Test pressure to be 225 pounds per square inch, measured at the lowest point in the section of pipe line undergoing test. The Contractor shall furnish all labor and equipment required for the test.

B. All pressure pipelines shall be tested. Disinfection shall be accomplished by chlorination. All chlorinating and testing operations shall be performed in the presence of the Engineer.

C. Bacteriological testing will be performed by the Engineer. Results of the bacteriological testing must meet the requirements of the State Department of Health Services.

3.02 HYDROSTATIC TESTING OF PIPELINES

A. The completed section of the line shall be slowly filled with water with adequate provision for the release of air in the test section. When the line as been completely filled with water, a test pump of adequate capacity shall be attached to the line and operated to provide the specified test pressure. Water from a container of known capacity shall then be supplied to the line through the test pomp to maintain this pressure during the test period. All joints shall be exposed for visual inspection. The test period shall be for one hour, or enough time to adequately check the entire line, whichever time is the greater. Leakage shall be considered to be the quantity of water which is added to the line during the test period in order to maintain the specified pressure. It shall not exceed 20 gallons per mile per 24 hours per inch of nominal diameter of PVC, ductile iron or steel water main or manufacturer's recommendation, whichever loss is the lesser.

B. During the test period, all joints shall be inspected. If leakage exceeds the permissible maximum, the Contractor shall at his own expense take whatever steps are necessary to reduce the leakage, after which the test shall be repeated as often as necessary until acceptable results are obtained.

C. It is required that all joints shall be left uncovered for observation and inspection while the pipeline is under hydrostatic pressure test. The Contractor shall be particularly careful to place sufficient trench backfill over the pipe to prevent movement under the test pressure.

3.03 DISINFECTING PIPELINES

A. Sterilizing and Flushing Water Lines: Sterilizing of the completed work, including pipelines, valves, and fittings, shall be performed by the Contractor, who will supply all materials, equipment, supplies and labor required by the operation. All sterilization shall be performed under the supervision of the City Engineer.

B. After completion of hydrostatic testing, the pipelines and appurtenances shall be thoroughly flushed until, in the opinion of the Engineer, all dirt and foreign matter have been removed from the system. The system shall then be disinfected with a hypochlorite solution containing a residual chlorine content of one hundred (100) parts per million. The solution shall be allowed to remain in the pipe for at least 24 hours. A chlorine residual of at least 10 ppm must remain in all parts of the line after 24 hours. The lines shall then be thoroughly flushed until a maximum residual chlorine content of 0.2 ppm is obtained in all parts of the system.

C. All chlorination shall be in accordance with AWWA Standards for "Disinfecting Water Mains," AWWA C651-86. Extreme care shall be exercised to prevent backflow water from an unsterilized or super-chlorinated system into existing mains.

D. Disinfectant may be made by the use of calcium hypochlorite tablets attached by means of gasket cement to the inside top of the lengths of pipe at they are being laid. The amount of adhesive shall be limited to the smallest practicable amount applied to one side of the tablet only. The tablets shall have an average weight of 0.009 of a pound each and shall contain not less than seventy percent (70%) of available chlorine.

E. Chlorination and pressure tests may be accomplished concurrently, unless inability to pass the pressure test makes it necessary to repair the line and to disinfect it at a later date.

F. The following table shows the number of tablets to be used per one hundred linear feet of pipe of various sizes:

Inside Diameter of Pipe	Number of Hypochlorite Tablets per 100 feet
4”	8
6”	20
8”	36
10”	54
12”	78
16”	138

G. Total coliform test shall be performed by City-approved laboratory upon completion of

sterilization of the water line. If test fails, water line shall be resterilized until the total coliform test successfully passes.

H. Flushing at 2.5 feet per second (fps) velocity will be required. Hydrants and/or blowoffs will be available to develop adequate velocity. The Contractor shall provide the adapters, hoses and other items needed for flushing. The length and size of hose and the location of disposal of water from the flushing operation will be as directed by the Engineer.

I. Disinfect potable water lines using general procedures and material conforming to AWWA C651 and the directions listed below.

1. 1. Notify the City's representative a minimum of 24 hours before beginning any chlorination operation. Contractor must submit a disinfection plan to the City for approval.
2. 2. Before starting chlorination operations, open the blow off valve at the discharge point and verify the test mains are not under pressure. The City's representative shall be present during this verification.
3. 3. Verify that all cross-connection valves are closed. Verification shall be made with the City's representative present.
4. 4. Adequate person-to-person communications shall be maintained between the contractor's personnel during chlorination operations, so that the operation can be immediately shut down at the sign of a problem anywhere along the test main.
5. 5. Before operations begin, any additional valves shall be closed at the direction of the Engineer.
6. 6. Under the direction of the Engineer, fire hydrants shall be monitored continuously during the operation for possible chlorine contamination.

3.04 CONNECTIONS TO EXISTING SYSTEM

A. Prevention of Contamination: All waterline components, including stubs, shall be provided with a permanent capped-physical separation. Specifically, all water main stubs shall be capped per Standard Drawing No. 706. Water services shall be installed with appropriate backflow devices per Standard Drawings #730, 732 and 734.

B. Control of Shutdowns: In all cases, shutdowns will be made in cooperation with and under the direction of the Engineer. The City will close all valves in making a shutdown and open all valves in restoring pressure to an existing main. All valves required for initiating pressure in the new installation shall be under the direct supervision of the Engineer.

C. Schedule: The schedule of shutdown and connection operations shall be agreed to jointly between the Contractor and the Engineer. The schedule shall be subject to adjustment by the Engineer as necessary to maintain water service to the customers of the City.

D. Advance Notice: The Contractor shall give the Engineer two working days written

notice before any connection operations are to be performed so that advance preparation on the part of the City can be made

END OF SECTION

SECTION 33 39 00

PRECAST CONCRETE MAINTENANCE HOLES AND INLETS

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment, and labor necessary to install all precast concrete maintenance holes and inlets, complete with frame, cover, pipe connections, and cast-in-place or prefabricated base, and all other appurtenances complete in place, as shown on the Drawings and as specified herein.

1.03 RELATED SECTIONS

A. Section 05 50 00 Miscellaneous Metalwork

B. Section 31 23 00, Utility Earthwork.

C. Section 03 30 50, Utility Cast-in-Place Concrete.

D. Section 03 60 00, Grout.

E. Division 1, General Requirements.

1.04 REFERENCES

A. Commercial Standards:

1. ASTM A 48, Specification for Gray Iron Castings.
2. ASTM C 150, Specification for Portland Cement.
3. ASTM C 478, Specification for Precast Reinforced Concrete Manhole Sections.

1.05 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Maintenance Holes: Maintenance holes and external sump pits shall be constructed of concentric precast reinforced concrete sections in accordance with ASTM C 478, the City of Milpitas Standard Drawing No. 230 and in accordance with the plans. Precast concrete sections shall be manufactured by a process that will produce a dense, homogeneous concrete section of first quality. Steps or rungs will not be allowed in maintenance holes. The sections shall have a minimum wall thickness of 5 inches for 48-inch diameter sections. Maintenance hole sections shall be sealed using a preformed, cold- applied, ready to use plastic joint sealing compound Quick-Seal, Ram-Nek; or equal, and grout as specified in Section 03 60 00, "Grout." All maintenance holes shall have reinforced cast-in-place or reinforced precast concrete bases.

B. Castings: Castings for maintenance holes frames and covers shall be non-rocking and shall conform to the requirements of City of Milpitas Standard Drawing No. 230 and in accordance with the plans. All castings shall be thoroughly cleaned and subject to a hammer inspection after which they shall be twice dipped with an asphalt or coal tar coating applied at a temperature of not less than 290 degrees F. nor more than 310 degrees F.
   1. Water Stops: Plastic pipe connections to precast concrete maintenance holes and cast-in-place bases shall also be sealed using a premolded elastomeric waterstop material.
   2. All connections to precast concrete maintenance holes shall be made with non-shrink grout.

C. Inlets: Inlets shall be Jensen Model 3636 Precast Drop Inlets, Jensen Model 3636 Precast Drop Inlets with Side Opening or Jensen Model 1818 Precast Drop Inlets as indicated on the plans, or approved equal.

D. Reverse Sidewalk Drain: The reverse sidewalk drain shall be a ZURN Z717 frame and grate system with a solid, bolt-down cover.

PART 3 - EXECUTION

3.01 INSTALLATION

A. All precast concrete maintenance holes and inlets shall be installed in strict conformance with the manufacturer's printed instructions on a well compacted foundation as specified in Section 31 23 00, "Utility Earthwork."

B. Maintenance hole frames and covers shall not be set to final grade until the pavement has been completed. Openings in maintenance holes shall be protected from construction loads, debris, and unauthorized entry.

C. Maintenance hole sections shall be set so as to be vertical with sections in true alignment. The joint of the previously set section shall be clean and covered with preformed joint sealant before the next section is placed. The joint material shall be

installed in accordance with manufacturer's printed recommendations.

D. No pipe ends shall protrude into the maintenance hole. No bell section of the pipe shall be placed into the maintenance hole wall.

E. Structure backfill and compaction shall be as specified in Section 31 23 00, "Utility Earthwork."

F. Reverse sidewalk drains shall be constructed in accordance with the plans and the manufacturer’s recommendations.

END OF SECTION

SECTION 33 41 00

STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. This section describes the installation of storm drainage piping and related structures.

1.03 RELATED SECTIONS

A. Section 31 23 00, Utility Earthwork

B. Section 03 60 00, Grout

1.04 REFERENCES

A. AASHTO: American Association of State Highway and Transportation Officials
1. AASHTO M36: Standard Specification for Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains
2. AASHTO M190: Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
3. AASHTO M196: Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
4. AASHTO M252: Standard Specification for Corrugated Polyethylene Drainage Pipe
5. AASHTO M294: Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
6. AASHTO MP7: Standard Specification for Corrugated Polyethylene Pipe, 1350 and 1500 mm Diameter

B. ASTM: American Society for Testing and Materials
1. ASTM C33: Standard Specification for Concrete Aggregates
2. ASTM C76: Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
3. ASTM C136: Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
4. ASTM C150: Standard Specification for Portland Cement
5. ASTM C443: Standard Specification for Joints for Concrete Pipe and

Manholes, Using Rubber Gaskets
6. ASTM C595: Standard Specification for Blended Hydraulic Cements
7. ASTM C618: Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
8. ASTM D3212: Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
9. ASTM F477: Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

1.05 CONTRACTOR SUBMITTALS

A. Submit certifications showing that materials meet the requirements shown on the drawings and as specified below.

PART 2 - PRODUCTS

2.01 GROUT

A. Shall be non-shrink, non-ferrous, non-epoxy with a minimum design strength of 5,000 psi in 28 calendar days.

B. Use according to manufacturer's recommendations.

2.02 ANTI-SEIZE LUBRICANT

A. Bolts associated with storm utility drainage installation shall be applied with anti-seize lubricant such as Never-Seez, or equal, prior to installation.

2.03 CONCRETE SEWER PIPE

A. 12-inch to 21-inch: Reinforced, ASTM C76, Class III.

B. 24-inch and larger: Reinforced, ASTM C76, Class III.

C. Rubber-gasket joints: Conform to ASTM C443.

D. Plugs: Provide with rubber gaskets and band in place as a watertight unit capable of resisting the internal pressures created by the testing equipment.

2.04 PLASTIC PIPE

A. High Density Polyethylene (HDPE) Pipe
1. 3-inch through 10-inch: ADS N-12 WT IB, or approved equal.

B. Storm Sewer Couplings
1. For non-pressure installations (culverts only): Soil tight couplings and fittings shall meet AASHTO M 252, AASHTO M 294, or AASHTO MP 7. Gaskets

shall meet ASTM F477, be installed at the manufacturer's facility, and be covered with a removable wrap to ensure gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

C. Fittings

1. Fittings shall conform to AASHTO M 252 or M 294. Fabricated fittings, where accessible, shall be welded on the interior and exterior at all junctions.

2.05 BEDDING MATERIAL

A. Bedding shall be as specified in Section 31 23 00, Utility Earthwork.

PART 3 - EXECUTION

3.01 EXCAVATION AND BACKFILL

A. See Section 31 23 00, Utility Earthwork.

3.02 EQUIPMENT

A. Equipment necessary and required for the proper construction of storm sewers shall be in good condition to perform the WORK.

B. Provide appropriate hoisting equipment to handle pipe in unloading and placing in its final position without damage to the pipe.

C. Provide such hand tampers and pneumatic tampers to obtain the specified compaction of the pipe bed and backfill.

3.03 LAYING PIPE

A. General:

1. Inspect pipe for defects prior to laying. Replace defective pieces at no added cost to the Port.
2. Lay pipe carefully true to lines and grades on a uniformly firm bed throughout its length.
3. Pipe which shows undue settlement, is not in true alignment, or is damaged shall be taken up and relaid at no added cost to the Port.
4. Carefully clean pipe ends and fittings before laying. Keep pipe ends plugged prior to making connections.
5. Prevent foreign material (including clothing, tools, debris, etc.) from entering the pipe at all times.
6. Take adequate precautions to prevent any uplift from occurring to pipe during any interruptions in laying.
7. Prepare trench to give pipe full length support.

8. Lower and center pipe in final position.
9. Laying pipe on blocks not permitted.
10. Cut pipe only to remove defective ends, to allow insertion of fittings, or to obtain specified lengths.
11. Anchor bends involving unbalanced pressures with thrust blocks, as shown or directed.

B. Concrete Sewer Pipe:
1. Dig bell holes at joints to permit proper jointing.
2. Lay pipe with bell ends in uphill direction of laying unless directed otherwise.
3. Lubricate gasket and inside surfaces of bell immediately prior to forcing pipe home.
4. Block run to prevent movement or creep of gasketed joints.

C. Plastic Pipe
1. Install in accordance with ASTM D2321.
2. Split Coupling Joints: Twist or rotate pipe until paint marks on each section line up.
3. O-Ring Joints: Align joint and push home utilizing a well-lubricated gasket. Ensure bedding material is not pulled into the bell.
4. Avoid construction traffic over pipe.

D. Tolerance: Maximum deviation from true line or grade, as established, shall not exceed 1/2 inch for line and 1/4 inch for grade, provided that such variation does not result in a level or reverse sloping invert. Measure for grade at the pipe invert, not at the top of the pipe, because of permissible variation in pipe wall thickness.

E. Backfilling: See Section 31 23 00, Utility Earthwork.

F. Perforated Plastic Pipe Underdrain
1. Install in accordance with ASTM D2321 and as shown on the drawings.
2. Lay with perforations facing down, unless otherwise directed.
3. Carefully lower pipe and fittings into the trench to avoid contaminating filter material.

3.04 CONNECTIONS

A. Make connections to existing or proposed structures watertight and smooth for a uniform flow line throughout drainage system.

B. Provide 36-inch diameter or smaller concrete sewer pipes that enter or leave manholes or other structures with flexible joints within 18 inches of the exterior wall.

C. Concrete pipes larger than 36 inches in diameter shall have a flexible joint within a distance from the exterior wall equal to one half the inside pipe diameter.

D. Grout connections.

END OF SECTION

SECTION 33 45 00

BIOTREATMENT FACILITIES

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. Related Sections.

B. Measurement and Payment.

C. References.

D. Submittals Include.

E. Concrete Vaults.

F. Biotreatment Materials.

G. Biotreatment Soil Media.

H. Basis of Design.

I. Performance.

J. General.

1.03 RELATED SECTIONS

A. Volume 1 – General Requirements, Section 01 33 00, Submittal Procedures/Review Procedure.

B. Volume 1 – General Requirements, Section 01 33 23, Shop Drawings, Product Data, and Samples.

C. Volume 1 - General Requirements, Section 01 45 00, Quality Control.

D. Section 31 00 00, Earthwork.

E. Section 33 05 28, Trenching and Backfilling for Utilities.

F. Section 33 41 00, Storm Utility Drainage Piping

1.04 REFERENCES

A. ASTM International (ASTM):
1. ASTM D422, Standard Test Method for Particle Size Analysis of Soils.
2. ASTM C857, Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures
3. ASTM C858, Standard Specification for Underground Precast Concrete Utility Structures
4. ASTM C990, Standard Specification for Joints for Precast Box Sections Using AASHTO Specifications.
5. ASTM D2729, Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

1.05 CONTRACTOR SUBMITTALS

A. Shop Drawings: When not indicated in the Final Design in sufficient detail or definition, submit detailed Shop Drawings of precast concrete utility structures and related metal work.

B. Product Data: Submit manufacturers' product data for standard manufactured precast concrete utility boxes and structures, concrete mix, class 2 permeable material, perforated PVC, storm drain cleanout, cobble, geotextile and impermeable liner.

C. Biotreatment Soil Media: Submit the following for approval:
1. A minimum one-gallon size sample of mixed bioretention soil.
2. Certification from the soil supplier or an accredited laboratory that the Bioretention Soil meets the requirements of this guideline specification.
3. Grain size analysis results of the fine sand component performed in accordance with ASTM D422, Standard Test Method for Particle Size Analysis of Soils or Caltrans Test Method C202.
4. Quality analysis results for compost performed in accordance with Seal of Testing Assurance standards, as specified in 21-4.02C.
5. Organic content test results of mixed Bioretention Soil. Organic content test must be performed in accordance with Testing Methods for the Examination of Compost and Composting 05.07A, Loss-On-Ignition Organic Matter Method.
6. Grain size analysis results of compost component performed in accordance with ASTM D422, Standard Test Method for Particle Size Analysis of Soils.
7. A description of the equipment and methods used to mix the sand and compost to produce Bioretention Soil.
8. Provide the name of the testing laboratory(s) and the following information:
   a. Contact person(s)
   b. Address(s)
   c. Phone contact(s)
   d. E-mail address(s)
   e. Qualifications of laboratory(s), and personnel including date of current

certification by U.S. Composting Council, ASTM, Caltrans, or Approved equal.

1.06 MEASUREMENT AND PAYMENT

A. Not used.

PART 2 - PRODUCTS

2.01 BIOTREATMENT MATERIALS

A. Class 2 permeable material must conform to section 68-2.02F(3) of the Caltrans Standard Specifications.

B. Perforated PVC must be ASTM D2729, sized per plan.

C. Storm drain cleanout must be a PVC riser with PVC cap.

D. Cobble must be Lin Creek Cobble 2-4 inches, available from Lyngso Materials or approved equal.

E. Waterproof membrane must be a 20-mil HDPE liner.

2.02 BIOTREATMENT SOIL MEDIA

A. Biotreatment soil media (BSM) must consist of the following mixture of fine sand and compost, measured on a volume basis: 60%-70% sand, 30%-40% compost.

B. Sand: Sand must be free of wood, waste, coating such as clay, stone dust, carbonate, or any other deleterious material. All aggregate passing No. 200 sieve size must be non-plastic.

C. Sand gradation must be within the percentage passing limits for the sieve sizes shown in Table 1.

Table 1. Sand Gradation Passing Limits

Sieve Sizes	Percentage Passing
3/8 inch	100
No. 4	90-100
No. 8	70-100
No. 16	40-95
No. 30	15-70
No. 40	5-55

Sieve Sizes	Percentage Passing
No. 100	0-15
No. 200	0-5

Perform grain size analysis under ASTM D422.

D. Compost Material: Compost must be a well decomposed, stable, weed free organic matter source derived from waste materials including yard debris, wood wastes or other organic materials not including manure or biosolids meeting the standards developed by the U.S. Composting Council. The product must be certified through the U.S. Composting Council Seal of Testing Assurance Program (a compost testing and information disclosure program).

E. Compost Quality Analysis by Laboratory — Before delivery of the soil, the supplier must submit a copy of lab analysis performed by a laboratory that is enrolled in the US Composting Council's Compost Analysis Proficiency program and using approved Test Methods for the Examination of Composting and Compost. The lab report must verify:

1. Organic Matter Content: 35% - 75% by dry wt.
2. Carbon and Nitrogen Ratio: C: N < 25: I and C: N >15:1
3. Maturity/Stability: Any one of the following is required to indicate stability:
   a. Oxygen Test < 1.3 02 /unit TS /hr
   b. Specific oxy. Test < 1.5 02 / unit BVS /hr
   c. Respiration test 8 mg CO; -C /g OM / day
   d. Dewar test 20 Temp. rise (°C)
   e. Solvita > 5 Index value
4. Toxicity: Any one of the following measures is sufficient to indicate non-toxicity.
   a. NH: NO, °-N 3
   b. Ammonium < 500 ppm, dry basis
   c. Seed Germination > 80 % of control
   d. Plant Trials: 80% of control
   e. Solvita = 5 Index value
5. Nutrient Content: provide analysis detailing nutrient content including N-P-K, Ca, Na, fig, S, and B.
   a. Total Nitrogen content 0.9% or above preferred.
   b. Boron: Total must be *80 ppm
6. Salinity: Must be reported; < 6.0 mmhos/cm
7. pH must be between 6.2 and 8.2 may vary with plant species.

F. Compost Quality Analysis by Compost Supplier – Before delivery of the compost to the soil supplier the Compost Supplier must verify the following:

1. Feedstock materials must be specified and include one or more of the following: landscaping/yard trimmings, grass clippings, food scraps, and agricultural crop residues.

2. Maturity/Stability: must have a dark brown color and a soil-like odor. Compost exhibiting a sour or putrid smell or containing recognizable grass or leaves or is hot (120 °F) upon delivery or rewetting is not acceptable.
3. Weed seed/pathogen destruction: provide proof of process to further reduce pathogens. For example, turned windrows must reach min. 55C for 15 days with at least 5 turnings during that period.

G. Compost for Bioretention Soil Texture – Compost for bioretention soils must be analyzed by an accredited lab using #200, 1/4-inch, 1/2 inch, and I inch sieves (ASTM D422 or as approved by municipality), and meet the following gradation:

Table 2. Table Title (Caption)

Sieve Size	Percent Passing (by weight)	
	Minimum	Maximum
1 inch	99	100
1/2 inch	90	100
1/4 inch	40	90
No. 200	1	10

H. Bulk density must be between 500 and 1,100 dry lbs/cubic yard.

I. Moisture content must be between 30% - 55% of dry solids.

J. Inerts - compost must be relatively free of inert ingredients, including glass, plastic and paper, I % by weight or volume.

K. Select Pathogens: Salmonella <3 MPN/4 grams of TS, or Coliform Bacteria <10000 MPN/gram.

L. Trace Contaminants Metals (Lead, Mercury, Etc.): Product must meet US EPA, 40 CFR 503 regulations.

M. Compost Testing: The compost supplier will test all compost products within 120 calendar days prior to application. Samples will be taken using the STA sample collection protocol. (The sample collection protocol can be obtained from the U.S. Composting Council, 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 1 1741 Phone: 63I-737-4931, www.compostingcouncil.org). The sample must be sent to an independent Seal of Testing Assurance Program approved lab. The compost supplier will pay for the test.

PART 3 - EXECUTION

3.01 GENERAL

A. Bioretention cells must be constructed in the following order:
   1. Grade and compact side slopes per construction plans.
   2. Install waterproof membrane per manufacturer's specifications.
   3. Connect perforated PVC and cleanout to storm drain system.
   4. Install permeable material.
   5. Install BSM.
   6. Install cobble on side slopes of biotreatment cells at curb cut outfalls.

B. Upon project completion, a Geotechnical Engineer must perform a documented test of each bioretention cell for percolation conformance with the California Regional Water Quality Control Board San Francisco Bay Region Municipal Stormwater NPDES Permit. Test report must be submitted to the appropriate agency for approval.

C. Place BSM after all other earthwork in an area is complete.

D. Dispose of trash, debris, and weeds in areas to receive BSM.

E. Place BSM l in lifts of 8 to 12 inches and spread to a uniform thickness. Do not compact lifts.

F. Acceptance of BSM quality and performance may be based on samples taken from stockpiles at supplier’s yard, submitted test results, and/or onsite and laboratory testing of installed material at the discretion of the City. The point of acceptance will be determined in the field by the City.

END OF SECTION

SECTION 34 41 05

SIGNAGE

PART 1 - GENERAL

1.01 APPLICABLE SECTION

A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, equipment, and labor necessary to relocate all roadside signs, and all appurtenant work, complete in place, as shown on the Drawings and as specified herein.

B. Signage shall conform to the provisions of Section 82 “Signs and Markers” of the Caltrans Standard Specifications and Caltrans Standard Plans.

1.03 RELATED SECTIONS

A. Division 1, General Requirements.

1.04 REFERENCES

A. Federal Specifications and Standards:
   1. 595-A, Federal Standard

B. City of Milpitas
   1. Sign Ordinance
   2. Zoning Ordinance

C. State of California, Department of Transportation (Caltrans), Standard Specifications 2024 Edition:
   1. Section 82, Signs and Markers
   2. Section 81-2, Delineators
   3. Standard Plans

D. State of California, Department of Transportation (Caltrans), California Manual of Uniform Traffic Control Devices (California MUTCD 2014 Edition), Part 6, Temporary Traffic Control.

E. Commercial Standards:
   1. ASTM C 653, Specifications for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed,) by the Hot-Dip Process.

2. USA, Underground Service Alert

1.05 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided to Engineer for all products and materials proposed to be used under this Section.

1.06 UTILITY LOCATIONS

A. The Contractor 's attention is called to the fact that utilities are present in the work areas. It is the Contractor 's responsibility to notify the utility companies having facilities in the project work areas at least 48 hours prior to beginning WORK to accurately locate said utilities before beginning of underground work. Utilities may be notified by contacting USA, Underground Service Alert, at 811/(800) 642-2444.

B. For utilities not marked by USA, such as irrigation mains and laterals or on site services, the Contractor shall contact the City of Milpitas Public Works Department for assistance in locating said facilities.

C. The Contractor shall be responsible for repairing, at his own cost, any damage to utilities or irrigation facilities encountered during construction.

PART 2 - PRODUCTS

2.01 SIGNS

A. Roadside Signs: Roadside signs shall be of the type as shown on the Drawings in accordance with the Caltrans Traffic Manual unless as otherwise noted on the drawings. Signs shall conform to Section 82, "Signs and Markers" of the Caltrans Standard Specifications.

2.02 POSTS

A. Roadside Signs: All posts for signs installed on City property or within the public right of way shall be 2” perforated square steel posts per Section 82-3 “Roadside Signs” of the Caltrans Standard Specifications.

2.03 HARDWARE

A. Roadside Signs: Sign Panel Fastening and Mounting Hardware shall be per Section 82-3 “Roadside Signs” of the Caltrans Standard Specifications.

PART 3 - EXECUTION

3.01 GENERAL

A. All sign locations on City property must be inspected and approved by the Engineer prior to installation. The Contractor shall notify the Engineer no later than 48 hours

prior to the start of the scheduled sign installation.

B. All reference markings made by the Contractor shall be done with spray chalk and shall be removed by the Contractor after installation of the signs.

C. Roadside signs shall be installed per locations shown on the plans.

D. All utilities damaged by the Contractor shall be repaired and replaced by the Contractor at its expense to the satisfaction of the Engineer and the owner of the utility.

3.02 INSTALLATION OF POST

A. Roadside Signs: Installation of roadside signs shall be at the locations shown on the Plans.

3.03 INSTALLATION IN EXISTING SIDEWALK

A. Roadside Signs: Installation of roadside signs shall be at the locations shown on the Plans.

3.04 INSTALLATION OF SIGN

A. Roadside Signs: Mounting of the sign to the pole for roadside signs shall be as shown on the Drawings and shall conform to the requirements of the Caltrans Standard Plans.

B. Roadside signs shall be installed 7 feet minimum from bottom of the sign panel to the walking surface.

3.05 RELOCATE ROADSIDE SIGN

A. Relocate Roadside Signs shall be existing signs relocated to a new location, as shown on the Plans. The existing signs shall be reused and placed on a new post.

B. Refer to section above for installation of post and sign.

END OF SECTION

CITY OF MILPITAS
ENGINEERING DIVISION
BID SUMMARY

Project Name: SOUTH MILPITAS BLVD ROAD EXTENSION
Project No.: 2016
Bid Date: 05/12/2026

						Apparent Low Bidder		Lowest Responsive Bidder							
				Unit Cost (Eng Est)	Engineer's Estimate	A&B Construction (BID WITHDRAWN)		Joseph J. Albanese		Ghilotti Construction		Goodfellow Bros		Graniterock	
Item	DESCRIPTION	QTY	UNIT			Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Mobilization/Demobilization (5% max)	1	LS	$350,000.00	$350,000.00	$220,000.00	$220,000.00	$250,000.00	$250,000.00	$280,000.00	$280,000.00	$250,000.00	$250,000.00	$300,000.00	$300,000.00
2	SWPPP/Erosion Control	1	LS	$50,000.00	$50,000.00	$94,000.00	$94,000.00	$100,000.00	$100,000.00	$110,000.00	$110,000.00	$375,000.00	$375,000.00	$175,000.00	$175,000.00
3	Traffic Control	1	LS	$30,000.00	$30,000.00	$15,000.00	$15,000.00	$10,000.00	$10,000.00	$110,000.00	$110,000.00	$115,000.00	$115,000.00	$35,000.00	$35,000.00
4	Control of Water	1	LS	$30,000.00	$30,000.00	$37,500.00	$37,500.00	$25,000.00	$25,000.00	$340,000.00	$340,000.00	$100,000.00	$100,000.00	$50,000.00	$50,000.00
5	Building Demolition	1	LS	$200,000.00	$200,000.00	$385,000.00	$385,000.00	$350,000.00	$350,000.00	$400,000.00	$400,000.00	$465,000.00	$465,000.00	$450,000.00	$450,000.00
6	Selective Demolition	1	LS	$150,000.00	$150,000.00	$80,000.00	$80,000.00	$250,000.00	$250,000.00	$255,000.00	$255,000.00	$145,000.00	$145,000.00	$75,000.00	$75,000.00
7	Bridge Foundation	1	LS	$700,000.00	$700,000.00	$350,000.00	$350,000.00	$255,000.00	$255,000.00	$650,000.00	$650,000.00	$475,000.00	$475,000.00	$463,000.00	$463,000.00
8	Bridge Structural Concrete & Steel	1	LS	$1,500,000.00	$1,500,000.00	$760,000.00	$760,000.00	$735,000.00	$735,000.00	$850,000.00	$850,000.00	$825,000.00	$825,000.00	$1,000,000.00	$1,000,000.00
9	Earthwork (cut/fill)	1	LS	$50,000.00	$50,000.00	$135,000.00	$135,000.00	$300,000.00	$300,000.00	$520,000.00	$520,000.00	$350,000.00	$350,000.00	$280,000.00	$280,000.00
10	Site Concrete	1	LS	$275,000.00	$275,000.00	$200,000.00	$200,000.00	$255,000.00	$255,000.00	$200,000.00	$200,000.00	$175,000.00	$175,000.00	$230,000.00	$230,000.00
11	Asphalt Pavement	1	LS	$250,000.00	$250,000.00	$192,000.00	$192,000.00	$125,000.00	$125,000.00	$75,000.00	$75,000.00	$215,000.00	$215,000.00	$225,000.00	$225,000.00
12	Storm Drain Improvement	1	LS	$180,000.00	$180,000.00	$245,000.00	$245,000.00	$400,000.00	$400,000.00	$280,000.00	$280,000.00	$280,000.00	$280,000.00	$550,000.00	$550,000.00
13	Water Improvement	1	LS	$120,000.00	$120,000.00	$185,600.00	$185,600.00	$285,000.00	$285,000.00	$230,000.00	$230,000.00	$225,000.00	$225,000.00	$285,000.00	$285,000.00
14	Recycle Water Improvement	1	LS	$90,000.00	$90,000.00	$128,000.00	$128,000.00	$200,000.00	$200,000.00	$160,000.00	$160,000.00	$230,000.00	$230,000.00	$230,000.00	$230,000.00
15	Chain Link Fence & Gate	1	LS	$20,000.00	$20,000.00	$38,500.00	$38,500.00	$35,000.00	$35,000.00	$27,554.95	$27,554.95	$45,000.00	$45,000.00	$42,000.00	$42,000.00
16	Signage & Striping	1	LS	$10,000.00	$10,000.00	$17,500.00	$17,500.00	$40,000.00	$40,000.00	$17,500.12	$17,500.12	$55,000.00	$55,000.00	$45,000.00	$45,000.00
17	Street Lighting and Electrical Improvements	1	LS	$315,000.00	$315,000.00	$176,870.00	$176,870.00	$200,000.00	$200,000.00	$180,000.00	$180,000.00	$190,000.00	$190,000.00	$153,000.00	$153,000.00
18	Installation of Aesthetic Enhancement, Steel	1	LS	$525,000.00	$525,000.00	$925,000.00	$925,000.00	$1,050,000.00	$1,050,000.00	$630,000.00	$630,000.00	$900,000.00	$900,000.00	$700,000.00	$700,000.00
19	Installation of Aesthetic Enhancement, Glass & Glazing	1	LS	$140,000.00	$140,000.00	$198,900.00	$198,900.00	$245,000.00	$245,000.00	$198,900.00	$198,900.00	$225,000.00	$225,000.00	$280,000.00	$280,000.00
20	Installation of Aesthetic Enhancement, Electrical & Lighting	1	LS	$315,000.00	$315,000.00	$220,000.00	$220,000.00	$250,000.00	$250,000.00	$220,000.00	$220,000.00	$275,000.00	$275,000.00	$290,000.00	$290,000.00
21	Painting of Aesthetic Enhancement	1	LS	$165,000.00	$165,000.00	$100,000.00	$100,000.00	$60,000.00	$60,000.00	$200,000.00	$200,000.00	$220,000.00	$220,000.00	$378,000.00	$378,000.00
22	Restoration of Vegetation	1	LS	$50,000.00	$50,000.00	$12,000.00	$12,000.00	$110,000.00	$110,000.00	$32,000.00	$32,000.00	$45,000.00	$45,000.00	$39,000.00	$39,000.00
	BASE CONTRACT WORK				**$5,515,000.00**		**$4,715,870.00**		**$5,530,000.00**		**$5,965,955.07**		**$6,180,000.00**		**$6,275,000.00**

						Apparent Low Bidder		Lowest Responsive Bidder							
				Unit Cost (Eng Est)	Engineer's Estimate	A&B Construction (BID WITHDRAWN)		Joseph J. Albanese Inc.		Ghilotti Construction		Goodfellow Bros		Graniterock	
Item	DESCRIPTION	QTY	UNIT			Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
	BID ALTERNATE 1:														
1	Add Alternative #1 - Hidden Lake Park Mitigation Improvements	1	LS	$150,000.00	$150,000.00	$160,000.00	$160,000.00	$200,000.00	$200,000.00	$180,000.00	$180,000.00	$450,000.00	$450,000.00	$190,000.00	$190,000.00
	BID ALTERNATE CONTRACT WORK				**$150,000.00**		**$160,000.00**		**$200,000.00**		**$180,000.00**		**$450,000.00**		**$190,000.00**
	BASE BID + BID ALTERNATE CONTRACT WORK				**$5,665,000.00**		**$4,875,870.00**		**$5,730,000.00**		**$6,145,955.07**		**$6,630,000.00**		**$6,465,000.00**

List of Sub-Contractors					
Description	**A&B Construction**	**Joseph J. Albanese Inc.**	**Ghilotti Construction**	**Goodfellow Bros**	**Graniterock**
Asphalt Concrete Paving	McKim Corporation				
CIDH	Malcom Drilling Co., Inc.	Malcom Drilling Co., Inc.	Malcolm Drilling Co, Inc.	Nucor Rebar Fabrication	Malcolm
Building Demolition	W.C. Maloney, LLC		WC Maloney LLC	Companella Corporation	WC Maloney
Electrical	Columbia Electric Inc.	Columbia Electric, Inc.	Columbia Electric, Inc.	Columbia Electric	Tennyson Electric
Fence/Gates	Oliveira Fence, Inc.	All Steel Fence, Inc.	All Steel Fence Inc.	Bailey Fence Company	Oliviera Fence
Concrete Barrier	Dees Burke Engineering Constructors, LLC		Dees Burke Engineering Constructors, LLC		DBE
Reinforcing Steel	Nucor Rebar Fabriction Southwest, inc.	Central Valley Reinforcing Inc.	Central Valley Reinforcing, Inc.		
Decorative Structural Steel	F&F Steel and Stairway, Inc.	F&F Steel & Stairway Inc	F&F Steel & Stairway Inc.	F&F Steel and Stairway	F&F Steel & Stairways
Glass/Glazing	Cline Glass Contractors, inc.	Cline Glass Contractors Inc	Cline Glass Contractors Inc.	Cline Glass Contractors	Cline Glass
Landscaping		Los Loza Inc	Los Loza Landscaping		Green Vista Landscape
Underground		Preston Pipelines Infrastructure Inc.		TDW Construction	
Striping & Signs				Sierra Traffic Markings	Sierra Traffic Markings
Erosion Control & Hydroseed					Zumwalt & Associates
Bridge Foundations				Rise Drilling	
Bridge Structural Concrete and Steel				Bridgeway Civil Constructors Inc.	
Site Concrete				R&R Maher	R.R. Maher

NOTICE OF INTENT TO AWARD CONTRACT

Department of Public Works

Project Name:	South Milpitas Blvd Road Extension
City Project Number:	2016
Bid Opening Date:	May 12, 2026 (2:00 PM)
NOIA Posting Date:	May 13, 2026
Project Manager:	Anna Highsmith, P.E.
NOIA Posting Location:	*Addenda & Official Notices*

On May 12, 2026, the City of Milpitas (City) held a bid opening for the upcoming **South Milpitas Blvd Road Extension Project**. The City intends to award the Project contract to the lowest responsive bidder, **Andrew M. Jordan, Inc. DBA A&B Construction**, at the **June 9, 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

May 13, 2026

City of Milpitas
Attn: Reshad Osman, Assistant Engineer
455 E. Calaveras Boulevard
Milpitas, CA 95035

Subject: Formal Withdrawal of Bid Submission Due to Mistake
South Milpitas Boulevard Road Extension Project – Project No. 2016

Dear Mr. Osman:

On behalf of A&B Construction Inc. ("A&B"), I respectfully submit this letter to formally withdraw our bid submitted on May 12, 2026, for the South Milpitas Boulevard Road Extension Project, Project No. 2016, issued by the City of Milpitas.

Following bid submission, our estimating team identified a significant error in the bid documents resulting from a malfunction within an Excel macro contained in our Underground (Storm Drain, Water, and Recycled Water) estimating spreadsheet. The malfunction caused certain formulas to become inoperable during preparation of our pricing. While we are still evaluating the precise cause of the spreadsheet corruption, we believe it may have been related to host computer security settings, antivirus software, Excel add-ins, or a combination thereof.

Unfortunately, the spreadsheet malfunction prevented major cost components from being properly captured in our submitted proposal, resulting in materially inaccurate pricing. Specifically, the spreadsheet failed to include:

1. The purchase cost for Storm Drain, Domestic Water, and Recycled Water pipe materials, estimated at approximately $221,000; and
2. The precast structures associated with the Storm Drain installation, estimated at approximately $30,000.

As a result of the Excel macro failure, A&B's submitted pricing for Bid Items 12, 13, and 14 did not reflect our intended bid. Based on our corrected spreadsheet calculations, those bid items should have been approximately:

- Bid Item 12: $325,000
- Bid Item 13: $293,600
- Bid Item 14: $191,000

The net effect of the error was an understatement of approximately $251,000 in our total bid. After correcting the spreadsheet issue, we believe our intended total bid amount would have been approximately $4,966,870.

Because the submitted proposal materially differs from the bid A&B intended to submit, and in the interest of maintaining the integrity of the procurement process, A&B respectfully requests withdrawal of its bid due to this clerical and software-related mistake.

We sincerely apologize for any inconvenience this may cause and appreciate the City's understanding and consideration of this request. A&B remains very interested in future opportunities to work with the City of Milpitas and hopes to participate in future solicitations.

Please confirm receipt and acceptance of this withdrawal request at your earliest convenience.

Sincerely,
A&B Construction Inc.

Robert Rosas
Vice President – Estimating

225 3rd Street, Oakland, CA 94607-4309
TEL 510 999 6000 ■ FAX 510 982 3636 ■ www.a-bconstruction.net ■ CA LICENSE A #636514

TASK	STORM DRAIN

CREW DESCRIPTION	SMALL CREW		
	RATE	QTY	TOTAL
FOR. OP	$ 123.00	1	$ 123.00
OPERATOR	$ 108.00	1	$ 108.00
LABORER	$ 88.00	2	$ 176.00
			$ -
19A - Mini Excavators	$ 45.00	1	$ 45.00
31 - Skid Steers	$ 41.25	1	$ 41.25
12A - Site Dumper/Bobtail	$ 46.25	1	$ 46.25
24 - Pickups	$ 30.00	1	$ 30.00
TOTAL			$ 4,556.00

CREW DESCRIPTION	MEDIUM CREW		
	RATE	QTY	TOTAL
FOR. OP	$ 123.00	1	$ 123.00
OPERATOR	$ 108.00	1	$ 108.00
LABORER	$ 88.00	3	$ 264.00
			$ -
14A - Excavators 10 - 15 Tons	$ 86.25	1	$ 86.25
41A - 950 Wheel Loaders	$ 100.00	1	$ 100.00
12A - Site Dumper/Bobtail	$ 46.25	1	$ 46.25
24 - Pickups	$ 30.00	1	$ 30.00
TOTAL			$ 6,060.00

12SD	15SD	POCTOEXMH	36X36INLET	18X18INLET	SDMH	BIO	TOTALS

CREW DESCRIPTION	LARGE CREW		
	RATE	QTY	TOTAL
FOR. OP	$ 123.00	1	$ 125.00
OPERATOR	$ 108.00	2	$ 216.00
LABORER	$ 88.00	4	$ 352.00
19B - Mid Excavators	$ 60.00	1	$ 60.00
14B - Excavators 19 -	$ 110.00	1	$ 110.00
41A - 950 Wheel Load	$ 100.00	1	$ 100.00
12B - Super Dump w t	$ 120.00	1	$ 120.00
24 - Pickups	$ 30.00	1	$ 30.00
TOTAL			$ 8,904.00

CREW DESCRIPTION	SMALL CREW		
	RATE	QTY	TOTAL
FOR. OP	$ 123.00	1	$ 123.00
OPERATOR	$ 108.00	0	$ -
LABORER	$ 88.00	3	$ 264.00
			$ -
19A - Mini Excavators	$ 45.00	0	$ -
31 - Skid Steers	$ 41.25	0	$ -
12A - Site Dumper/Bobtail	$ 46.25	0	$ -
24 - Pickups	$ 30.00	1	$ 30.00
TOTAL			$ 3,336.00

SCOPE ID	DESCRIPTION	UOM	QTY	W	D	L
12SD	SD 12" SOLID PIPE	LF	600	3	7	1
15SD	SD 15" PVC SOLID PIPE	LF	40	3	6.5	1
POCTOEXMH	SD POC TO EX MANHOLE	EA	1			
36X36INLET	36X36 PRECAST INLET	EA	3	3.5	6.5	3.5
18X18INLET	18X18 PRECAST INLET	EA	6	2	6	2
SDMH	SD MANHOLE	EA	2	8	6.5	8
BIO	PERF PIPE FOR THE BIO	LF	60			
7						

VOLUME CALCS (1.6 T/CY)

NOTES	PRODUCTION	DURATION
	100	6.00
	40	1.00
	0.5	2.00
	1	3.00
	1.5	4.00
	1	2.00
	60	1.00
		-
		-
		19

EXCAVATION	PIPE DIAM (INCH)	BEDDING (TN)	OFFHAUL	DRAINROCK	ASPHALT	AB
466.67	12.00	185.42	350.78			
28.89	15.00	13.09	20.71			
-		-	-			
8.85		2.18	7.49			
5.33		1.42	4.44			
30.81		7.59	26.07			
-		-	-			
-		-	-			
-		-	-			
541		210	409	-	-	-

SCOPE ID	1-LABOR & EQUIPMENT	UOM	QTY	NOTES	UC	
12SD	SD 12" SOLID PIPE	DAYS	6.00		$8,904.00	$53,424.00
15SD	SD 15" PVC SOLID PIPE	DAYS	1.00		$8,904.00	$8,904.00
POCTOEXMH	SD POC TO EX MANHOLE	DAYS	2.00		$8,904.00	$17,808.00
36X36INLET	36X36 PRECAST INLET	DAYS	3.00		$8,904.00	$26,712.00
18X18INLET	18X18 PRECAST INLET	DAYS	4.00		$8,904.00	$35,616.00
SDMH	SD MANHOLE	DAYS	2.00		$8,904.00	$17,808.00
BIO	PERF PIPE FOR THE BIO	DAYS	1.00		$8,904.00	$8,904.00
		DAYS	-		$4,556.00	
	TOTAL		19			$169,176.00

UOM	12SD *LF*	15SD *LF*	POCTOEXMH *EA*	36X36INLET *EA*	18X18INLET *EA*	SDMH *EA*	BIO *LF*	TOTALS
QTY	*600*	*40*	*1*	*3*	*6*	*2*	*60*	
	$53,424.00	-	-	-	-	-	-	*$53,424.00*
	-	$8,904.00	-	-	-	-	-	*$8,904.00*
	-	-	$17,808.00	-	-	-	-	*$17,808.00*
	-	-	-	$26,712.00	-	-	-	*$26,712.00*
	-	-	-	-	$35,616.00	-	-	*$35,616.00*
	-	-	-	-	-	$17,808.00	-	*$17,808.00*
	-	-	-	-	-	-	$8,904.00	*$8,904.00*
	-	-	-	-	-	-	-	*$0.00*
LABOR COST	$53,424.00	$8,904.00	$17,808.00	$26,712.00	$35,616.00	$17,808.00	$8,904.00	*$169,176.00*
LABOR/UNIT	*$ 89.04*	*$ 222.60*	*$ 17,808.00*	*$ 8,904.00*	*$ 5,936.00*	*$ 8,904.00*	*$ 148.40*	

SCOPE ID	2-MATERIAL	UOM	QTY	NOTES	UC	
	BEDDING & AB BACKFILL					
ALL	BEDDING	TONS	209.70		$35.00	$7,339.50
ALL	AB BACKFILL	TONS	818.98		$15.00	$12,284.65
	MATERIALS					
12SD	SD 12" SOLID PIPE	LF	600		$56.00	$33,600.00
15SD	SD 15" PVC SOLID PIPE	LF	40		$300.00	$12,000.00
36X36INLET	36X36 PRECAST INLET	EA	3		$4,850.00	$14,550.00
18X18INLET	18X18 PRECAST INLET	EA	6		$2,150.00	$12,900.00
SDMH	SD MANHOLE	EA	2		$3,785.00	$7,570.00
	TOTAL					$19,624.15

NOTES

SCOPE ID	3 - SUB-CONTRACTOR	UOM	QTY	NOTES	UC	
	SAWCUT					
	TRAFFIC CONTROL					
	ENGINEERING PLANS					
	CHLORINATION/FLUSHING					
	STREET SWEEPER					
	TOTAL					$0.00

SCOPE ID	4 - MOB & SHORING	UOM	QTY	NOTES	UC	
	MOBILIZATION					
ALL	PLATES AND SHORES	LS	1		$5,000.00	$5,000.00
	TOTAL					$5,000.00

TOTAL COST					$	193,800.15
MARKUP/OVERHEAD/INDIRECTS/INS/BOND					$	51,357.07
TOTAL BID					$	245,157.22

This total did not include the area highlight in Yellow. The total should be $100,244.15

TASK	DOMESTIC WATER

CREW DESCRIPTION	SMALL CREW		
	RATE	QTY	TOTAL
FOR. OP	$ 123.00	1	$ 123.00
OPERATOR	$ 108.00	1	$ 108.00
LABORER	$ 88.00	2	$ 176.00
			$ -
19A - Mini Excavators	$ 45.00	1	$ 45.00
31 - Skid Steers	$ 41.25	1	$ 41.25
12A - Site Dumper/Bobtail	$ 46.25	1	$ 46.25
24 - Pickups	$ 30.00	1	$ 30.00
TOTAL			$ 4,556.00

CREW DESCRIPTION	MEDIUM CREW		
	RATE	QTY	TOTAL
FOR. OP	$ 123.00	1	$ 123.00
OPERATOR	$ 108.00	1	$ 108.00
LABORER	$ 88.00	3	$ 264.00
			$ -
14A - Excavators 10 -	$ 86.25	1	$ 86.25
41A - 950 Wheel Loa	$ 100.00	1	$ 100.00
12A - Site Dumper/B	$ 46.25	1	$ 46.25
24 - Pickups	$ 30.00	1	$ 30.00
TOTAL			$ 6,060.00

	12DW-ST	12DW-BR	TIE-IN-MAIN	RELO-FH	ARV-VALVE	TOTALS

CREW DESCRIPTION	LARGE CREW		
	RATE	QTY	TOTAL
FOR. OP	$ 123.00	1	$ 125.00
OPERATOR	$ 108.00	2	$ 216.00
LABORER	$ 88.00	4	$ 352.00
19B - Mid Excavators	$ 60.00	1	$ 60.00
14B - Excavators 19 - 3	$ 110.00	1	$ 110.00
41A - 950 Wheel Load	$ 100.00	1	$ 100.00
12B - Super Dump w t	$ 120.00	1	$ 120.00
24 - Pickups	$ 30.00	1	$ 30.00
TOTAL			$ 8,904.00

CREW DESCRIPTION	SMALL CREW		
	RATE	QTY	TOTAL
FOR. OP	$ 123.00	1	$ 123.00
OPERATOR	$ 108.00	0	$ -
LABORER	$ 88.00	3	$ 264.00
			$ -
19A - Mini Excavators	$ 45.00	0	$ -
31 - Skid Steers	$ 41.25	0	$ -
12A - Site Dumper/Bo	$ 46.25	0	$ -
24 - Pickups	$ 30.00	1	$ 30.00
TOTAL			$ 3,336.00

SCOPE ID	DESCRIPTION	UOM	QTY	W	D	L
12DW-ST	12" DW STANDARD EXCAVA	LF	240	2	4	1
12DW-BR	12" DW BRIDGE BRACKET - DIP	LF	90			
TIE-IN-MAIN	TIE IN WATER MAIN	EA	2			
RELO-FH	RELOCATE FH	EA	1			
ARV-VALVE	AIR RELEASE VALVE	EA	1			
TENDCPL	INSTALL TENDON COUPLING	EA	2			
6						

NOTES	PRODUCTION	DURATION
	60	4.00
	20	4.50
	1	2.00
	0.5	2.00
	0.5	2.00
	0.5	4.00
		-
		19

VOLUME CALCS (1.6 T/CY)

EXCAVATION	PIPE DIAM (INCH)	BEDDING (TN)	OFFHAUL	DRAINROCK	ASPHALT	AB
71.11	12.00	45.72	42.53			
-		-	-			
-		-	-			
-		-	-			
-		-	-			
-		-	-			
-		-	-			
71		46	43	-	-	-

SCOPE ID	1-LABOR & EQUIPMENT	UOM	QTY	NOTES	UC	
12DW-ST	12" DW STANDARD EXCAVA	DAYS	4.00		$8,904.00	$35,616.00
12DW-BR	12" DW BRIDGE BRACKET - DIP	DAYS	4.50		$8,904.00	$40,068.00
TIE-IN-MAIN	TIE IN WATER MAIN	DAYS	2.00		$8,904.00	$17,808.00
RELO-FH	RELOCATE FH	DAYS	2.00		$4,556.00	$9,112.00
ARV-VALVE	AIR RELEASE VALVE	DAYS	2.00		$4,556.00	$9,112.00
TENDCPL	INSTALL TENDON COUPLING	DAYS	4.00		$4,556.00	$18,224.00
		DAYS	-		$4,556.00	
	TOTAL		19			$129,940.00

		12DW-ST	12DW-BR	TIE-IN-MAIN	RELO-FH	ARV-VALVE	TOTALS
	UOM	LF	LF	EA	EA	EA	
	QTY	240	90	2	1	1	
		$35,616.00	-	-	-	-	$35,616.00
		-	$40,068.00	-	-	-	$40,068.00
		-	-	$17,808.00	-	-	$17,808.00
		-	-	-	$9,112.00	-	$9,112.00
		-	-	-	-	$9,112.00	$9,112.00
		-	-	-	-	-	$0.00
		-	-	-	-	-	$0.00
	LABOR COST	$35,616.00	$40,068.00	$17,808.00	$9,112.00	$9,112.00	$111,716.00
	LABOR/UNIT	$ 148.40	$ 445.20	$ 8,904.00	$ 9,112.00	$ 9,112.00	

SCOPE ID	2-MATERIAL	UOM	QTY	NOTES	UC	
	HAUL OFF					
ALL	OFF HAUL SPOILS	LOADS	7.11		$450.00	$3,200.00
	BEDDING & AB BACK FILL					
ALL	BEDDING	TONS	45.72		$35.00	$1,600.36
ALL	AB BACKFILL	TONS	85.07		$15.00	$1,276.00
	MATERIALS					
12DW-ST	12" DW	LF	330	~10% WST	$325.00	$107,250.00
	TOTAL					$6,076.36

NOTES

SCOPE ID	3 - SUB-CONTRACTOR	UOM	QTY	NOTES	UC	
	SAWCUT					
	TRAFFIC CONTROL					
	ENGINEERING PLANS					
ALL	CHLORINATION/FLUSHING/PRESSURE	LS	1		$8,200.00	$8,200.00
	STREET SWEEPER					
	TOTAL					$8,200.00

SCOPE ID	4 - MOB & SHORING	UOM	QTY	NOTES	UC	
	MOBILIZATION					
	PLATES AND SHORES					
	TOTAL					$0.00

TOTAL COST					$	144,216.36
MARKUP/OVERHEAD/INDIRECTS/INS/BOND					$	41,390.09
TOTAL BID					$	185,606.45

This total did not include the area highlight in Yellow. The total should be $113,326.36

TASK	RECYCLED WATER

CREW DESCRIPTION	SMALL CREW		
	RATE	QTY	TOTAL
FOR. OP	$ 123.00	1	$ 123.00
OPERATOR	$ 108.00	1	$ 108.00
LABORER	$ 88.00	2	$ 176.00
			$ -
19A - Mini Excavators	$ 45.00	1	$ 45.00
31 - Skid Steers	$ 41.25	1	$ 41.25
12A - Site Dumper/Bobtail	$ 46.25	1	$ 46.25
24 - Pickups	$ 30.00	1	$ 30.00
TOTAL			$ 4,556.00

CREW DESCRIPTION	MEDIUM CREW		
	RATE	QTY	TOTAL
FOR. OP	$ 123.00	1	$ 123.00
OPERATOR	$ 108.00	1	$ 108.00
LABORER	$ 88.00	3	$ 264.00
			$ -
14A - Excavators 10	$ 86.25	1	$ 86.25
41A - 950 Wheel Loa	$ 100.00	1	$ 100.00
12A - Site Dumper/E	$ 46.25	1	$ 46.25
24 - Pickups	$ 30.00	1	$ 30.00
TOTAL			$ 6,060.00

8RW-ST	8RW-BR	TIE-IN-MAIN	ARV-VALVE	TOTALS

CREW DESCRIPTION	LARGE CREW		
	RATE	QTY	TOTAL
FOR. OP	$ 123.00	1	$ 125.00
OPERATOR	$ 108.00	2	$ 216.00
LABORER	$ 88.00	4	$ 352.00
19B - Mid Excavators	$ 60.00	1	$ 60.00
14B - Excavators 19 - 2	$ 110.00	1	$ 110.00
41A - 950 Wheel Load	$ 100.00	1	$ 100.00
12B - Super Dump w E	$ 120.00	1	$ 120.00
24 - Pickups	$ 30.00	1	$ 30.00
TOTAL			$ 8,904.00

CREW DESCRIPTION	SMALL CREW		
	RATE	QTY	TOTAL
FOR. OP	$ 123.00	1	$ 123.00
OPERATOR	$ 108.00	0	$ -
LABORER	$ 88.00	3	$ 264.00
			$ -
19A - Mini Excavators	$ 45.00	0	$ -
31 - Skid Steers	$ 41.25	0	$ -
12A - Site Dumper/Bobtail	$ 46.25	0	$ -
24 - Pickups	$ 30.00	1	$ 30.00
TOTAL			$ 3,336.00

SCOPE ID	DESCRIPTION	UOM	QTY	W	D	L
8RW-ST	8" RW STANDARD EXCAVA	LF	240	2	4	1
8RW-BR	8" RW BRIDGE BRACKET - DIP	LF	90			
TIE-IN-MAIN	TIE IN WATER MAIN	EA	2			
ARV-VALVE	AIR RELEASE VALVE	EA	1			
TENDCPL	INSTALL TENDON COUPLING	EA	2			
5						

VOLUME CALCS (1.6 T/CY)

NOTES	PRODUCTION	DURATION
	60	4.00
	20	4.50
	1	2.00
	0.5	2.00
	0.5	4.00
		-
		-
		17

EXCAVATION	PIPE DIAM (INCH)	BEDDING (TN)	OFFHAUL	DRAINROCK	ASPHALT	AB
71.11	12.00	45.72	42.53			
-		-	-			
-		-	-			
-		-	-			
-		-	-			
-		-	-			
-		-	-			
71		46	43	-	-	-

SCOPE ID	1-LABOR & EQUIPMENT	UOM	QTY	NOTES	UC	
8RW-ST	8" RW STANDARD EXCAVA	DAYS	4.00		$6,060.00	$24,240.00
8RW-BR	8" RW BRIDGE BRACKET - DIP	DAYS	4.50		$6,060.00	$27,270.00
TIE-IN-MAIN	TIE IN WATER MAIN	DAYS	2.00		$6,060.00	$12,120.00
ARV-VALVE	AIR RELEASE VALVE	DAYS	2.00		$4,556.00	$9,112.00
		DAYS	-		$4,556.00	
	TOTAL		17			$90,966.00

UOM	8RW-ST *LF*	8RW-BR *LF*	TIE-IN-MAIN *EA*	ARV-VALVE *EA*	TOTALS
QTY	*240*	*90*	*2*	*1*	
	$24,240.00	-	-	-	*$24,240.00*
	-	$27,270.00	-	-	*$27,270.00*
	-	-	$12,120.00	-	*$12,120.00*
	-	-	-	$9,112.00	*$9,112.00*
	-	-	-	-	*$0.00*
LABOR COST	$24,240.00	$27,270.00	$12,120.00	$9,112.00	*$72,742.00*
LABOR/UNIT	*$ 101.00*	*$ 303.00*	*$ 6,060.00*	*$ 9,112.00*	

SCOPE ID	2-MATERIAL	UOM	QTY	NOTES	UC	
	HAUL OFF					
ALL	OFF HAUL SPOILS	LOADS	7.11		$450.00	$3,200.00
	BEDDING & AB BACK FILL					
ALL	BEDDING	TONS	45.72		$35.00	$1,600.36
ALL	AB BACKFILL	TONS	85.07		$15.00	$1,276.00
	MATERIALS					
8RW-ST	8" RW	LF	330	~10% WST	$190.53	$62,874.90
	TOTAL					$6,076.36

NOTES

SCOPE ID	3 - SUB-CONTRACTOR	UOM	QTY	NOTES	UC	
	SAWCUT					
	TRAFFIC CONTROL					
	ENGINEERING PLANS					
ALL	CHLORINATION/FLUSHING/PRESSURE	LS	1		$2,500.00	$2,500.00
	STREET SWEEPER					
	TOTAL					$2,500.00

SCOPE ID	4 - MOB & SHORING	UOM	QTY	NOTES	UC	
	MOBILIZATION					
	PLATES AND SHORES					
	TOTAL					$0.00

TOTAL COST					$	99,542.36
MARKUP/OVERHEAD/INDIRECTS/INS/BOND					$	28,568.66
TOTAL BID					$	128,111.01

This total did not include the area highlight in Yellow. The total should be $68,951.26

SUMMARY

	$
MOBILIZATION (5 TO 10% OF TOTAL)	
STORM DRAIN	$245,157.22
WATER	$185,606.45
RECYCLED WATER	$128,111.01
SCOPE 4	#DIV/0!
SCOPE 5	#DIV/0!
TOTAL:	**#DIV/0!**

ADD ALTERNATES	
ADD ALT 1	
ADD ALT 2	

Underground Republic Water Works
Quotation

Project: S. MILPITAS BLVD.
Location: SAN JOSE, CA
Customer: BIDDING CONTRACTOR
Quote #: S100057528
Bid Date:
Estimator: Joe Aliotti
Email: jaliotti@urwaterworks.com
Taxes: Taxes are not included in the quote. You must account for applicable taxes separately.
Requirements: No domestic requirement found for project.
Plan Date:

Qty	U/M	Part #	Description	Unit Price	Extension
			****BUY AMERICA LEAD TIMES FOR MATERIAL AFTER APPROVED SUBMITTALS FLEX-TENDS 20-24 WEEKS PIPE BRIDGE SUPPORTS SUBMITTALS 2 WEEKS 8-12 WEEKS DELIVERY****		
			****BID ITEM 12 : PVC C900 ALTERNATTE TO RCP STORM DRAIN****		
560	ft	1371	12 DR14 C900 PVC PIPE *PC305*	50.41	28,229.60
160	ft	1373	16 DR14 C900 PVC PIPE *PC305*	68.64	10,982.40
			Subtotal		**$39,212.00**
			****BID ITEM #13****		
108	ft	1211	12 PC350 TJ C/L DI PIPE	62.45	6,744.60
5	ea	5784	12 SURE STOP GASKET	230.48	1,152.40
1	rl	4498	*BLACK* POLYWRAP F/10-12 PIPE 8MILx20 PERF 27WIDE *AWWA C105-05*	369.56	369.56
6	ea	5585	10MIL TAPE 2x100	7.27	43.62
4	ea	2009	12 MJ 45 BEND C153 CL *USA*	645.94	2,583.76
4	ea	1887	12 MJXFE ADPT C153 CL *USA*	626.01	2,504.04
2	ea	12519	12 EBAA 4412F20B FLG FORCE BALANCED FLEX-TEND	12,624.26	25,248.52
4	ea	1843	10-12 BNK 316 STAINLESS STEEL (7/8-9 X 4) DOMESTIC	450.24	1,800.96
4	ea	6818	12 FLG-TYTE FF GSKT 1/8 150# EPDM	86.13	344.52
1	ea	2478	12X2 MJ CAP TAP C153 TC *USA*	323.35	323.35
13	ea	12477	12 EBAA MEGALUG F/DI 1112	148.49	1,930.37
13	ea	4200	12 MJ GASKET	12.27	159.51
104	ea	4307	3/4X4 316SS T-HEAD BOLT & HEAVY HEX NUT (TEFLON COATED NUT)	10.00	1,040.00
1	ea	271	2 GALV MI 90 ST ELB	15.80	15.80
1	ea	4221	2 X 48 GALV NIPPLE	59.17	59.17
1	ea	48	2 IP BALL VALVE FP *LOW LEAD* *759T08LF	87.46	87.46
1	ea	7741	XR501-12.50 X 14.41 X 8 SSFE EPOXY L&C; EPDM; 304SS B&N 207-14411441851	627.15	627.15
260	ft	1371	12 DR14 C900 PVC PIPE *PC305*	50.41	13,106.60
1	ea	5655	3X1000 DETECTABLE TAPE: WATER LINE BURIED BELOW *BLUE*	43.73	43.73
1	rl	5603	#10X500 WIRE HMWPE SOLID BLUE (PE45)	238.46	238.46
4	ea	2009	12 MJ 45 BEND C153 CL *USA*	645.94	2,583.76
1	ea	2478	12X2 MJ CAP TAP C153 TC *USA*	323.35	323.35
9	ea	12479	12 EBAA MEGALUG F/PVC 2012PV	167.98	1,511.82
9	ea	4200	12 MJ GASKET	12.27	110.43
72	ea	4307	3/4X4 316SS T-HEAD BOLT & HEAVY HEX NUT (TEFLON COATED NUT)	10.00	720.00
1	ea	271	2 GALV MI 90 ST ELB	15.80	15.80
1	ea	4221	2 X 48 GALV NIPPLE	59.17	59.17
1	ea	48	2 IP BALL VALVE FP *LOW LEAD* *759T08LF	87.46	87.46
7	ea	8974	12" PIPE SUPPORTS PER DRAWING STRUCTUE DRAWING S9	2,350.00	16,450.00
			Subtotal		**$80,285.37**
			**** ARV**		
1	ea	7912	12 X 1 IP MUE BR2B1314IP100 DS BRZ SADDLE *13.14-14.58*	323.60	323.60
2	ea	309	1 X 3 BRASS NIPPLE	11.73	23.46
1	ea	4713	1 BALL CURB FNPT X FNPT - NL 76101W 5139-113	126.23	126.23
1	ea	14715	1" UL10 CRISPIN 1" NPT UNIV. AIR/REL VALVE W/ S/S TRIM 3/16" AVO. 20-150 PSI	635.49	635.49
2	ea	116	1 BRASS STREET 90 ELL *LOW LEAD*	15.09	30.18
1	ea	5582	1 MIP BUG SCREEN	25.15	25.15
			Subtotal		**$1,164.11**
			**** EXTEND HYDRANT**		
20	ft	1368	6 DR14 C900 PVC PIPE *PC305*	13.59	271.80
1	ea	5965	6x42 HYDRANT BURY MJ	1,290.91	1,290.91
1	ea	6020	6x6 HYD EXTENSION W/BO	289.33	289.33
1	ea	5252	960 CLOW HYDRANT (2)2-1/2; (1)4 *SAFETY YELLOW*	3,892.39	3,892.39
2	ea	5712	6 HYD BOLT & NUT KIT *316SS*	85.71	171.42
2	ea	6809	6 FLG-TYTE RING GSKT 1/8 150# EPDM	31.50	63.00
			Subtotal		**$5,978.85**
			****BID ITEM #14****		
108	ft	1171	8 PC350 TJ C/L DI PIPE *USA*	40.75	4,401.00
5	ea	5782	8 SURE STOP GASKET	158.71	793.55
1	rl	4368	*PURPLE* POLYWRAP F/6-8 PIPE 8MILx20 PERF 20WIDE *AWWA C105/A21.5-10*	225.70	225.70
6	ea	5585	10MIL TAPE 2x100	7.27	43.62
4	ea	2383	8 MJ 45 BEND C153 CL *USA*	256.69	1,026.76
4	ea	1928	8 MJXFE ADPT C153 CL *USA*	310.32	1,241.28
2	ea	12517	8 EBAA 4408F20B FLG FORCE BALANCED FLEX-TEND	7,698.52	15,397.04
4	ea	23421	6-8 BNK 316 STAINLESS STEEL (3/4 X 3-1/2) *USA*	212.29	849.16

4	ea	6811	8 FLG-TYTE FF GSKT 1/8 150# EPDM		61.07	244.28
1	ea	2510	8X2 MJ CAP TAP C153 TC *USA*		190.03	190.03
13	ea	12469	8 EBAA MEGALUG F/DI 1108		68.95	896.35
13	ea	4198	8 MJ GASKET		7.97	103.61
78	ea	4307	3/4X4 316SS T-HEAD BOLT & HEAVY HEX NUT (TEFLON COATED NUT)		10.00	780.00
1	ea	271	2 GALV MI 90 ST ELB		15.80	15.80
1	ea	4221	2 X 48 GALV NIPPLE		59.17	59.17
1	ea	48	2 IP BALL VALVE FP *LOW LEAD* *759T08LF		87.46	87.46
1	ea	7739	XR501-9.75 X 9.75 X 12 SSFE EPOXY L&C; EPDM; 304SS B&N 207-09750975251		514.37	514.37
260	ft	1452	8 DR14 C900 PVC PIPE *PC305* PURPLE		23.40	6,084.00
1	ea	5663	3X1000 DETECTABLE TAPE: RECYCLED /RECLAIMED WATER LINE BURIED BELOW *PURPLE*		41.27	41.27
1	rl	31956	#10x500 WIRE HMWPE SOLID PURPLE (PE45)		238.46	238.46
2	ea	2383	8 MJ 45 BEND C153 CL *USA*		256.69	513.38
1	ea	2510	8X2 MJ CAP TAP C153 TC *USA*		190.03	190.03
5	ea	12471	8 EBAA MEGALUG F/PVC 2008PV		84.53	422.65
5	ea	4198	8 MJ GASKET		7.97	39.85
30	ea	4307	3/4X4 316SS T-HEAD BOLT & HEAVY HEX NUT (TEFLON COATED NUT)		10.00	300.00
1	ea	271	2 GALV MI 90 ST ELB		15.80	15.80
1	ea	4221	2 X 48 GALV NIPPLE		59.17	59.17
1	ea	48	2 IP BALL VALVE FP *LOW LEAD* *759T08LF		87.46	87.46
7	ea	8974	8" PIPE SUPPORTS PER DRAWING STRUCTUE DRAWING S9		2,280.00	15,960.00
				Subtotal		**$50,821.25**
			**** ARV**			
1	ea	7897	8 X 1 IP MUE BR2B0899IP100 DS BRZ SADDLE *8.99-9.67*		183.29	183.29
2	ea	309	1 X 3 BRASS NIPPLE		11.73	23.46
1	ea	4713	1 BALL CURB FNPT X FNPT - NL 76101W 5139-113		126.23	126.23
1	ea	14715	1" UL10 CRISPIN 1" NPT UNIV. AIR/REL VALVE W/ S/S TRIM 3/16" AVO. 20-150 PSI		635.49	635.49
2	ea	116	1 BRASS STREET 90 ELL *LOW LEAD*		15.09	30.18
1	ea	5582	1 MIP BUG SCREEN		25.15	25.15
				Subtotal		**$1,023.80**
			Project Total			**$178,485.38**

51,845.05 w/ TAX 57,159.17 + 10% WASTE

We are pleased to offer you our proposal for furnishing the above material. This is our understanding of the requirements as indicated in the project plans & specifications. We believe the material does reasonably cover the requirements. However, you should carefully check this list as it is not in any way guaranteed.

The Underground Republic Water Works terms & conditions are set forth here:
https://www.urwaterworks.com/
These terms & conditions are incorporated herein, and this quote is subject to such terms & conditions. By accepting this quote, customer acknowledges it has read and approves these Underground Republic Water Works terms & conditions.

Freight to Follow on Special Order Items.

Oldcastle Infrastructure™
A CRH COMPANY

Contract & Proposal

3800 E. Mariposa Road
Stockton CA, 95215

Oldcastleinfrastructure.com
(925)-557-5114

Quote Number: Q-408405-1
Quote Date: 05/05/2026
Quote Expiration: 06/04/2026

Customer Number: 1010203866

Quote To:
A & B CONSTRUCTION INC.
1350 4TH ST
Berkeley CA, 94710-1349
Contact: Andres Martin
Phone: 510.913.4564
Email:

Ship To:
Job Name: S. MILPITAS BLVD-ROAD EXT.
SOUTH MILPITAS BOULEVARD
MILPITAS CA, 95035

Terms:
Payment: Net 30
Delivery Terms: Standard or LTL
Tax Exempt: No

Notes:

48" SDMH QTY2

Product	Description	Qty Unit	Mark	Unit Price	Amount
FG10004418	RISER 48DX12 5W STEPS DC	1 EA		$300.00	$300.00
FG10004420	RISER 48DX24 5W STEPS DC	1 EA		$425.00	$425.00
FG10004422	RISER 48DX36 5W STEPS DC	1 EA		$550.00	$550.00
FG10004483	CONE 48DX36 5W 24D ECC STEPS	2 EA		$500.00	$1,000.00
FG10004161	GRADE RING 24DX3 5W	1 EA		$75.00	$75.00
FG10004162	GRADE RING 24DX6 5W	1 EA		$85.00	$85.00
TG10002081	FRAME CI 24"X4.5" A-1024	2 EA		$250.00	$500.00
TG10002038	COVER CI 24" STORM DRAIN EP A-1024 *SD MANHOLE BASES ARE POURED IN THE FIELD BY CONTRACTOR.*	2 EA		$250.00	$500.00
				Subtotal	**$3,435.00**

w/ TAX $ 3787.08

FI 18X18<5' QTY.6

Product	Description	Qty Unit	Mark	Unit Price	Amount
PH10000010	FI 18X18<5'	6 EA	FI 18X18<5'	$950.00	$5,700.00
CF10000024	BASE 18x18X48-HLE	6 EA	FI 18X18<5'		
PH10000010	FI TOP 18X18<5'	4 EA	FI TOP 18X18<5'	$750.00	$3,000.00
CF10000024	BASE 18x18X36 - NF	4 EA	FI TOP 18X18<5'		
FG10004215	18X18 TRAFFIC GRATE IMP E0043G	6 EA		$200.00	$1,200.00
				Subtotal	**$9,900.00**

1650 EA + 500 BTTM = 2150 EA
w/ TAX

FI 36X36<6' QTY3

Product	Description	Qty Unit	Mark	Unit Price	Amount
PH10000010	FI 36X36<6' TF	3 EA	FI 36X36<6' TF	$2,000.00	$6,000.00
CF10000024	BASE 36x36X60-HLE *W/ SIDE OPENING WHERE NEEDED.*	3 EA	FI 36X36<6' TF		
PH10000010	FI TOP 36X36<6' TF	2 EA	FI TOP 36X36<6' TF	$1,500.00	$3,000.00
CF10000024	BASE 36x36X36 - NF *TOP W/ SIDE OPENING WHERE NEEDED.*	2 EA	FI TOP 36X36<6' TF		
FG10004231	36X36 TRAFFIC GRATE IMP E0046G	3 EA		$900.00	$2,700.00
				Subtotal	**$11,700.00**

JOINT SEAL

3900 EA + 500 BTTM = 4400.00
w/ TAX = $

Oldcastle Infrastructure™
A CRH COMPANY

Contract & Proposal

3800 E. Mariposa Road
Stockton CA, 95215

Oldcastleinfrastructure.com
(925)-557-5114

Quote Number: Q-408405-1
Quote Date: 05/05/2026
Quote Expiration: 06/04/2026

Product	Description	Qty Unit	Mark	Unit Price	Amount
TG10001073	SEALANT JOINT 1.00"X14.5' CS-102 ROLL	8 EA		$21.00	$168.00
				Subtotal	**$168.00**

FREIGHT

Product	Description	Qty Unit	Mark	Unit Price	Amount
SV10001003	FREIGHT TO JOBSITE, QUANTITY ONE TRUCK LOAD, CUSTOMER TO OFFLOAD.	2 EA		$1,025.00	$2,050.00
				Subtotal	**$2,050.00**

Est. Sales Tax	**$2,725.33**
Subtotal	**$27,253.00**
Quote Total (US)	**$29,978.33**

Exclusions: NO ADMIXES, COATINGS, EPOXIES OR LINERS OF ANY KIND WERE QUOTED, IF NEEDED TO BE DONE IN THE FIELD BY CONTRACTOR.

* Send signed approved quote to: danny.eshom@oldcastle.com

Signature for Approval

Signature _____ Print Name _____ Date _____

Title _____ Purchase Order Number _____

Oldcastle Infrastructure Commercial Clarifications
03/20/2022 V1

Special Products:

1. Any special product(s) and high-volume standards (collectively, "Special Products") will be invoiced on a mutually agreed upon in writing delivery date and ownership transferred, upon Invoicing. Oldcastle Infrastructure, Inc. ("Oldcastle") reserves the right to require full or partial pre-payment for any Special Products ordered.
2. Special Products may not be returned.
3. If Special Product(s) cannot be accepted within 30 days of invoicing, a 10% storage fee will be assessed monthly unless otherwise agreed upon in writing.
4. All Special Products ordered as part of a cash sale must be fully paid prior to production.
5. A disposal fee of $200/ton will be charged for all Special Products on hand over 90 days from the mutually agreed upon delivery date.

Delivery:

6. The site must be accessible by delivery vehicles under their own power. If the material is to be delivered and set by Oldcastle, acceptability to the site will be determined by the boom operator.
7. Freight charges quoted are based on full truckload quantities. Short loads will be subject to additional charges to cover the cost of delivery.
8. Deliveries canceled with less than 24 hours' notice are subject to full delivery charge.
9. Delivery includes one hour for offloading. Additional time in excess of one hour will be invoiced at an hourly rate.
10. A restocking fee of up to 40% may be charged on undamaged, standard products. Freight charges for returned product on Oldcastle equipment will also be applicable.
11. All Returns must be approved by Oldcastle. Returns will not be accepted after 90 days from date of purchase.

Pricing:

12. Oldcastle must be notified if a project requires prevailing wages as additional costs may be applied to the quotation.
13. Pricing is valid for 30 days from the date of this quote.
14. A 2.09% surcharge will be imposed on all Credit Card transactions, which is not greater than our cost of acceptance. A surcharge will not be applied to any ACH or Debit Card transaction.
15. Pricing remains valid for 180 days from order confirmation. For orders that have not shipped or transferred ownership to the buyer after 180 days, we reserve the right to implement a 1.5% quarterly price escalation fee.
16. If during the performance of this contract the cost of materials significantly increases through no fault of the seller, we reserve the right to equitably adjusted the price of this contract by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in the cost of materials exceeding 6% experienced by seller from the date of the contract signing.
17. Delivery pricing is based on Oldcastle Infrastructure's current fuel surcharge rate and is good for 7 days from the date stated on this Quote. Thereafter, Customer is responsible for paying Oldcastle Infrastructure's fuel surcharge rate in effect on each delivery date. Fuel surcharge rates are derived from pricing, as established by the U.S. Energy Information Administration's Gasoline and Diesel Fuel Index, published at https://www.eia.gov/petroleum/gasdiesel/

Additional Item:

18. Every effort has been made to provide an accurate take-off however, the quantities are not guaranteed by Oldcastle but provided for the buyer's convenience only. It is the buyer's responsibility to verify the accuracy of the project requirements and quantities. Changes in quantities, dimensions, or specifications from this quote may require an adjustment in price. Buyer agrees to pay per unit price for the actual number of units delivered. All products and services listed on this Quotation are provided under OLDCASTLE INFRASTRUCTURE, INC's Standard Terms and Conditions located at: https://oldcastleinfrastructure.com/support/terms-conditions/

MAY 19, 2026

Robert Rosas
Vice President- Estimating
A&B Construction Inc.
225 3rd Street
Oakland, CA 94607-4309

SUBJECT: Acceptance of Bid Withdrawal for South Milpitas Boulevard Road Extension Project, CIP No. 2016

Dear Mr. Rosas,

The City of Milpitas acknowledges receipt of your letter dated May 13, 2026, formally requesting withdrawal of A&B Construction Inc.'s bid submitted on May 12, 2026, for the South Milpitas Boulevard Road Extension Project, CIP No. 2016, citing a material error caused by a malfunction in your estimating spreadsheet.

In accordance with California Public Contract Code (PCC) Section 5103, A&B Construction Inc.(A&B) has established to the satisfaction of the City that the mistake was a clerical error, which made the bid materially different than A&B intended it to be and has provided written notice within five working days after the bid opening. The City understands that the pricing submitted was materially affected by a malfunction in your estimating spreadsheet, which prevented certain cost components from being properly captured prior to submission. The City recognizes that this type of clerical and software-related error can occur in the preparation of complex bid documents.

Pursuant to PCC Section 5101 and after careful review of your withdrawal request and the supporting documentation, the City of Milpitas hereby grants its consent to relieve A&B of its bid submitted on May 12, 2026.

The City of Milpitas appreciates A&B Construction Inc.'s transparency in promptly identifying and reporting this error, and for your continued interest in working with the City. We look forward to the possibility of your participation in future solicitations.

Should you have any questions or require further assistance, please do not hesitate to contact our office.

Sincerely,

Michael Silveira

Michael Silveira, P.E.
City Engineer

NOTICE OF INTENT TO AWARD CONTRACT

Department of Public Works

Project Name:	South Milpitas Blvd Road Extension
City Project Number:	2016
Bid Opening Date:	May 12, 2026 (2:00 PM)
NOIA Posting Date:	May 19, 2026
Project Manager:	Anna Highsmith, P.E.
NOIA Posting Location:	*Addenda & Official Notices*

On May 12, 2026, the City of Milpitas (City) held a bid opening for the upcoming **South Milpitas Blvd Road Extension Project**. The City intends to award the Project contract to the lowest responsive bidder, **Joseph J. Albanese, Inc.**, at the **June 9, 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 I

Construction Change Order Policy for the South Milpitas Blvd Road Extension, CIP No. 2016

2021 City Council Approved Construction Change Order Policy

Construction Award **Award Amount**	**Individual Administrative Change Order Authority**	**Cumulative Change Order Authority**
Less than $100,000	$10,000	$15,000
Over $100,000	10% of Award or $20,000 whichever is less	15% of Award or $40,000 whichever is smaller

South Milpitas Blvd Road Extension, CIP No. 2016 Change Order Policy

Construction Award **Award Amount**	**Individual Administrative Change Order Authority**	**Cumulative Change Order Authority**
$5,730,00	N/A	$1,146,000

CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO.

This Agreement is made and entered into as of _____, ("Effective Date") by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and **H.T. Harvey & Associates**, a Stock Corporation, with its principal place of business at 720 University Avenue, Suite 200, Los Gatos, CA 95032 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

SOUTH MILPITAS BLVD BRIDGE - MITIGATION & MONITORING SUPPORT

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Hundred Eleven Thousand Four Hundred Ninety Eight Dollars and Zero Cents ($111,498.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes

in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term.

The term of this Agreement shall be from June 16**, 2026,** to **December 31, 2032**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents ($1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with

the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of

the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign **Zachery Gizicki** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Milpitas	H. T. Harvey & Associates
455 E. Calaveras Boulevard	720 University Avenue, Suite 200
Milpitas, California 95035	Los Gatos, CA 95032
Attn: **Michael Silveira,** City Engineer	Attn: **Zachery Gizicki,** Project Manager

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other

consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Wage Theft Prevention

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

b. BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MILPITAS AND H. T. HARVEY & ASSOCIATES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS
Approved By:

_____
WWillie A. Hopkins, Jr., City Manager

_____
Date

Approved As To Form:

_____
Christian M. Curtis
City Attorney

Approved:

_____
Luz Cofresí-Howe
Finance Director/Risk Manager

Approved As To Content:

_____
Christian Di Renzo
Public Works Director

H. T. HARVEY & ASSOCIATES

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT A

Scope of Services

South Milpitas Blvd Bridge – Mitigation & Monitoring Support

The consultant shall provide ecological consulting services to the City of Milpitas (City) to support implementation of the riparian Mitigation and Monitoring Plan (MMP) for the South Milpitas Boulevard Bridge Project (H. T. Harvey 2025). The project involves construction of a clear span bridge over Penitencia Creek as part of a broader effort to improve transportation infrastructure and provide habitat enhancements. It includes temporary and permanent impacts to riparian and channel habitat and requires both on-site mitigation and off-site mitigation at the City-owned Hidden Lake Park.

The Consultant's scope of services shall include review of construction and planting plans, preparation of a Biological As-built Report, and annual post-construction mitigation monitoring and reporting as required by the MMP and the associated regulatory permits from Regional Water Quality Control Board (RWQCB), U.S. Army Corps of Engineers (USACE), and California Department of Fish and Wildlife (CDFW).

The City's contractor/landscape architect will complete the riparian mitigation landscape construction documentation, bridge construction, restoration grading, plant installation, and maintenance activities. The consultant's responsibilities begin during construction planning and continue through Year 3 of mitigation monitoring on site and Year 5 of mitigation monitoring at Hidden Lake Park.

Task 1. Habitat Restoration Construction and As-Built Support

H. T. Harvey assumes up to 6 site visits to:

- Establish and collect eight permanent photopoints for the post-construction ecological monitoring at the on-site and off-site mitigation area and collect baseline vegetation data at the on-site mitigation area.
- Conduct a walkthrough with the City's contractor to discuss riparian restoration approaches prior to grading.
- Determine whether soil decompaction/compost amendment is necessary following earthwork and prior to seeding at the on-site mitigation area.
- Flag planting locations for the City's landscape architect.
- Conduct an on-site kick-off meeting with the City's contractor immediately before planting at the off-site mitigation area and confirm planting locations and quantities.
- Document as-built conditions and collect post-project photodocumentation at the on-site and off-site mitigation areas.

Within eight weeks of initial site restoration, the consultant will prepare a Biological As-Built Report suitable for the City's submittal to the RWQCB, USACE, and CDFW including:

- Pre- and post-installation photodocumentation (both on-site and off-site).
- Confirmation of as-built planting areas, species, and quantities.

- A comparison of the as-built condition to the MMP's conceptual plan.
- Baseline pre-project vegetation cover at the on-site area.
-

The consultant shall procure services from San Francisco Bay Bird Observatory to grow the container plants and collect willow stakes for installation at Hidden Lake Park.

Deliverables:

- Draft and Final Biological As-Built Report.

Task 1 Conditions:

- The City will provide marked-up as-built construction plans showing any deviations from the permitted plans in the MMP for H. T. Harvey's inclusion in the Biological As-Built Report.
- SFBBO will source willow stakes and container plants for installation at the off-site restoration area and for up to 3 years of replacement planting.
- The City's contractor will install the willow stakes and container plants (and any replacement plants) at Hidden Lake Park.
- The City's contractor will source the seed for on-site restoration.
- The City's contractor/landscape architect will install an irrigation system or develop an irrigation plan for the willow stakes and container plants at Hidden Lake Park.
- On-site and off-site revegetation will occur in 2026.

Task 2. Year 1 Monitoring (2027)

H. T. Harvey's restoration ecologists will conduct up to three maintenance monitoring visits (spring, summer, fall) to assess maintenance needs at the on-site and off-site mitigation areas. Observations will include presence of trash/debris, invasive species presence, erosion issues, and plant health/replanting needs. H. T. Harvey will coordinate with the City's contractor as necessary to ensure maintenance activities, such as irrigation and weed control, are implemented. In the fall, H. T. Harvey restoration ecologists will conduct annual monitoring at the on-site and off-site mitigation areas. Annual monitoring will include:

- Plant cover in the intermittent stream/freshwater marsh and riparian annual grassland habitats at the on- site mitigation area.
- Cover of invasive plant species at both the on-site and off-site mitigation areas.
- Cover of native woody species at the off-site mitigation area.
- Survival of planted willows at the off-site mitigation area.
- Survival of other planted container plants at the off-site mitigation area.
- Photodocumentation at the established photopoints.

A Year 1 Monitoring Report will summarize findings at the on-site and off-site mitigation area and provide recommendations.

Deliverables:

- Email summary of maintenance observations following the maintenance monitoring events to the City and the City's contractor.
- Draft and Final Year 1 Annual Monitoring Report.

Task 2 Conditions:

- The City will provide marked-up as-built construction plans showing any deviations from the permitted plans in the MMP for H. T. Harvey's inclusion in the Biological As-Built Report.
- SFBBO will source willow stakes and container plants for installation at the off-site restoration area and for up to 3 years of replacement planting.
- The City's contractor will install the willow stakes and container plants (and any replacement plants) at Hidden Lake Park.
- The City's contractor will source the seed for on-site restoration.
- The City's contractor/landscape architect will install an irrigation system or develop an irrigation plan for the willow stakes and container plants at Hidden Lake Park.
- On-site and off-site revegetation will occur in 2026.

Task 3. Year 2 Monitoring (2028)

The consultant will conduct the same activities described in Task 2 in 2028. The same deliverables and assumptions apply.

Task 4. Year 3 Monitoring (2029)

The consultant will conduct the same activities described in Task 2 in 2029. The same deliverables and assumptions apply. If all criteria are met, monitoring of the on-site mitigation may cease following submission of the Year 3 Annual Monitoring Report.

Task 5. Year 4 Monitoring (2030)

The consultant shall conduct the same activities described in Task 2 in 2030, except only for the off-site mitigation area. Only one maintenance monitoring visit will occur in Year 4 concurrent with annual monitoring. The same deliverables and assumptions apply.

Task 6. Year 5 Monitoring (2031)

The consultant shall conduct the same activities described in Task 5 in 2031. The same deliverables and

assumptions apply.

Contingency (15%)

This task provides additional budget as needed for additional tasks related to the project up to the limit of the budget. The proposed contingency budget is 15% of the total budget for Task 1 to 6. The consultant shall obtain approval by the City of Milpitas to access the contingency budget.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement.

TASK	DESCRIPTION	COST
1	Habitat Restoration Construction and As-Built Support	$22,672
2	Year 1 Monitoring (2027)	$20,178
3	Year 2 Monitoring (2028)	$15,917
4	Year 3 Monitoring (2029)	$17,105
5	Year 4 Monitoring (2030)	$9,973
6	Year 5 Monitoring (2031)	$11,110
	Contingency (15%)	$14,543
	TOTAL	**$111,498**

EXHIBIT C

Billing Rates Schedule

EXHIBIT D

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's or Consultant's Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's or Consultant's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

___ Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

_X_ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

___ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

_X_ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000.00 combined single limit for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than $5,000,000.00 combined single limit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

_X_ Insurance appropriates to the Contractor or Consultant's profession, with limit no less than $1,000,000.00 per occurrence or claim, $2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than $1,000,000.00 per occurrence or claim, and $2,000,000.00 policy aggregate.

___ Insurance appropriates to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

_X_ Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

___ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000.00 per occurrence or claim and $2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than $1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

_X_ Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

___ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

_X_ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

_X_ Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

___ Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, ("Effective Date") by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and **Baseline Environmental Consulting**, a California Stock Corporation with its principal place of business at 388 17th Street, Suite 230 Oakland, CA 94612 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Environmental Oversight for Construction of S. Milpitas Blvd Extension and Tango Park
(hereinafter referred to as "the Project")

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as **Exhibit A**.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in **Exhibit B**.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Hundred Ninety-Seven Thousand Six Hundred Seventeen Dollars and Zero Cents ($197,617.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes

in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term

The term of this Agreement shall be from **July 1, 2026, to December 31, 2030**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents ($1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with

the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of

the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign Cem Atabek as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Milpitas	Baseline Environmental Consulting
455 E. Calaveras Boulevard	388 17th Street, Suite 230
Milpitas, California 95035	Oakland, CA 94612
Attn: Michael Silveira, City Engineer	Attn: Cem Atabek, Project Manager

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

28. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other

consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

30. Wage Theft Prevention

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

b. BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MILPITAS AND BASELINE ENVIRONMENTAL CONSULTING

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS
Approved By:

_____
Willie A. Hopkins, Jr., City Manager

_____
Date

Approved As To Form:

_____
Christian Curtis, City Attorney

Approved:

_____
Luz Cofresí-Howe
Finance Director/Risk Manager

Approved As To Content:

_____
Christian Di Renzo, Public Works Director

BASELINE ENVIRONMENTAL CONSULTING, INC.

_____
Signature

Cem Atabek
Name

Project Manager
Title

_____
Date

EXHIBIT A

Scope of Services

I. Task 1A and 2A: Project Administration and Coordination

Upon receipt of the Notice to Proceed from the City, The Consultant shall conduct a kick-off meeting with the City to review the scope of the project, project schedule, and deliverables. The Consultant shall attend weekly construction meetings with the City during the excavation/earthwork period of the project.

The Consultant shall coordinate meetings with the Regional Water Board (RWB) to notify them of the Consultant's environmental oversight role, the project schedule, and anticipated deliverables. The Consultant shall coordinate with the RWB regarding any potential changes to the project's design plans and any additional proposed modifications to the RMP as recommended by the Consultant. The Consultant shall coordinate with the RWB for approval of the proposed destruction of the monitoring wells.

The Consultant shall coordinate meetings with the Contractor to inform them of their environmental compliance responsibilities. The Consultant shall additionally provide the Contractor with recommendations regarding soil management practices during these meetings and throughout the excavation/earthwork periods of the project.

The Consultant shall be responsible for all coordination throughout the duration of the project, including, but not limited to the following:

- Their equipment rental company and laboratory subcontractors.
- The City and the Contractor including, but not limited to, all scheduling, lab results, soil management/waste disposal recommendations, and import fill review.
- The Regional Water Board including, but not limited to, notification of unexpected conditions and import fill review.
- All additional regulatory agencies

II. Task 1B and 2B: Technical Memorandum and Reporting

The Consultant shall prepare a Health and Safety Plan (HSP) for the project in accordance with the RMP, SGMP, and project scope. The HSP will be prepared in accordance with the California Occupational Safety and Health Administration Construction Safety Orders in Title 8 of the California Code of Regulations.

The Consultant shall obtain the destruction permits from the Santa Clara Valley Water District (SCVWD) for all groundwater monitoring wells at the site. Prior to obtaining the SCVWD permits, The Consultant shall assist the Contractor with engaging a state-licensed drilling contractor under this task (also included under Task C: Field Activities). The Consultant shall ensure the drilling Contractor is identified on the permit applications and provides insurance certificates to the SCVWD prior to the issuance of the permits. Following the destruction of the wells, The Consultant shall prepare the Department of Water Resources (DWR) well destruction reports and submit them to the SCVWD.

The Consultant shall prepare and submit all required documentation to the RWB. The Consultant shall submit via email to the RWB all notifications for the project schedule, proposed well destruction, and any other proposed changed to the RMP. The Consultant shall prepare and submit a technical

memorandum to the RWB to document this information, as needed. If needed, The Consultant shall prepare and submit any and all required documentation to the Santa Clara County Department of Environmental Health (SCCDEH). If an underground storage tank (UST) is discovered during excavation/earthwork activities, a UST removal permit application will be required and prepared by the Consultant and submitted to SCCDEH, and a UST removal report will be prepared and submitted to SCCDEH following the removal of the UST. While the Consultant will prepare and submit all required documents as needed to SCCDEH, encountering a UST on site is considered an unexpected condition and is not included in the Consultant's scope of work.

Following the completion of excavation/earthwork and soil disposal activities for each phase of the project, The Consultant shall prepare a Completion Report to document the monitoring well destruction, excavation/earthwork, air monitoring, remediation and confirmation sampling (if performed), importing of fill, groundwater dewatering and discharge (if performed), and soil disposal activities of that project phase. The completion report for phase 2 of the project will also document the capping of arsenic impacted soil at 1700 Sango Court and request case closure for 1831 Tarob Court, given the assumption that the site satisfies the criteria established in the RWB's Assessment Tool for closure of Low-Threat Chlorinated Solvent Sites (July, 2009) and that no new areas of significant contamination are discovered during project excavation/earthwork which will warrant additional groundwater monitoring.

The completion reports will include a description of the field activities performed, chemical data summary tables, and comparison of analytical results to applicable screening levels and thresholds including the RWB's Environmental Screening Levels (ESLs) and hazardous waste criteria as defined in California Code of Regulations Title 22. The Completion Reports will present conclusions and recommendations regarding the quality of soil and groundwater remaining at the site. Copies of the permits, laboratory reports, chain of custody forms, waste disposal documents, and figures showing excavation areas, stockpiles, and sampling locations will be attached to the main reports.

III. Task 1C and 2C: Field Activities

Well Destruction

The Consultant shall coordinate with the Contractor to assist them with locating the monitoring wells at the site and marking the wells for utility clearance through Under Ground Service Alert prior to destruction of the wells. The Consultant shall oversee and document the well destruction activities. Following destruction of the monitoring wells at the site, The Consultant shall collect one composite soil sample from the drums of drill cuttings for waste disposal characterization. The Consultant shall coordinate with the Contractor to assist them with engaging a waste disposal service for the drums and profiling the drums for disposal.

Environmental Oversight

The Consultant's proposed scope of work and cost assumes that they will perform full-time environmental oversight and air monitoring during project excavation/earthwork activities, per the requirements noted in the RMP. The Consultant, also referred to as the Environmental Professional in the RMP, will observe excavation and earthwork activities on a full-time to part-time basis, depending on each task duration at the site. The Consultant shall reduce environmental oversight and air monitoring requirements as needed based on the results of initial oversight and air monitoring activities and will coordinate with the RWB. The Consultant shall provide full-time environmental oversight and air monitoring during the first two weeks of excavation/earthwork activities and during excavation/earthwork activities in areas where more significant contamination has been identified at

the site. If it is found that no exceedances of PM10 or PID reading action levels occur and no obvious contamination is encountered during the initial monitoring, then the Consultant may recommend that environmental oversight and air monitoring be reduced or suspended while working in areas where significant contamination has not been previously identified at the site. The Consultant shall recommend that full-time environmental oversight and air monitoring be re-initiated if excessive dust emissions or odors are noted by the City, Contractor, or public, or if obvious contamination is encountered.

The Consultant's project manager will coordinate closely with the Consultant's field monitoring staff to ensure that any soil management issues are being adequately addressed and to provide support if unexpected conditions are encountered. The Consultant shall document the construction activities and environmental monitoring activities/observations/readings, and soil/groundwater sampling activities. The daily monitoring logs will include maps depicting the areas of excavation/earthwork, soil stockpiles, soil or groundwater contamination (if encountered), sample locations, and air monitoring locations including upwind and downwind locations for dust monitoring, and work area locations for volatile organic compounds (VOCs) monitoring.

The daily monitoring logs will also document any communications with the Contractor and the City regarding field observations, air monitoring results, and recommendations for soil management. Copies of the daily monitoring logs will be attached to the completion reports.

Air Monitoring Equipment and Protocols

The weather conditions (wind speed and direction) will be monitored and logged using a Davis Vantage Pro2 portable weather station. The upwind and downwind air monitoring for respirable dust, expressed as concentrations of particulates smaller than 10 microns (PM10), will be performed using Thermo Scientific pDR-1500 Aerosol Monitors. The air monitoring for VOCs will be performed using a RAE Systems MiniRAE 3000 Photoionization Detector (PID). The dust meters and PID will be calibrated at the start of each day in accordance with manufacturer recommendations.

The portable weather station will be placed in a location that will not interfere with construction activities and where wind flow will not be altered by equipment/materials. The upwind and downwind dust monitoring stations will be located within a 45° arc from the predominant wind direction. If there is a change in the wind direction, the stations will be relocated such that they remain within a 45° arc of the predominant wind direction. The monitoring stations will be positioned at a height of 5 feet above ground surface to approximate the average height of the human breathing zone near the boundary of the Site.

During Phase 1 of the project, the Consultant proposed having one upwind and one downwind dust monitoring location based on the relatively small area of ground disturbance. During Phase 2 of the project, the Consultant proposed having one upwind and two downwind dust monitoring locations due to the larger area of ground disturbance. The real-time PM10 readings and 8-hour time weighted average (TWA) PM10 readings will be logged by dust meters. Air monitoring equipment calibration, observations such as dust generating activities or observations of visual dust, and real-time instrument readings will be recorded on daily spreadsheets to document the wind speed/direction, PM10 readings, and PID readings. The daily spreadsheets will ensure that corrective actions are recommended and implemented immediately if PM10 or PID readings exceed action levels or if excessive wind or visual dust is observed. The air monitoring observations and readings will be recorded on the spreadsheets every 15 minutes to half-hour depending on the nature of the construction activities being performed and field conditions such as more frequent recordings during more intensive earth work or if visual

dust is observed. The logged PM10 and weather monitoring data will be downloaded as backup files and reviewed periodically.

The action level established in the RMP for PM10 is 150 micrograms per cubic meter (µg/m3) as an 8-hour TWA. The Consultant understands that this action level will apply to the difference between upwind and downwind PM 10 concentrations. The RMP does not include a short-term (i.e., real-time) action level for PM10 to provide guidance on when additional dust control should be recommended immediately, and therefore The Consultant shall conservatively use 150 µg/m3 above upwind PM10 as a short-term action level for PM10.

The action level established in the RMP for PID readings is 1 part per million (ppm) as an 8-hour TWA, which is based on the Permissible Exposure Limit (PEL) for benzene established by the California Occupational Safety and Health Administration (Cal-OSHA). The Consultant shall use a short-term action level for PID readings of 5 ppm over any 15-minute period, which is the short-term exposure limit (STEL) for benzene established by Cal-OSHA. If the specific VOC causing the PID readings is known based on the results of soil sampling, then other action levels could be utilized for PID readings, such as the 8-hour TWA of 25 ppm for TCE which is the Cal-OSHA PEL, and the STEL of 100 ppm for TCE established by Cal-OSHA.

If short-term air monitoring action levels are exceeded, The Consultant shall immediately notify the Contractor and recommend respiratory protection (for PID readings) and additional dust control (for PM10). If air monitoring action levels based on the 8-hour TWA are exceeded, The Consultant shall notify the City and Contractor and recommend respiratory protection (for PID readings) and additional dust control (for PM10) as soon as possible.

Excavation Monitoring and Soil Sampling

The Consultant shall inspect excavations and areas of newly exposed soil to evaluate them for potential contamination based on visual indicators such as staining of soil, odors, and PID readings. The Consultant shall aim to inspect areas when they are not being actively worked on so that they do not interfere with the Contractor's operations. The Consultant shall inspect areas from a safe distance when they are being actively worked on and will ensure clear communication with the Contractor prior to approaching active work areas to more closely evaluate potential contamination, if warranted.

The Consultant shall not enter excavations that are deeper than 5 feet (or potentially shallower if unstable soils are present) unless proper shoring or sloping of the excavation has been performed as confirmed by a competent person and adequate access such as a ladder or ramp is provided. If sampling is required at an excavation that is not safe for entry, The Consultant shall direct the contractor to retrieve soil from a designated location using an excavator bucket, and The Consultant shall collect soil samples from the center of the retrieved soil to avoid potential cross 13 contamination from the excavator bucket. For excavations that are safe to enter, The Consultant shall collect soil samples directly from the excavation sidewalls and bottom.

Confirmation samplings for smaller remedial excavations will be performed in accordance with the sampling frequency identified in the RMP. The Consultant shall coordinate with the RWB to modify the confirmation sampling frequency noted in the RMP, if warranted.

In-situ soil samples will be collected in laboratory supplied containers, which will include preserved vials for analysis of VOCs and glass jars for analysis of other constituents. Soil stockpile samples will be collected in stainless steel sleeves sealed with Teflon tape and plastic caps in accordance with the RMP. Samples will be sealed, labeled with the project name, date and time of sample collection,

sampler's initials, and unique sample identification, placed in a cooler containing ice, and delivered to a State-certified analytical laboratory.

The Consultant shall initially collect one sample from each area to evaluate the potential contaminants that may be present, and they assume that remedial excavations measuring roughly 10 by 10 feet (or 100 square feet) will be performed to address VOC contamination in each of the two areas. Confirmation samples will then be collected in accordance with the RMP for analysis of VOCs, including two excavation bottom samples and one sample from each sidewall. They assume that a groundwater sample will also be collected from each excavation (if groundwater is encountered) for analysis of VOCs using a disposable bailer or peristaltic pump.

IV. Task 1D and 2D: Laboratory Analysis/Testing

For drums of soil generated by well destruction activities, The Consultant shall analyze one composite soil sample for Title 22 metals by EPA Methods 6010B and 7471A; total petroleum hydrocarbons (TPH) as gasoline, diesel, and motor oil by EPA Method 8015B; and VOCs by EPA Method 8260B. the Consultant proposes that up to one analysis of soluble metals will be performed using the Waste Extraction Test (WET) Method or Toxicity Characteristic Leaching Procedure (TCLP) Method for waste classification purposes, as needed, based on total metals concentrations.

For the initial evaluation of soil in areas of unexpected contamination (if encountered), The Consultant shall analyze two soil samples for Title 22 metals by EPA Methods 6010B and 7471A; TPH as gasoline, diesel, and motor oil by EPA Method 8015B; VOCs by EPA Method 8260B; semi-volatile organic compounds (SVOCs) by EPA Method 8270C; polychlorinated biphenyls (PCBs) by EPA Method 8082; and organochlorine pesticides (OCPs) by EPA Method 8081.

For remedial excavations, The Consultant shall analyze 12 confirmation soil samples and 2 groundwater samples collected for VOCs by EPA Method 8260B.

For soil stockpiles, The Consultant shall analyze 15 samples for Title 22 metals by EPA Methods 6010B and 7471A; TPH as gasoline, diesel, and motor oil by EPA Method 8015B; VOCs by EPA Method 8260B; SVOCs by EPA Method 8270C; and PCBs by EPA Method 8082 in accordance with the RMP.

The Consultant shall compile and evaluate laboratory analytical results through comparison to applicable RWB ESLs and hazardous waste thresholds. The Consultant shall provide recommendations regarding appropriate soil and waste disposal methods in compliance with regulatory standards for soil stockpiles intended for off-site disposal and groundwater that require dewatering/discharge. The Consultant shall provide recommendations regarding suitability of soil stockpiles for re-use on-site. The Consultant shall provide recommendations for soil excavation, soil management, stockpile segregation, and additional sampling based on laboratory analytical results from remedial excavations.

V. Task 3: ADDITIONAL SERVICE ALLOWANCES

A $30,000 contingency has been included for any additional services that are not included in the scope specified in the agreement. The consultant shall obtain City's approval prior to charging this line item.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials not to exceed Agreement.

Task	Title/Description	Cost
Task 1 – S. Milpitas Blvd Road Extension		
1A	Project Administration and Coordination	$11,460
1B	Technical Memorandum and Reporting	$19,035
1C	Field Activities	$46,050
1D	Laboratory Analysis/Testing	$8,436
Task 2 – Tango Park		
2A	Project Administration and Coordination	$11,460
2B	Technical Memorandum and Reporting	$14,610
2C	Field Activities	$45,875
2D	Laboratory Analysis/Testing	$10,691
Additional Services Allowance		$30,000
	Total Project Cost	**$197,617**

EXHIBIT C

Activity Schedule

1. HOURLY COMPENSATION RATES

LABOR

Principal Environmental Engineer	$230 per hour
Senior Hydrogeologist	$220 per hour
Senior Environmental Engineer	$220 per hour
Project Environmental Engineer	$175 per hour
Project Environmental Scientist	$175 per hour
Project Geologist	$175 per hour
Senior Staff Environmental Engineer	$150 per hour
Senior Staff Environmental Scientist	$150 per hour
Senior Staff Geologist	$150 per hour
Staff Environmental Engineer	$130 per hour
Staff Environmental Scientist	$130 per hour
Staff Geologist	$130 per hour
Project/Document Processing	$135 per hour

DIRECT COSTS

Mileage	IRS Rate
Subcontractors and Rental Equipment	At Cost

MATERIALS AND EQUIPMENT

Aerial Drone	$150 per day
Bailers	$15 each
Bladder Membrane	$15 each
Bladder Pump and Controller	$125 per day
EnCore Container	$16 each
Field Vehicle	$65 per day
Groundwater Filters	$20 each
Locks	$20 each
Multi-Parameter Meter	$75 per day
Peristaltic Pump	$50 per day
Photoionization Detector (PID)	$110 per day
Poly Tubing	$0.75 per foot
Rotary Hammer	$100 per day
Soil Sample Sleeves (stainless steel)	$7.5 each
Soil Sampling Tools (hand auger, slide hammer, breaker bar)	$60 per day
Sound Level Meter (Class 1)	$150 per day
Sound Level Meter (Class 1) with Overnight Kit	$200 per day
Traffic Control (signs, cones, barricades)	$25 per day
Vapor Prove Temporary Sub-Slab (vapor pin)	$65 per probe
Vapor Probe Permanent Sub-Slab (vapor pin and flush cover)	$125 per probe
Vapor Probe Temporary Soil (3-5 feet deep, includes filter, tubing, sand, bentonite)	$100 per probe
Vapor Probe Sub-Slab Installation Kit (roto hammer, drill bits, vapor pin tool, shop vac)	$200 per day
Water Level Meter/Interface Probe	$30 per day
Water Level Pressure Transducer	$35 per day
Well Plugs/Caps	$40 each

2. ADDITIONAL SERVICES

Additional Services shall include any service not specifically listed above and agreed by the City

and Baseline. Compensation for additional services shall be by a mutually accepted fixed fee, or on an hourly basis, computed at the actual hourly rates listed above. The Consultant shall obtain City written approval prior to performing any work.

EXHIBIT D

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's or Consultant's Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's or Consultant's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

___ Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

_X_ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

___ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

_X_ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000.00 combined single limit for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than $5,000,000.00 combined single limit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

_X_ Insurance appropriates to the Contractor or Consultant's profession, with limit no less than $1,000,000.00 per occurrence or claim, $2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than $1,000,000.00 per occurrence or claim, and $2,000,000.00 policy aggregate.

___ Insurance appropriates to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

_X_ Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

___ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000.00 per occurrence or claim and $2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than $1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

_X_ Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

___ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

_X_ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

_X_ Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

___ Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):
Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:
Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:
Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:
Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:
Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

AMENDMENT NO. 1
TO THE DESIGN SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND
BILL GOULD ARCHITECTURAL CORPORATION DBA ARTIK ART & ARCHITECTURE
FOR
S. MILPITAS BLVD ROAD EXTENSION PROJECT, CIP NO. 2016

This Amendment No. 1 is entered on _____, 2026, by and between the City of Milpitas, a municipal corporation (hereafter referred to as "City"), and **Bill Gould Architectural Corporation DBA Artik Art & Architecture,** a California Corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No. 1.

RECITALS

WHEREAS, on July 17, 2023, the Parties entered into a Design Services Agreement for the S. Milpitas Blvd Road Extension Project, CIP No. 2016 (the "Agreement") with a compensation amount not to exceed $336,495.00, and with a term period of July 17, 2023, to December 31, 2026; and

WHEREAS, the parties now desire to amend the Agreement to increase the compensation by $72,400.00 to allow Consultant to provide additional professional services described in Exhibit A-1 and B-1, attached hereto, for a new total amount of $408,895.00;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Section 3.1.1, entitled "Scope of Services", the second sentence is hereby amended to read as follows:

   "The Services are more particularly described throughout this Agreement, including Exhibit "A" and **"A-1"** attached hereto and incorporated herein by reference."

2. Section 3.1.2, entitled "Term", is hereby amended to read as follows:

   The term of this Agreement shall be from **July 16, 2023,** to **December 31, 2028**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

3. Section 3.5.2, entitled "Drawings and Specifications", is hereby amended to read as follows:

   Designer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time

the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" **and "A-1",** attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Designer. Designer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" **and "A-1"**, attached hereto. For the preparation of all such drawings and specifications, the Designer shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Designer and City.

4. Section 3.7.1, entitled "Designer Services", is hereby amended to read as follows:

   Designer shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" **and "A-1"**, attached hereto and incorporated herein by reference.

5. Section 3.8.1, entitled "Request for Services", is hereby amended to read as follows:

   At City's request, Designer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" **and "A-1"**, attached hereto, and/or not customarily furnished in accordance with generally accepted design practice.

6. Section 3.8.2, entitled "Definition", the first sentence is hereby amended to read as follows:

   As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Designer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" **and "A-1"**, attached hereto.

7. Section 3.9.7, entitled "City's Representative", is hereby amended to read as follows:

   The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. The City Manager hereby designates **CHRISTIAN DI RENZO, PUBLIC WORKS DIRECTOR**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Designer shall not accept

direction or orders from any person other than the City's Representative or his or her designee.

8. Section 3.10.1, entitled "Designer's Compensation for Basic Services", is hereby amended to read as follows:

"City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Four Hundred Eight Thousand Eight Hundred and Ninety-Five Dollars ($408,895.00) ("Total Compensation").** This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as **Exhibit "B-1"** and incorporated herein by reference."

9. Section 3.10.4, entitled "Payment to Designer", is hereby amended to read as follows:

Designer's compensation and reimbursable expenses shall be paid by City to Designer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in **Exhibit "B-1"** and the compensation rates indicated in **Exhibit "B-1"** attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Designer shall never exceed the percentage amounts authorized by the phasing and funding schedule located in **Exhibit "B-1"** attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

10. **Exhibit A-1 and B-1**, attached hereto and incorporated herein by this reference, are hereby added to the Agreement.

11. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 3.3.3, entitled "Standards and Insurance" of the Agreement dated July 16, 2023. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policies.

12. Except as amended by this Amendment No.1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.1, whenever the term "Agreement"

appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.1.

13. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.1.

14. If any provision of this Amendment No.1 shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment No.1 unless elimination of such provision materially alters the rights and obligations set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO AMENDMENT NO. 1
TO DESIGN SERVICES AGREEMENT WITH
ARTIK ART & ARCHITECTURE
FOR
S. MILPITAS BLVD ROAD EXTENSION

CITY OF MILPITAS
Approved By:

_____
Willie A. Hopkins, Jr., City Manager

_____
Date

Approved As To Form:

_____
Christian Curtis
City Attorney

Approved:

_____
Luz Cofresi-Howe
Finance Director/Risk Manager

Approved As To Content:

_____
Christian Di Renzo
Public Works Director

ARTIK ART & ARCHITECTURE

_____
Signature

William E. Gould
Name

Principal
Title

_____
Date

EXHIBIT "A-1"

DESIGNER'S ADDITIONAL SCOPE OF SERVICES

Consultant to provide additional services during the bidding and construction phases to support the City in responding to bidder and contractor inquiries. These services shall be performed at the request of the City and may extend from the start of bidding through construction acceptance.

Bid Administration Phase

The Consultant shall provide bid phase support services during the bidding and contract award period, as requested by the City, including review and coordination to ensure completeness and accuracy of the Contract Documents. Services may include, but are not limited to:

- Reviewing bidder questions
- Coordinating responses with the City
- Preparing written responses for City review and issuance
- Preparing addenda, clarifications, and conformed documents incorporating all issued addenda, as required
- Assisting with identification of potential bidders and solicitation efforts, if requested
- Assisting in the evaluation of bids

Construction Administration Phase

The Consultant shall be available to assist the City during the construction phase, from Notice to Proceed through construction acceptance, by providing architectural support services. Services may include, but are not limited to:

- Attending Owner–Architect–Contractor (OAC) meetings, as required
- Reviewing contractor submittals and shop drawings
- Responding to requests for clarification related to the plans and specifications
- Reviewing Requests for Information (RFIs) and providing written responses
- Assisting the City in overseeing the development of the Aesthetic Enhancement prototype
- Conducting site visits to observe installation of Aesthetic Enhancements, as requested

EXHIBIT "B-1"

DESIGNER'S COMPENSATION & HOURLY COMPENSATION RATES

Artik will perform the additional services described above on a time and materials basis, with total compensation not to exceed **$72,400**, unless otherwise authorized in writing by the City.

Description	Original Contract Amount	Budget Amendment No. 1	Revised Contract Amount
Professional Services			
Schematic/Design Development	$ 28,000.00	$ 0	$ 28,000.00
Prototype Development	$ 23,000.00	$ 0	$ 23,000.00
Construction Documents	$ 25,000.00	$ 0	$ 25,000.00
Agency Review/Approval	$ 6,300.00	$ 0	$ 6,300.00
Presentation Renderings	$ 20,000	$ 0	$ 20,000.00
Prototypes			
Prototype – 8 Foot Section	$ 203,605.00	$ 0	$ 203,605.00
Contingency	$30,590	$ 0	$30,590
Construction Phase			
Bid Supports	$ 0	**$ 5,000**	**$ 5,000**
Construction Support	$ 0	**$ 42,400**	**$ 42,400**
Additional Service as needed during construction	$ 0	**$ 25,000**	**$25,000**
TOTAL	$ 336,495.00	**$ 72,400.00**	**$ 408,895.00**

HOURLY COMPENSATION RATES

Principal	$250 per hour
Associate	$200 per hour
Senior Project Manager	$180 per hour
Project Manager	$170 per hour
Senior Tech Lead	$170 per hour
Job Captain	$160 per hour
Designer III	$140 per hour
Designer II	$130 per hour
Designer I	$110 per hour
Word Processor/Administrative	$110 per hour

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve the Improvement Agreement with Shapell Norcal Rental Properties, LLC for a Commercial Building at 145 North Milpitas Boulevard (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**
Category:	Consent Calendar-Community Development
Meeting Date:	6/16/2026
Recommendation:	Approve and authorize the City Manager, or designee, to execute the Improvement Agreement between the City of Milpitas and Shapell Norcal Rental Properties, LLC with a value of $318,000 for a new commercial building at 145 North Milpitas Boulevard.

BACKGROUND:
On June 26, 2024, the Milpitas Planning Commission approved Site Development Permit No. SD22-0011, Conditional Use Permit No. UP22-0005, Site Development Permit Amendment No. SA23-0005, and Minor Site Development Permit No. MS24-0145 to construct a new 6,245-square foot commercial building and associated site and public improvements within the existing Beresford Square North Shopping Center at 145 North Milpitas Boulevard ("Project") by Shapell Norcal Rental Properties, LLC ("Developer").

ANALYSIS:
In accordance with City Municipal Code XI-1-17 – Improvement Agreement, Bonds, the Developer is required to enter into an Improvement Agreement with the City for the construction of off-site public improvements ("Improvements") associated with the Project, which will be completed concurrently with the on-site work. The Improvements will be accepted by the City following the completion of construction which consists of asphalt pavement improvements including half-street width grind-and-overlay of Beresford Court; concrete improvements including replacement of sidewalk and ADA curb ramp along N. Milpitas Blvd. and installation of a new curb, gutter, and sidewalk along Beresford Court; restriping of the crosswalk at the intersection of N. Milpitas Blvd. and Beresford Court; new utility improvements such as installation of a new fire hydrant, and new sewer, domestic, and fire water services; and other miscellaneous items of work as identified on the improvement plans. The Improvements will be completed within one (1) year from the date of the Improvement Agreement, and the work is guaranteed by bonds or similar securities to be posted by the Developer in the amount of $318,000.

The City Engineer has reviewed the Public Improvement Plans (No. 2-1476) and is recommending that the City Council approve the Improvement Agreement to allow for the construction of improvements associated with the Project after approval.

PROJECT SCHEDULE/KEY MILESTONES:
Following this action, the City Engineer will release the performance bond after the one-year warranty period provided all required warranty work is completed.

POLICY ALTERNATIVE(S):
Alternative: Do not approve the Improvement Agreement.

Pros: None

Cons: The denial of approval of the Improvement Agreement will cause construction of the off-site public improvements to be delayed and will prevent the Developer from occupying the new commercial building.

Reason for Not Recommending: The Improvements are designed to support the public and the Project. Staff recommends approval of the Improvement Agreement to allow the Project to move forward.

FISCAL IMPACT:
There is no cost to the City associated with approving the Improvement Agreement. The Developer will construct all improvements at its sole cost and expense, secured by performance and labor and material bonds of $318,000. The Developer funds all City costs for plan review, permitting, and construction inspection through a developer deposit account. Following completion and City Council acceptance of the improvements, the City will have perpetual ownership and maintenance responsibility, with the Developer providing a one-year warranty following acceptance. The Public Works Department provides funding for future maintenance of newly accepted City infrastructure through its budget, subject to the annual appropriation of funds.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The City prepared an environmental assessment in accordance with the requirements of the California Environmental Quality Act (CEQA), as amended, and state and local guidelines implementing CEQA. The proposed Project is exempt from further environmental review under the California Environmental Quality Act (CEQA). The Project meets the definition of infill development under CEQA Guidelines Section 15332 (In-Fill Development Projects), in that the Project will occur within an existing urbanized area within the City, has no value as habitat for endangered, rare or threatened species and would not result in significant effects relating to traffic, noise, air quality, or water quality. In addition, the Project is consistent with the General Plan land use designation and Zoning Ordinance requirements as provided under CEQA Guidelines Section 15183 (Projects consistent with a Community Plan or Zoning).

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

Attachment(s):
(a) Improvement Agreement
(b) Planning Commission Resolution No. 24-022

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

CITY OF MILPITAS
455 E. Calaveras Blvd
MILPITAS, CA 95035
ATTN: Engineering Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code Section 6103

CITY OF MILPITAS, CALIFORNIA

By: _____
City Clerk

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

145 NORTH MILPITAS BOULEVARD

between
CITY OF MILPITAS

a California municipal corporation

and
SHAPELL NORCAL RENTAL PROPERTIES, LLC,

A DELAWARE LIMITED LIABILITY COMPANY

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
145 NORTH MILPITAS BOULEVARD

I.PARTIES AND DATE.

This Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this 16 day of June, 2026 by and between the City of MILPITAS, a California municipal corporation ("City") and Shapell NorCal Rental Properties, LLC a Delaware limited liability company with its principal office located at 1990 S. Bundy Drive, Suite 500, Los Angeles, CA 90025 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II.RECITALS.

A. On March 31, 2023, Developer submitted to City an application for approval of a Site Development Permit No. SD22-0011, Conditional Use Permit No. UP22-0002, Site Development Permit Amendment SA23-0005, and Minor Site Development Permit No. MS234-0145 for the development of a new, 6,245-square foot commercial pad building (the "Project") on real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property").

B. On June 26, 2024, the MILPITAS PLANNING COMMISSION conditionally approved Developer's application for Site Development Permit No. SD22-0011, Conditional Use Permit No. UP22-0002, Site Development Permit Amendment SA23-0005, and Minor Site Development Permit No. MS234-0145 for the Project.

C. Developer has not completed all of the work or made all of the public improvements required by Title X, Chapter 1, Section 8 of the City's Municipal Code, the conditions of approval for the Project, or other ordinances, resolutions, or policies of City requiring construction of public improvements.

D. Pursuant to Title X, Chapter 1, Section 8 of the City's Municipal Code, Developer and City enter into this Agreement for the timely construction and completion of the public improvements referenced therein and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Project.

E. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Permits associated with the Project.

III.TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; and (b) Developer executes and records this Agreement in the Recorder's Office of the County of SANTA CLARA. If the above described conditions are not satisfied within 60 days after the entry date of this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the Project, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Project ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by each utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted by City pursuant to Section 11.0. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any

damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within one (1) year of the effective date of this Agreement, unless extended pursuant to Section 4.1.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Sections 11.0 and 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to the Project in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not

limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to the Project.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements by City Council; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete and reduce the requirement Security amount pursuant to Section 13.0 et seq., which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of SANTA CLARA a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the Public Improvements and acceptance of them by the City Council ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and subject to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following the City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Improvement Security; Surety Bonds. Prior to this Agreement taking effect as set forth in Section 1.0 above, Developer shall provide City with surety bonds in the amounts and

under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Three Hundred Eighteen Thousand Dollars ($318,000), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as portions of the Public Improvements are completed and accepted by the City Council, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Project, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Project.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Three Hundred Eighteen Thousand Dollars ($318,000), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by

the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 RESERVED.

15.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

16.1 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance

shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than $1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than $1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person

authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

17.8 Completed Operations Coverage. For Construction contracts, Developer and its contractors shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Developer and its contractors fail to obtain or maintain completed operations coverage as required by this contract, the City, at its sole discretion, may purchase the coverage required, and the Developer and its contractors shall pay the cost.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall

be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY OF MILPITAS

455 E. Calaveras Blvd
MILPITAS, CA 95035
Attn: Christian Di Renzo
Public Works Director

SHAPELL NORCAL RENTAL PROPERTIES, LLC
1990 S. Bundy Drive, Suite 500
Los Angeles, CA 90025

_____
Attn: Corporate Counsel

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of SANTA CLARA, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.12 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

NOTE: **DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

CITY OF MILPITAS

By: _____
(signature)

Willie Hopkins Jr.
(print name)
City Manager
City of MILPITAS

SHAPELL NORCAL RENTAL PROPERTIES, LLC, a Delaware limited liability company
BY: Shapell Properties, Inc., a Delaware corporation, its Sole Member

By: _____
(signature)

William F. West
(print name)

President
(title)

APPROVED AS TO FORM:

By: _____
(signature)
Christian M. Curtis
(print name)
City Attorney
City of MILPITAS

APPROVED AS TO CONTENT:

By: _____
(signature)
Luz Cofresi-Howe
(print name)
Finance Director/Risk Manager
City of MILPITAS

APPROVED AS TO SUFFICIENCY:

By: _____
(signature)
Christian Di Renzo
(print name)
Public Works Director
City of MILPITAS

All Capacity 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 Los Angeles

On the 27th of May, 2026, before me, K. Lopez Nunez, Notary Public, personally appeared William Paul West, 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.

K. LOPEZ NUNEZ
Notary Public - California
Los Angeles County
Commission # 2524455
My Comm. Expires Jun 23, 2029

K. Lopez Nunez
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

All Capacity 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

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

145 NORTH MILPITAS BOULEVARD

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MILPITAS IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

All of Parcel 1, as shown on that certain Map entitled, "Parcel Map being a Resubdivision of Parcel 5, as shown on the Parcel Map recorded in Book 452 of Maps at page 1 and 2", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on September 30, 1982 in Book 504 of Maps, at pages 42 and 43.

PARCEL TWO:

Beginning at the most Westerly corner of Parcel 2 as shown on that certain Parcel Map recorded in Book 452 at Page 1, Santa Clara County Records;

Thence from said point of beginning North 23° 01' 01" West 44.54 feet;

Thence along the arc of curve to the right from a tangent that bears North 31° 35' 18" East, with a radius of 44.50 feet, through a central angle of 93° 29' 37", for an arc length of 72.61 feet to a point of reverse curvature;

Thence along the arc of a curve to the left from a tangent that bears South 54° 55' 05" East, with a radius of 35.00 feet, through a central angle of 53° 50' 13", for an arc length of 32.89 feet, to a point of curve intersection;

Thence along the arc of a curve to the left from a tangent that bears South 54° 04' 26" West, with a radius of 855.50 feet, through a central angle of 4° 00' 09", for an arc length of 59.76 feet;

Thence South 66° 58' 59" West 32.93 feet to the point of beginning.

PARCEL THREE:

Beginning at the most Westerly corner of Parcel 2 as shown on that certain Parcel Map recorded in Book 452 at Page 1, Santa Clara County Records;

Thence from said point of beginning North 66° 58' 59" East 32.93 feet;

Thence along the arc of curve to the left from a tangent that bears South 50° 04' 17" West, through a central angle of 0° 17' 38", with a radius of 855.50 feet, for an arc length of 4.39 feet to a point of reverse curvature;

Thence along the arc of a curve to the right from a tangent that bears South 49° 46' 39" West, through a central angle of 4° 39' 19", with a radius of 366.00 feet, for an arc length of 29.74 feet;

Thence North 23° 01' 01" West 8.92 feet to the point of beginning.

APN: **028-22-016**

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

145 NORTH MILPITAS BOULEVARD

Tait Associates, Inc.
701 N. Parkcenter Drive
Santa Ana, CA 92705
PH: (714)-560-8200
Fax: (714)-560-8233

TAIT
RISING TO THE CHALLENGE
www.tait.com

ENGINEER'S ESTIMATE FOR BONDING PURPOSES

PROJECT: SP8457 Beresford Square

DATE: 5/6/2026
PREPARED BY:

GRADING, PAVING & MISCELLANEOUS	QUANTITY	UNIT	UNIT PRICE	TOTAL
Grading				
Sawcut, Remove, and Dispose Existing A.C.	3602	S.F.	2.50	9,005.00
Paving				
2" Grind & Overlay	3108	S.F.	6.00	18,648.00
Heavy duty asphalt (incl. base) 4.5" A.C./13.5" A.B.	494	S.F.	20.00	9,880.00
6" Curb and Gutter	246	L.F.	150.00	36,900.00
4" PCC Sidewalk	3028	S.F.	25.00	75,700.00
Accessible Ramp	1	EA	6,000.00	6,000.00
Miscellaneous				
Striping & Signage	1	L.S.	13,000.00	13,000.00
Erosion & Sediment Control	1	L.S.	5,000.00	5,000.00
			Subtotal	174,133.00

SEWER SYSTEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
8" PVC-SDR35 with Bedding & Backfill	69	L.F.	150.00	10,350.00
Sewer Connection to existing line	1	EA	6,000.00	6,000.00
Sewer Clean-outs	1	EA	2,000.00	2,000.00
			Subtotal	18,350.00

WATER SYSTEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Fire Hydrant 6" includes fire hydrant, valve, valve box, pipe, and mainline tee	1	EA	6,000.00	6,000.00
14" Water Main Connection	3	EA	4,500.00	13,500.00
Backflow Preventer	1	EA	6,000.00	6,000.00
3" Water Service w/ meter	1	EA	6,000.00	6,000.00
6" Fire Service w/ RPDA	1	EA	20,000.00	20,000.00
			Subtotal	51,500.00

TOTAL CONSTRUCTION COST		TOTAL
GRADING, PAVING		174,133.00
SEWER SYSTEM		18,350.00
WATER SYSTEM		51,500.00
TOTAL COST OF IMPROVEMENTS		$243,983.00
MOBILIZATION	10%	$24,398.30
TRAFFIC CONTROL (PUBLIC STREET)	10%	$24,398.30
CONTINGENCY	10%	$24,398.30
TOTAL CONSTRUCTION COST		**$317,177.90**

REGISTERED PROFESSIONAL ENGINEER
JONATHAN M. ROMAGUERA
C 73165
Exp. 12-31-2026
CIVIL
STATE OF CALIFORNIA

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

145 NORTH MILPITAS BOULEVARD

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: $___318,000____

Surety: Western Surety Company

Attorney-in-fact: Ethan Spector, Attorney-In-Fact

Address: 151 N. Franklin Street, CHICAGO, IL 60606

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: $___318,000____

Surety: Western Surety Company

Attorney-in-fact: Ethan Spector, Attorney-In-Fact

Address: 151 N. Franklin Street, CHICAGO, IL 60606

BOND NO. 30232644

INITIAL PREMIUM: $2,226.00

SUBJECT TO RENEWAL

CITY OF MILPITAS

145 NORTH MILPITAS BOULEVARD IMPROVEMENTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Shapell NorCal Rental Properties, LLC, a Delaware limited liability company ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities referenced in the conditions of approval granted by the Planning Commission of the City of Milpitas for that certain project described collectively by Site Development Permit No. SD22-0011, Conditional Use Permit No. UP22-0005, Site Development Permit Amendment SA23-0005, and Minor Site Development Permit No. MS24-0145 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated June 16, 2026 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Western Surety Company ("Surety"), a corporation organized and existing under the laws of the State of South Dakota, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Three Hundred Eighteen Thousand dollars ($318,000), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, 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 Principal, 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, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, 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 to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed 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.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Los Angeles, California, this 26th day of May, 2026.

(Corporate Seal)

Shapell NorCal Rental Properties, LLC, a Delaware limited liability company
Principal

By _____

Title President

(Corporate Seal)

Western Surety Company
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Ethan Spector, Attorney-In-Fact

The rate of premium on this bond is $7.00 per thousand. The total amount of premium charges is $ 2,226.00.
(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)

Western Surety Company
151 N. Franklin Street, CHICAGO, IL 60606

(Name and Address of Agent or Representative for service of process in California, if different from above)

Lockton Insurance Brokers, LLC
777 South Figueroa Street, Ste 5200
Los Angeles, CA 90017

(Telephone number of Surety and Agent or Representative for service of process in California)

312-822-1116, 213-689-0065

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Los Angeles)

On MAY 26 2026 before me, Marina Tapia, Notary Public

Date *Here Insert Name and Title of the Officer*

Personally appeared Ethan Spector

Name(s) of Signer(s)

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.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

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 _____

Signature of Notary Public

Place Notary Seal Above

---------- **OPTIONAL** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

☐ Corporate Officer—Title(s) _____

☐ Partner ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other _____

Signer Is Representing _____

Signer's Name _____

☐ Corporate Officer—Title(s) _____

☐ Partner ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other _____

Signer Is Representing _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Los Angeles)

On the 27th of May 2026 before me, K. Lopez Nunez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared William Paul West
Name(s) of Signer(s)

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.

K. LOPEZ NUNEZ
Notary Public - California
Los Angeles County
Commission # 2524455
My Comm. Expires Jun 23, 2029

Signature K. Lopez Nunez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Tom McCall, Michelle Haase, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Chase Seyforth, M B Neely, Jason Fomenko, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 10th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of MAY 26 2026

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

BOND NO. 30232644
INITIAL PREMIUM: Included on Performance Bond
SUBJECT TO RENEWAL

CITY OF MILPITAS

145 NORTH MILPITAS BOULEVARD IMPROVEMENTS

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Shapell NorCal Rental Properties, LLC, a Delaware limited liability company ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities referenced in the conditions of approval granted by the Planning Commission of the City of Milpitas for that certain project described collectively by Site Development Permit No. SD22-0011, Conditional Use Permit No. UP22-0005, Site Development Permit Amendment SA23-0005, and Minor Site Development Permit No. MS24-0145 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated June 16, 2026 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Western Surety Company ("Surety"), a corporation organized and existing under the laws of the State of South Dakota, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all contractors, subcontractors, material suppliers, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons

supplying both work and materials as aforesaid excepting the Principal, the sum of Three Hundred Eighteen Thousand dollars, ($318,000), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, 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 Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named herein, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed 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.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Los Angeles, California, this 26th day of May, 2026.

(Corporate Seal)

Shapell NorCal Rental Properties, LLC, a Delaware limited liability company
Principal

By _____

Title President

(Corporate Seal)

Western Surety Company
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Ethan Spector, Attorney-In-Fact

The rate of premium on this bond is N/A per thousand. The total amount of premium charges is $ N/A.
(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)

Western Surety Company
151 N. Franklin Street, CHICAGO, IL 60606

(Name and Address of Agent or Representative for service of process in California, if different from above)

Lockton Insurance Brokers, LLC
777 South Figueroa Street, Ste 5200
Los Angeles, CA 90017

(Telephone number of Surety and Agent or Representative for service of process in California)

312-822-1116, 213-689-0065

All Capacity 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 Los Angeles

On the 27th of May, 2026, before me, K. Lopez Nunez, Notary Public, personally appeared William Paulwest, 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.

K. LOPEZ NUNEZ
Notary Public - California
Los Angeles County
Commission # 2524455
My Comm. Expires Jun 23, 2029

K. Lopez

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Los Angeles)

On MAY 26 2026 before me, Marina Tapia, Notary Public

Date *Here Insert Name and Title of the Officer*

Personally appeared Ethan Spector

Name(s) of Signer(s)

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.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Signature _____

Signature of Notary Public

Place Notary Seal Above

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

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☐ Partner ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other _____

Signer Is Representing _____

Signer's Name _____

☐ Corporate Officer—Title(s) _____

☐ Partner ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other _____

Signer Is Representing _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Tom McCall, Michelle Haase, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Chase Seyforth, M B Neely, Jason Fomenko, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 10th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of MAY 26 2026

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

RESOLUTION NO. 24-022

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT NO. SD22-0011, CONDITIONAL USE PERMIT NO. UP22-0005, SITE DEVELOPMENT PERMIT AMENDMENT SA23-0005, AND MINOR SITE DEVELOPMENT PERMIT NO. MS24-0145 TO DEVELOP A NEW, 6,245-SQUARE FOOT COMMERCIAL PAD BUILDING WITHIN THE EXISTING BERESFORD SQUARE NORTH SHOPPING CENTER WITH UP TO THREE RETAIL TENANTS AND A DRIVE-THROUGH FOR ONE TENANT, A REPLACEMENT MONUMENT SIGN AT THE INTERSECTION OF NORTH MILPITAS BOULEVARD AND EAST CALAVERAS BOULEVARD WITH A MAXIMUM HEIGHT OF 16-FEET ABOVE GRADE LEVEL, AN AMENDED BERESFORD SQUARE MASTER SIGN PROGRMA, SHARED PARKING, OUTDOOR DINING, AND ASSOCIATED SITE IMPROVEMENTS ON AN EXISTING 5.67-ACRE PARCEL LOCATED AT 125 NORTH MILPITAS BOULEVARD (APN 028-22-016)

WHEREAS, on March 31, 2023, an application was submitted by Brett Smith with Shapell Properties ("Applicant") for Site Development Permit No. SD22-0011, Conditional Use Permit No. UP22-0005, Site Development Permit Amendment SA23-0005, and Minor Site Development Permit No. MS24-0145 to develop a new, 6,245-square foot commercial pad building within the existing Beresford Square North Shopping Center with up to three retail tenants and a drive-through for one tenant, a replacement monument sign at the intersection of N. Milpitas Boulevard and E. Calaveras Boulevard with a maximum height of 16-feet above grade level, an amended Beresford Square Master Sign Program, shared parking, outdoor dining, and associated site improvements ("Project"). The Project is located on an existing 5.67-acre site at 125 N. Milpitas Boulevard (APN 028-22-016); and

WHEREAS, the property has a General Plan land use designation of Town Center ("TWC") and is located within the Town Center ("TC") Zoning District; and

WHEREAS, a Site Development Permit is required for the development of a new pad building with drive-through service and associated site improvements, and a new freestanding sign greater than six-feet in height; and

WHEREAS, a Conditional Use Permit is required to allow drive-through operations and shared parking in conjunction with a new building within the Beresford Square North Shopping Center; and

WHEREAS, a Site Development Permit Amendment is required to allow an update to the master sign program for the Beresford Square Shopping Center; and

WHEREAS, a Minor Site Development Permit is required to allow for outdoor dining as part of the proposed Project; and

WHEREAS, the Planning Department completed an environmental assessment for the Project in accordance with the California Environmental Quality Act ("CEQA") and has determined that the proposed Project is exempt from further CEQA review pursuant to CEQA

Guidelines Section 15332 (In-Fill Development Projects), and on a separate and independent basis, CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan or Zoning); and

WHEREAS, on June 26, 2024, the Planning Commission held a duly-noticed public hearing on the subject application, at which all those in attendance were given the opportunity to speak on the Project; and

WHEREAS, the Planning Commission has considered all written and oral testimony presented at the public hearing in making its decision; and

WHEREAS, the proposed Project was found to be consistent with the goals, policies and regulations of the Milpitas General Plan and Zoning Ordinance, as analyzed and documented in the staff report for this Project; and

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: California Environmental Quality Act

The project is exempt from environmental review under the California Environmental Quality Act (CEQA). The Project meets the definition of infill development under CEQA Guidelines Section 15332 (In-Fill Development Projects), in that the Project will occur within an existing urbanized area within the City, has no value as habitat for endangered, rare or threatened species and would not result in significant effects relating to traffic, noise, air quality, or water quality. In addition, the Project is consistent with the General Plan land use designation and Zoning Ordinance requirements as provided under CEQA Guidelines Section 15183 (Projects consistent with a Community Plan or Zoning).

SECTION 3. Development Fees

The purpose of the Public Art Fee, as adopted on May 19, 2015, by Ordinance No. 38.821, is to promote the aesthetics and arts in the City of Milpitas by requiring the inclusion of a public artwork component in new private development projects in Milpitas. Developers may either include publicly accessible works of art of placement in the development itself or contribute a Public Art Program In-Lieu Contribution as a condition of project approval. This obligation therefore should foremost provide a direct public infrastructure improvement in the Project itself and only require contribution at the applicant's decision not to install improvements within the Project. The Planning Commission finds that an essential nexus exists between the basic public infrastructure facilities financed by the fee and the Project, which those facilities will support.

In adopting the Public Art Fee, the City relied upon studies to ensure that each project would pay only its fair share of the basic public infrastructure facilities supported by this fee. The City

found and determined through this study that the public interest, convenience, health, welfare and safety require that private residential building developments of 20 or more new dwelling units shall devote an amount not less than one-half of one percent of Building Development Costs for acquisition and installation of Publicly Accessible Art on the development site. This obligation therefore proportionally requires the developer to contribute proportionately in the first instance to the aesthetics and arts for the Project itself. The Planning Commission finds that the Public Art Fee is roughly proportional to the Project's impact on the City's land use interest.

The purpose of the Calaveras Boulevard Widening Traffic Impact Fee, as adopted on June 16, 2009, by Resolution No. 7894, is to implement the goals and objectives of the Milpitas General Plan and mitigate the traffic impacts caused by new development. The Project will be supported by the roadway widening and other traffic improvements finances by this Traffic Impact Fee. The Planning Commission finds that an essential nexus exists between the basic public infrastructure facilities financed by the Traffic Impact Fee and the Project, which those facilities will support.

In adopting this Traffic Impact Fee, the City relied upon studies to ensure that each project would pay only its fair share of the basic public infrastructure facilities supported by this fee. The City found and determined through study fees applicable by use to residential, retail, and office use, increased annually through the City's budget process based on the Engineering News Record Construction Cost Index for the San Francisco Bay Area, as measured from the immediately preceding December through December of the prior year. The Project has the same use as contemplated in that study without project specific distinguishing features. As such, the Traffic Impact Fee will be roughly proportional to the basic public infrastructure facilities that the Project will require. The Council finds that Traffic Impact Fee is roughly proportional to the Project's impact on the City's land use interest.

SECTION 4. Site Development Permit (Section XI-10-57.03(F)(1))

The Planning Commission makes the following findings based on the evidence in the public record in approving Site Development Permit No. SD22-0011 for the new pad building:

1. *The layout of the site and design of the proposed buildings, structures and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.*

   The Applicant considered the existing layout of the Project site by consulting with Stratford School and tenants of Building B and looked at the locations of these two existing buildings and driveway access points to prepare the proposed Project's site plan and design to minimize the disruptions of these existing business during and post construction of the new pad building and drive-through. The Project will be sited along the east and southeast portion of the lot away from the other two buildings and will close a driveway entrance closest to North Milpitas Boulevard on Beresford Court. Additionally, the transportation analysis and parking analysis found no substantial safety issues, and that the drive-through can handle the queuing capacity of up to 16 vehicles and will not impede the existing pick-up and drop-off operations of Stratford School.

   The proposed Project's contemporary architecture complements the design of the neighboring community, and high-quality, earth toned exterior materials will be used. Additionally, new landscaping including shrubs, grass, and trees will be incorporated in the

scope of work area.

2. *The project is consistent with the Milpitas Zoning Ordinance.*

The proposed Project is consistent with the Milpitas Zoning Ordinance, as demonstrated and outlined in Table 1 and 2 below.

Table 1: Town Center Zoning Conformance

Standards	Required	Proposed	Complies
Front Setback (min.)	20 feet	38 feet 6 inches	Yes
Side Setback (min.)	15 feet when abutting R district	260 feet	Yes
Street Side Setback (min.)	20 feet	35 feet	Yes
Rear Setback (min.)	15 feet when abutting R district	433 feet	Yes
Building Height	35 feet or 3 stories	26-feet, one-story	Yes
Floor Area Ratio, Non-Residential	0.85	0.23	Yes
Landscaping	All required setback areas and the ends of each parking aisle	New landscaped areas including 20-ft front setback and at the end of each parking aisle	Yes

Table 2: Summary of Three Parking Study Demand Methods for Proposed Project

Parking Study Method	Day	Peak Time	Max. Spaces Required	Parking Spaces Provided	Deficit/ Surplus
1 – City Code Requirements	Weekday/ Weekend	N/A	259	223	-36
2 – City Code Requirements, Applying Time of Day Factors from Urban Land Institute (Shared Parking Analysis)	Weekday	6:00 PM	207	223	+16
	Weekend	7:00 PM	145	223	+78
3 – Parking Counts, Stratford School at Full Occupancy, Applying Time of	Weekday	12:00 PM	177	223	+46
	Weekend	6:00 PM	138	223	+85

Day Factors from Urban Land Institute (Shared Parking Analysis)					

Source: Hexagon Transportation Consultants, Inc., Parking Study for the Commercial Development at 125 N. Milpitas Boulevard. Dated June 7, 2024

The proposed Project will also be compliant with parking requirements if the Conditional Use Permit request for shared parking is approved by the Planning Commission pursuant to MMC XI-10-53.11. Hexagon Transportation Consultants, Inc., provided a parking study, dated June 7, 2024, that included two shared parking methodologies that demonstrated that the amount of parking provided after construction of the proposed Project (223 stalls) will be sufficient for all uses. Further, the Project site will have a surplus of available parking stalls even at peak demand hours at the shopping center.

3. *The project is consistent with the Milpitas General Plan.*

The proposed Project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 3, and particularly Policy LU 6-5, which encourages reinvestment in strip commercial and shopping centers and to maintain, revitalize, and redevelop aging and underperforming centers. The proposed Project will be sited within an existing aging shopping center over 40 years old on a portion of an underutilized surface parking lot. The Project is also considered an infill development project on previously developed land and will be served by existing utilities. The reinvestment into the Project site will help promote additional economic activity into the area.

Table 3: General Plan Consistency

Policy	Conformance
LU 6-2: *As commercial centers are proposed for redevelopment, create a vibrant public realm though placemaking techniques like public gathering places, features and focal elements including outdoor cafes and other outdoor uses and amenities.*	**Consistent.** The Project includes two new outdoor dining areas totaling 360-square feet, and is anticipated to introduce a coffee shop (Starbucks) with a drive-through and includes bicycle parking and other outdoor dining amenities. As such, the proposed Project will help create and improve a vibrant public realm with modern, high-quality amenities.
LU 6-4: *Maintain viable neighborhood-serving commercial uses throughout the City in order to serve surrounding neighborhoods and minimize vehicle miles traveled. Encourage a diverse mix of commercial uses including retail, service, office, entertainment, and assembly uses.*	**Consistent.** The Project will add new viable neighborhood-serving commercial uses within an existing shopping center intended to serve the adjacent residential developments and will improve the diversity of commercial uses onsite by adding up to three new tenants.
LU 6-5: *Promote reinvestment in strip commercial and shopping centers and maintain, revitalize, and redevelop aging and underperforming centers.*	**Consistent.** The proposed Project promotes reinvestment by adding an infill development project with up to three new different commercial tenants and a modern drive-

	through with site and landscaping improvements into an aging shopping center.

SECTION 5*:* Site Development Permit and Site Development Permit Amendment for Signage (Section XI-10-57.04(F)(2))

The Planning Commission makes the following findings based on the evidence in the public record in support of Site Development Permit No. SD22-0011 for a freestanding sign over 6-feet tall and Site Development Permit Amendment No. SA23-0005 to allow an update to a master sign program for a shopping center:

a. *All elements of the sign, including design, lighting, scale, length and materials, are consistent with the intent of the General Plan, the Sign Ordinance and any applicable Specific Plan.*

The new monument sign features a more modern design with internally illuminated channel letters and, earth-toned colors, and will complement the shopping center Additionally, the height and updated location of the proposed new monument sign is appropriate as the proposed location is situated away from a future Caltrans East Calaveras Boulevard Widening project. Furthermore, the new monument sign will be 29-feet shorter in height than its maximum allowable height.

The updated master sign program will be compliant with the General Plan and Sign Ordinance and will provide a consolidated overall sign program for the shopping center to maintain a consistent and cohesive look between sign proposals for the existing buildings, new pad building, and monument sign so that they will have similar design, lighting, scale, length, and material requirements. Additionally, as shown in Tables 5 and 6, the amended plan's size and development standards for wall signs would allow for signage at Beresford Square to be more than 60 percent below the total maximum aggregate sign area allowed by the Sign Ordinance.

b. *The design, scale and materials of the sign harmonize with the architectural design and details of the building or site it serves.*

The design, scale, and materials of the new monument sign will also meet the architectural design and details of the shopping center it serves by using similar colors and materials in silver/gray, beige, and white colors as the rest of the shopping center and new pad building. Furthermore, the scale is similar to the shopping center's one-story building and will also be less than half the 45-foot allowable maximum height for a freestanding sign at the Beresford Square Shopping Center in the TC Town Center at 16-feet above grade level.

The updated master sign program will ensure that all new signage at the shopping center will be harmonized with the architectural design and details of the building or site it serves by providing specific design guidelines for various types of signs depending on the building or location so all signage will have similar design, scale, and materials throughout the shopping center. All wall signage in the amended plan will be within the maximum allowable limits outlined in the Sign Ordinance.

c. The design and scale of the sign is appropriate to the distance from which the sign is normally viewed;

The design and scale of the monument sign is appropriate to the distance from which the sign is normally viewed by being proposed at a maximum height of 16-feet instead of its allowable maximum of 45-feet, and will include new letters with a maximum size of 24-inches for up to seven main tenants in the shopping center. The proposed size and scale of the sign and each sign copy will be legible from appropriate distances more than the existing monument sign.

The amended master sign program includes specific standards and diagrams for various types of signs proposed in Beresford Square to ensure the design and scale of the signs will be appropriately legible and visible, and includes different size and scale parameters for different types of tenants (i.e. anchor or tenant) to be proportional to the frontage and space of the business.

d. The design and materials of the sign provide a contrast between the background and letters;

The new monument sign, as shown in Figures 9 and 10, and the amended master sign program (Attachment E) will feature a medium beige shade as a pillar and contrasted with white, illuminated channel letters providing a subtle contrast that is visually appealing, and the tenant spaces will have a light beige stucco shade and contrasted with aluminum cabinet letters in a darker gray/silver color with LED illumination. As such, the new monument sign design and materials provides a contrast between the background and letters and will have neutral, earth toned colors.

The master sign program includes specific design and material standards for various types of signage in the shopping center and includes examples which demonstrate there will be a subtle contrast between the background and letters while still being legible and maintaining neutral tones.

e. If a freestanding sign is included in the sign application, the design, scale or location of the building dictates the use of freestanding signs, rather than building-mounted signs.

The proposed new freestanding sign's design, scale, and location was revised throughout the development review committee process to reduce the height and scale of the initial proposal and to appropriately propose a new location for the monument sign. The proposed new monument sign will be located closer to the North Milpitas Boulevard frontage and will be outside of the scope of work area for a future Caltrans project to expand East Calaveras Boulevard, and will be setback at least 30-feet away from the closest building at Beresford Square South (Citibank). Additionally, the height of the proposed freestanding sign at 16-feet tall is approximately 36 percent of its allowable maximum height and will be similar in scale to other one-story buildings in the shopping center. The proposed monument sign and associated standards are included in the master sign program update for the shopping center.

f. For Sign Programs, in addition to the findings for signs, the following additional findings shall be made, based on evidence in the public record:

a. The provisions of the Sign Program ensure consistency in design and style of all new signs.

City staff reviewed prior draft iterations of the sign program update to ensure consistency in design and style throughout all new signs and that the final proposed Master Sign Program for Beresford Square is consistent and clear in its requirements prior to scheduling the Project for a public hearing for consideration of adoption.

b. The provisions of the Sign Program address compatibility of the design and style of any existing signs on the building or site, and

The amended master sign program addresses compatibility of the design and style of any existing signs on the buildings or site by clarifying the design and wall sign standards and providing an associated site plan map with corresponding building titles and legends to ensure the sign program is understandable for tenants, City staff, applicants, and the landlord when reviewing future sign proposals for the shopping center.

c. All new signs within the Sign Program are in compliance with the design guidelines of this Chapter.

All new signs within the amended master sign program are in compliance with the design guidelines of MMC XI-10-57.03 by proposing reasonable sign thresholds and in relation to regulations under MMC XI-10-24, Signs. All signage will not be excessively large in scale or bulk and the sign program will not allow for any lighting that will be disruptive such as blinking or flashing lights that could be a nuisance to the public.

SECTION 6*:* Conditional Use Permit (Section XI-10-57.04(F)(1))

The Planning Commission makes the following findings based on the evidence in the public record in support of Conditional Use Permit No. UP22-0005 for the drive-through use and shared parking:

1. The proposed use, at the proposed location will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety, and general welfare.

The drive-through service and shared parking are conditional uses that, when properly designed and sited in an appropriate area, can operate in a manner that will not compromise the public health, safety and general welfare of the immediate surroundings. The Applicant has provided consultant-based transportation and parking studies (Attachments B and C) demonstrating that the Project's design at the proposed location will not be detrimental or injurious to existing property or improvements in the vicinity and will not add traffic impacts. The transportation analysis for the Project further found no detrimental impacts to the pick-up and drop-off operations of Stratford School, and Stratford School has provided a letter of support for the proposed Project (Attachment G). Additionally, the Applicant will coordinate with Stratford School and tenants of Building B on the construction schedule to minimize impacts to existing business operations, and will improve pedestrian and disabled safety at the Project site by raising one of the crosswalk connections as part of the proposed site

improvements that was suggested in the transportation analysis. The transportation analysis further confirmed that the proposed drive-through's circulation and site planning is oriented and designed adequately to not be detrimental or injurious to property or improvements in the vicinity and will not cause vehicular queuing backing up onto Beresford Court. The proposed site improvement modifications to the surface parking lot will still maintain minimum drive aisle widths and parking stall dimensions as required per MMC XI-10-53.13 - Design Standards for off-street parking.

2. *The proposed use must be consistent with the Milpitas General Plan*

The proposed Project is consistent with the Milpitas Zoning Ordinance, as demonstrated in Tables 1 and 2.

The proposed Project will also be compliant with parking requirements of the Conditional Use Permit request for shared parking if approved by the Planning Commission pursuant to MMC XI-10-53.11. Hexagon Transportation Consultants, Inc., provided a parking study, dated June 7, 2024, that included two shared parking methodologies that demonstrated that the amount of parking provided after construction of the proposed Project (223 stalls) will be sufficient for all uses and the Project site will have a surplus of available parking stalls even at peak demand hours at the shopping center. The drive-through is consistent with the City's Zoning Ordinance with approval of a Conditional Use Permit and has a dual lane drive-through design that will merge into one lane with a capacity of 16 vehicles and has been adequately screened from public right-of-way views with an attached trellis and vertical greenscreen as viewed from North Milpitas Boulevard.

3. *The proposed use must be consistent with the Milpitas Zoning Ordinance.*

The proposed Project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 3, and particularly Policy *LU 6-2*, which discusses that as commercial centers are proposed for redevelopment, development projects should create a vibrant public realm through placemaking techniques like public gathering places, features and focal elements including outdoor cafes and other outdoor uses and amenities. The new drive-through use will help introduce a new service (proposed Starbucks coffee shop) for residents and visitors. The approval of the shared parking arrangement and drive-through by the Planning Commission with this Conditional Use Permit request will also further meet the policies and goals of the General Plan by allowing additional uses to a neighborhood serving center by adding new retail and restaurant options for the community, and promote reinvestments and economic activity into an aging shopping center. The proposed Project will provide flexibility of options for Milpitas residents and visitors to enjoy with three new commercial tenants with indoor and outdoor amenities, and the use of the drive-through will provides another amenity in the shopping center for patrons who prefer using drive-throughs.

SECTION 7*:* Minor Site Development Permit (Section XI-10-57.03(F)(1))

The Planning Commission makes the following findings based on the evidence in the public record in support of Minor Site Development Permit No. UP24-0145 for outdoor dining:

1. *The proposed use, at the proposed location will not be detrimental or injurious to property*

or improvements in the vicinity nor to the public health, safety, and general welfare.

The outdoor dining area and design was proposed concurrently as part of the proposed Project for the new pad building. The proposed materials used for the outdoor dining area will be compatible with the new pad building. Landscaping has been incorporated thoughtfully throughout the proposed design of the Project and the outdoor dining areas will be protected and screened by raised landscaped planter beds with three-foot tall decorative metal fence providing an additional barrier from the drive through lane(s). The design of the outdoor dining areas was also harmoniously developed in consideration of the existing layout of the Project site with Building B and Stratford School to minimize disruptions with its adjacent neighboring tenants. Additionally, the proposed outdoor dining areas comply with the design standards and other development standards under Section MMC XI-10-13.19, Outdoor Dining, and is further evaluated below.

2. *The proposed use must be consistent with the Milpitas General Plan*

The proposed Project is consistent with the Milpitas Zoning Ordinance, as demonstrated in Tables 1 and 2. The proposed outdoor dining areas comply with the design standards under Section MMC XI-10-13.19, Outdoor Dining by incorporating a durable barrier and providing separation from the drive-through lane(s) and parking areas. The Project further complies with the outdoor dining subsection by incorporating permanent overhead shade structures and adding high-quality and visually appealing metal tables and chairs that will complement the metal canopy awning features for the new pad building.

3. *The proposed use must be consistent with the Milpitas Zoning Ordinance.*

The proposed Project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 3, and particularly Policy *LU 6-2*, which encourages that as commercial centers are proposed for redevelopment, development projects should create vibrant public realm through placemaking techniques like public gathering places, features and focal elements including outdoor cases and other outdoor uses and amenities. Two tenant suites will each have an outdoor dining area of approximately 160-square feet or 200-square feet in front of their suite. The creation of the new proposed outdoor dining areas with modern architecture and materials will enhance the public realm and provide opportunities for Milpitas residents and visitors to enjoy using the outdoor dining uses and amenities. Short-term bicycle parking racks will be available in front of one of the suites, as well as a long-term bicycle rack on the south elevation of the building.

SECTION 8: Planning Commission Action

The Planning Commission of the City of Milpitas hereby adopts Resolution No. 24-022 approving Site Development Permit No. SD22-0011, Conditional Use Permit No. UP22-0005, Site Development Permit Amendment No, SA23-0005, and Minor Site Development Permit No. MS24-0145, to develop a new, 6,245-square foot commercial pad building within the existing Beresford Square North Shopping Center with up to three retail tenants and a drive-through for

one tenant, a replacement monument sign at the intersection of N. Milpitas Boulevard and E. Calaveras Boulevard with a maximum height of 16-feet above grade level, an amended Beresford Square Master Sign Program, shared parking, outdoor dining, and associated site improvements on an existing 5.67-acre parcel located in the Town Center (TC) Zoning District at 125 North Milpitas Boulevard, subject to the Findings and Conditions of Approval, attached hereto as **Exhibit 1.**

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on June 26, 2024.

_____
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 June 26, 2024, and carried by the following roll call vote:

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Mercedes Albana				
Dipak Awasthi				
Michael Caulkins				
Alexander Galang				
Parveen Gupta				
Chia Ling Kong				
Sonia Medina-Ashby				

EXHIBIT 1

CONDITIONS OF APPROVAL
125 N. MILPITAS BLVD. (APN 028-22-016)

SITE DEVELOPMENT PERMIT NO. SD22-0011
CONDITIONAL USE PERMIT NO. UP22-0005
SITE DEVELOPMENT PERMIT AMENDMENT NO. SA23-0005
MINOR SITE DEVELOPMENT PERMIT NO. MS24-0145

The City of Milpitas Planning Commission approve Site Development Permit No. SD22-0011, Conditional Use Permit No. UP22-0005, Site Development Permit Amendment No. SA23-0005, and Minor Site Development Permit No. MS24-0145, in accordance with Sections XI-10-13.19, XI-10-53.11, XI-10-57.03, and XI-10-57.04, 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 Site Development Permit, Conditional Use Permit, Site Development Permit Amendment, and Minor Site Development Permit entitlement is to develop a new, 6,245-square foot commercial pad building within the existing Beresford Square North Shopping Center with up to three retail tenants with a drive-through for one tenant, a replacement monument sign at the intersection of N. Milpitas Boulevard and E. Calaveras Boulevard with a maximum height of 16-feet above grade level, an amended Beresford Square Master Sign Program, shared parking, outdoor dining, and associated site improvements on an existing 5.67-acre parcel located in the Town Center (TC) Zoning District at 125 North Milpitas Boulevard (APN: 028-22-016). These approvals are subject to all other necessary reviews, approvals, studies, and inspections necessary for such development including for the issuance building permits or occupancy.

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

General Conditions

1. General Compliance. The applicant, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. No certificate of occupancy or temporary certificate of occupancy shall be issued for the development project described in Site Development Permit No. SD22-0011, Conditional Use Permit No. UP22-0005, Site Development Permit Amendment P-SA23-0005, and Minor Site Development Permit P-MS24-0145 ("Permit"), and the 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. **(P)**

2. The Permittee shall develop the approved project in conformance with the approved plans (dated May 28, 2024), and sample color and materials approved by the Planning Commission on June 26, 2024, in accordance with these Conditions of Approval. **(P)**

3. 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)**

4. 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)**

5. Conditions of Approval. As part of the issuance of building permits, the Permittee 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)**

6. Written Response to Conditions. The Permittee shall provide a written response to the Conditions of Approval indicating how each condition has been addressed with the building permit application submittal. **(ALL)**

7. Permit Expiration. Pursuant to Section XI-10-64.06 of the Milpitas Municipal Code, this Permit shall be deemed to have expired and become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Municipal Code, an activity permitted by this Permit shall be deemed to have commenced when the project:
   a. Completes a foundation associated with the project; or
   b. Dedicates any land or easement as required from the zoning action; or
   c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.

8. Time Extension. Pursuant to Section XI-10-64.07 of the Milpitas Municipal Code, unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Division prior to the expiration date of the approval. **(P)**

9. Project Job Account. If at the time of application for building permit there is a project job account balance due to the City for recovery of review fees, the review of permits will not be initiated until the balance is paid in full. **(E)**

10. 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)**

11. 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. **(P)**

12. 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 (the "Indemnified Parties") from and against any and all third party claim, action, or proceeding against City and/or the Indemnified Parties to attack, review, set aside, void or annul the City's approval of SITE DEVELOPMENT PERMIT NO. SD22-0011, CONDITIONAL USE PERMIT NO. UP22-0005, SITE DEVELOPMENT PERMIT AMENDMENT P-SA23-0005, AND MINOR SITE DEVELOPMENT PERMIT P-MS24-0145; including any environmental determination made therefore. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, reasonable attorneys' fees, and other reasonable expenses incurred in connection with such claim, action, causes of action, suit or proceeding. The Permittee shall pay to the City upon demand or, as applicable, on a monthly basis to counsel of City's reasonable choosing, amounts owed pursuant to the indemnification requirements prescribed in this condition, provided each such demand or monthly payment request includes reasonably detailed back-up documentation, including invoices and/or receipts, as applicable, for all amounts to be paid. Notwithstanding the foregoing, City shall have the right to redact invoices and/or receipts as necessary to preserve attorney-client privilege. City shall promptly notify the Permittee of any claim, action, or proceeding and shall engage in reasonable efforts to cooperate in the defense. If City fails to so promptly notify the Permittee, or if City fails to engage in reasonable efforts to cooperate in the defense, then the Permittee's indemnification obligations as set forth in this condition of approval shall thereafter terminate. The Permittee shall not be required to pay or perform any settlement unless the settlement is approved by the Permittee. The above indemnification is intended to be as broad as permitted by applicable law. To the extent the above indemnification is limited by Government Code Section 66474.9, any limitations shall only apply to SITE DEVELOPMENT PERMIT NO. SD22-0011, CONDITIONAL USE PERMIT NO. UP22-0005, SITE DEVELOPMENT PERMIT AMENDMENT P-SA23-0005, AND MINOR SITE DEVELOPMENT PERMIT P-MS24-0145, and the balance of the Permit shall be unaffected by said Government Code section. **(CA)**

13. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Municipal Code. **(P)**

14. 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. **(P)**

15. Previous Approvals. Permittee shall abide by 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)**

16. Outdoor Dining Design Standards and Operational Standards: Permittee and/or tenants of the Project shall maintain compliance with all outdoor dining design and operational standards per MMC XI-10-13.19(F) and MMC XI-10-13.19(G)

17. Shared Parking: Project site shall prepare and maintain a shared parking plan in coordination with tenants of Building A, Building B, and Stratford School and submit any alterations to the Planning Department for review per MMC XI-10-53.11(H) containing the following:

    1. Site plan and required parking calculations of parking spaces intended for shared parking and their proximity to land uses that they will serve.
    2. A signage plan that directs drivers to the most convenient parking areas for each particular use or group of uses (if such distinctions can be made).
    3. A pedestrian circulation plan that shows connections and walkways between parking and land uses. These paths should be as direct and short as possible.

ENGINEERING DIVISION CONDITIONS OF APPROVAL

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)***

18. Modifications: The Site Development Plan plans dated May 28, 2024 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.

19. 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. The City's review will include compliance of the plans with local and state legislation, such as AB 827 and SB 1383.

20. 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 C.3.c.i measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.

21. 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.

22. 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.

PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met **prior to** encroachment permit issuance, unless otherwise approved by the Director of Engineering/City Engineer.* ***(E)***

23. 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/333/Standard-Details-Specifications);
    b. Standard details and specifications: (https://www.milpitas.gov/333/Standard-Details-Specifications);
    c. Americans with Disabilities Act (ADA) requirements, where applicable.

24. 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.

25. 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.

26. 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.

27. Concurrent Off-site Plan Reviews: Permittee shall submit separate off-site improvement plans for City's review and approval by the Engineering Department.

28. Improvement Agreement and Securities: Permittee shall execute an 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).

29. 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 separate water service tap and meter for each of the following services: non-residential, irrigation, and fire.
    b) Installation of separate utility service lines (domestic water, fire service, sanitary sewer) for non-residential.
    c) 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.
    d) Installation of half-street width asphalt concrete-based repair and microsurface along the project street frontage on Beresford Ct to the City Engineer's satisfaction.
    e) Installation of 5.5' public sidewalk after the removal of driveway at intersection of Beresford Ct and North Milpitas Blvd within the 5.5' sidewalk easement.

30. 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.

31. 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.

32. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.

33. 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.

34. Pothole Encroachment Permit: Due to multiple new utility service connections on arterial/collector streets, Permittee shall pothole and verify all potential utility crossing conflict as part of the public improvement plan during the design stage.

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)***

35. 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).

36. 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.

37. 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.

38. 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.

39. Solid Waste and Recycling Facility Design: Permittee shall comply with all applicable City design guidelines/details, including but not limited to those associated with haul route, turning radius, vertical and horizontal clearance, trash enclosure, staging area, and storage area.

40. 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.

41. 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.

42. Grease Interceptor: Provide grease interceptors for buildings with food service. Contact San Jose/Santa Clara Water Pollution Control Plant at http://www.sanjoseca.gov/index.aspx?NID=1641 for sizing and location requirements for grease interceptor(s). No grease interceptor(s) shall be located in any public right-of-way or public easement areas.

43. Flood Plain Management: This project is in the Flood Zone "AH" with 1' to 3' 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. 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 and shall be completely elevated out of the SFHA.

44. Development Fees: Permittee shall pay the following development fees. The information listed in items "a" through "h" 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 and $5.97/gpd for commercial, based upon increased water usage.
    b) Sewer connection fee at $1,406/unit for residential and $8.52/gpd for commercial, based upon increased average wastewater flow.
    c) Wastewater Treatment Plant fee per MMC VIII, Chapter 2, Section 7.04.
    d) Calaveras Boulevard Widening Traffic Impact fee per Resolution No. 7894.
    e) 3.8% of applicable fees in accordance with City Resolution No. 8969 as Permitting Automation Fee.
    f) FEMA Flood Zone Designation Letter fee in the amount of $100.00 each.

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)***

45. 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.

46. 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.

47. 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.

48. 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.

PRIOR TO FIRST OCCUPANCY

*The following conditions shall be met **prior to** issuance of a certificate of occupancy of the approved project, unless otherwise approved by the Director of Engineering/City Engineer.*

49. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to N Milpitas Boulevard, frontage improvements along Beresford Ct, as shown on City approved plans.

50. LOMR-F: Permittee shall submit the FEMA approved LOMR-F for each unit/building associated with the requested occupancy, if project is located in the SFHA. In the event FEMA has not lifted the suspense on the LOMR-F process, lack of documentation will not preclude occupancy release.

51. Elevation and/or Flood Proofing Certificate: Permittee's civil engineer shall submit Elevation and/or Flood Proofing Certificate for the lowest finished floor elevation of each building for City record.

52. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.

53. Certificate of Cross-Connection: Permittee shall ensure that the cross-connection specialist complete the required recycled water construction inspection checklist, cross connection test results and any special inspection checklist as required by the South Bay Recycling Program http://www.sanjoseca.gov/index.aspx?NID=1595 and forward them to the City.

54. 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.

55. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

BUILDING DEPARTMENT CONDITIONS OF APPROVAL

56. Compliance with California 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.

FIRE DEPARTMENT CONDITIONS OF APPROVAL

57. Please do not consider this review an approval for construction from the Fire Department. The plans submitted are not reviewed nor approved for conformance to the California Building Code (CBC), California Fire Code (CFC) and the Milpitas Municipal Code (MMC). These notes are a general list of the applicable code requirements (2022 Edition), but not limited to, and are provided to assist with the construction permit process.

58. 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.

59. 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. CFC Section 503

    a. 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

    b. 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. When there is a dead-end condition, means for fire apparatus turn-around shall be provided.

    c. Adjacent Access. No source of access from lands adjoining a property to be developed shall be considered unless there is obtained the irrevocable and unobstructed right to use same. CFC Section 503.7, added by MMC V-300-2.56

    d. 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. Design criteria shall be based on the City of Milpitas fire apparatus Sutphen S95 Aerial Platform unit. Please contact the Fire Prevention Division if specifications are needed. CFC Section

503.2.3

e. Ground structures (including landscape) and building projections shall not encroach or impede the fire apparatus access requirements. CFC Section 503.4

f. Emergency Vehicle Access (EVA) roads, when required, shall meet the fire department site access requirements specified herein this document. CFC Section 503

g. No parking in 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 – CVC 22500.1” stencil. Signage and red curbs shall be done throughout and as needed to clearly identify the no parking zones.

h. Fire Protection. 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

i. 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 Section 102.9.

60. Fire Protection Water Supply (hydrants, on-site and public)
   a. An approved water supply (hydrants on-site and 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. Fire flow reduction as noted in the Appendix B of the Fire Code is not permitted, CFC Section B103.2.

b. Water System Calculations Requirements. Private fire service mains and appurtenances shall be designed and installed in accordance with the City of Milpitas Engineering design guideline requirements and the 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

   The minimum water flow at the worst case hydrant outlet within the private system shall be not less than 2,500 gpm.

c. Hydrant for automatic fire sprinkler and or standpipe systems. Buildings equipped with an automatic fire sprinkler system and or a standpipe system installed in accordance with Sections 903 and or 905 shall have a fire hydrant within 50 feet of the fire department connections. CFC Section 507.1.1, amended by MMC Section V-300-2.61

d. 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-300-2.62

e. 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. Provide stripping per CA Vehicle Code 22500.1. CFC Section 507.5.4

61. Fire service water laterals for building sprinkler systems.
   a. 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 13 and other applicable Standards. Note, the utilities drawings provided are not reviewed nor approved for construction. CFC Section 912.1

   b. The location of the FDC's/PIV's (fire department connection/post indicator valve) shall be at a readily visible and accessible location off the fire access road and approved by the Fire Code Official. FDC's/PIV's shall not be located behind parking stalls 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

   c. 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

   d. 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

e. Automatic fire sprinkler 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 903.3.5.5, added by MMC Section V-300-2.66

62. 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 by MMC Section V-300-2.59

63. 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

64. All required addresses shall be illuminated. CFC Section 505.3, added by MMC V-300-2.60

65. Fire Dept. emergency Key Box (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 life-saving or fire-fighting purposed. Quantify and location shall be as directed by the Fire Code Official. CFC Section 506

    Locked mechanical closets, electrical closets, fire alarm closets, sprinkler riser closets, etc. will need a Fire Dept. approved lock or “Knox” key box.

66. Building/Structure Requirements.
    a. The buildings shall be provided with an automatic fire sprinkler system in conformance with the NFPA 13 or NFPA 13D Standards. System type will depend on building/structure construction type and area analysis. California Fire Code Section 903.3

    b. 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

67. Landscape sheets. The 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

68. 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

POLICE DEPARTMENT CONDITIONS OF APPROVAL

69. All entrances to the facility shall be posted with appropriate signage such as "No Trespassing/ Loitering" and applicable towing advisements such as 22658(a) CVC to assist in the removal of unauthorized person and vehicles from the private premises.

70. Parking lots and associated driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with lighting of sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of darkness.

71. Parking issues presented by this project could create concerns if adjacent parking lots belonging to surroundings businesses are utilized. The parking procedures need to be clearly understood and followed by guests of the proposed property. The parking stalls within the property shall be clearly marked for guests and include disabled parking spaces as required by law.

72. Any and all areas controlled by electronic security devices (i.e. key fobs, access cards, keypads, etc.) shall have Knox boxes installed near such access points with the Knox boxes containing the appropriate security devices to gain entry. If access points are controlled by keypads, management shall provide the Police Department with the needed code(s) and regularly update the Police Department if such code(s) change.

73. An up-to-date map of the interior floor plan shall be provided to the Police Department. The map shall minimally identify the locations of each room, entry/exit points, storage areas, locations of security cameras, etc.

74. Landscaping shall be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged. Landscaping shall not conceal doors or windows from view, obstruct visibility of the parking lot from the street, nor hinder access to the roof, if needed.

75. Video/security cameras shall be implemented for the enclosed building and the exterior perimeter. The exterior video/security cameras shall record in high definition and cover the entire exterior which includes the parking lots, parking lot entrances/exits, and building entrances/exits. The interior video/security cameras shall record in high definition and cover

every floor's corridors/hallways, main lobby area, front-desk, and building entrances/exits. The video/security system shall have the capacity to save/store footage for 30 days and have the capability to be downloaded.

76. Property Manager shall file emergency notification form with the police department so law enforcement can contact property manager in the event of any major accident, emergency, or unforeseen circumstance.

77. All windows not visible from the public street shall have burglary resistant glazing; the type that attaches to the window frame are preferable.

Key:

(P) = Planning
(B) = Building
(E) = Engineering
(F) = Fire Prevention
(PD) = Police Department
(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 Permit.

Dated: _____ _____

Signature of Permittee

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Authorize the City Manager, or Designee, to Negotiate and Execute Purchase Orders and Sales-Related Documents to Effectuate the Purchase of Three 2026 Chevrolet Silverado EV Trucks and Two 2025 Dump Trucks (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	6/16/2026
Recommendation:	Authorize the City Manager, or designee, to negotiate and execute purchase orders and sales-related documentation with (1) National Auto Fleet Group for the purchase of three 2026 Chevrolet Silverado EV trucks for an amount not to exceed $183,714, inclusive of sales tax and fees; and (2) Golden Gate Truck Center for the purchase of two 2025 dump trucks for an amount not to exceed $314,608, inclusive of sales tax and fees.

BACKGROUND:

The Public Works Department manages a fleet of 302 vehicles, including sedans, work trucks, patrol vehicles, fire engines, and specialized trucks to support City operations. On June 17, 2025, City Council approved and accepted a non-competitive grant from Silicon Valley Clean Energy (SVCE) and authorized staff to negotiate and execute documents required to purchase up to five Ford F-150 Lightning trucks. In August 2025, staff purchased one off-the-lot Ford F-150 Lightning using the grant funds. Staff placed an order for the remaining four Ford F-150 Lightnings in November 2025 but were notified by Ford in December 2025 that production had ceased and the order was canceled. The purchase of these electric vehicles is important to (1) help the City meet its goals of the Climate Action Plan related to electrifying the City's fleet and (2) replace vehicles that are beyond or approaching the end of their useful life.

Additionally, of the 302 vehicles in the City fleet, nine are dump trucks, two of which are mid-sized dump trucks. Both mid-sized dump trucks are over 20 years old and were recently removed from service because they failed the required California Air Resources Board opacity testing. As these were the City's only mid-sized dump trucks, replacement is essential to maintain operational capacity. On February 3, 2026, as part of the FY 2025-26 Mid-Year Report, City Council approved an additional appropriation for the purchase of two new mid-sized dump trucks.

To maintain operational capacity, reduce maintenance and repair costs by replacing legacy vehicles, and support the City's Climate Action Plan, staff are seeking authorization to purchase three half-ton trucks and two mid-sized dump trucks, all but one of which are electric vehicles.

ANALYSIS:

On June 25, 2025, Sourcewell, a State of Minnesota local government unit and service cooperative, issued a Request for Proposal (RFP #081325) for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. The City's Purchasing Agent, in accordance with City Municipal Code Section I-2-3.05 (Public Agency Purchases), which authorizes the Purchasing Agent to make purchases based upon an agreement or cooperative purchasing program entered into by another public agency, reviewed the Sourcewell RFP and awarded contract, and confirmed the RFP competitive process was consistent with, and at least as restrictive as, the City's procurement processes. On November 12, 2025, Sourcewell executed Contract No.

081325-NAF with 72 Hour LLC, dba National Auto Fleet Group pursuant to the RFP. Staff seek authorization to negotiate and execute a purchase order and sales-related documentation with National Auto Fleet Group leveraging this cooperative to purchase three 2026 Chevrolet Silverado EV e4WD Crew Cab Standard Range Work Trucks for a not-to-exceed amount of $183,714. The purchase of these all-electric vehicles will be fully funded by the SVCE grant.

On February 8, 2024, Sourcewell issued a Request for Proposal (RFP #032824) for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services. The City's Purchasing Agent confirmed the RFP competitive process was consistent with, and at least as restrictive as, the City's procurement processes. On August 28, 2024, Sourcewell awarded Contract No. 032824-DAI to Daimler Truck North America pursuant to the RFP. Daimler Truck North America has three subsidiaries: Western Star Truck Sales Inc., Freightliner LLC, and Daimler Truck Financial Services. Western Star Truck Sales Inc. is the subsidiary that sells the dump trucks staff request to purchase, and their authorized dealer for our region is Golden Gate Truck Center. Staff seek authorization to negotiate and execute a purchase order and sales-related documentation with Golden Gate Truck Center to purchase one 2025 EV dump truck (Rizon e18L) for a not-to-exceed amount of $224,994 and one 2025 gas dump truck (Isuzu NRR) for a not-to-exceed of $89,614, with a combined purchase order amount of $314,608. The Rizon dump truck will be partially funded by the SVCE grant funds (approximately $44,994) with the remainder, as well as the full amount of the Isuzu dump truck, funded by the City's Equipment Replacement Fund.

All vehicle provisioning will be completed in-house by Public Works staff.

POLICY ALTERNATIVE(S):

Alternative 1: Do not authorize these purchases.

Pros: The City would not incur these expenditures.

Cons: The City will continue to see increased maintenance costs for vehicles that have exceeded their useful life and will forfeit the SVCE grant funds.

Reason for Not Recommending: The funds are already appropriated in the SVCE grant and Equipment Replacement funds based on previous City Council actions. Not expending these funds will result in forfeiture of the SVCE grant funds which could jeopardize future City applications for similar grants, and the City will miss an opportunity to support its Climate Action Plan goals for electrifying the City's fleet. The City will also continue to incur increasing maintenance costs and run the risk of vehicle failures for legacy vehicles that are beyond their useful lives. Additionally, the City will have to operate without mid-sized dump trucks which will affect operational capacity and efficiency.

PROJECT SCHEDULE/KEY MILESTONES

Following approval of this recommendation, staff expect to issue purchase orders for these purchases by July 31, 2026. The estimated lead time for receipt of the vehicles from the date of purchase order is six to seven months.

FISCAL IMPACT:

After purchase of an off-the-lot Ford Lightning in August 2025, the SVCE grant fund has a current remaining balance of $338,527. These remaining funds will be utilized to purchase the requested electric vehicles. As part of the FY2025-26 Mid-Year Report, City Council appropriated an additional $301,302 in the Equipment Replacement Fund (Fund 500) for the purchase of two dump trucks and funding of $59,000 was included in the FY2025-26 Adopted Budget. By purchasing the electric dump truck with the $44,994 of the SVCE grant funds, the draw on the City's Equipment Replacement Fund will be reduced. No additional funding or budget amendment is required, and this action has no effect on the General Fund.

To summarize, these purchases, if approved, will be funded as follows:

Purchase	Cost	Funding Source
Three 2026 Chevrolet Silverado EV Trucks	$183,714	SVCE Grant (full cost)
One 2025 EV Dump Truck (Rizon e18L)	$224,994	SVCE Grant ($44,994)
		Equipment Replacement Fund ($180,000)
One 2025 Gas Dump Truck (Isuzu NRR)	$89,614	Equipment Replacement Fund (full cost)
Total of Request	**$498,322**	

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

ATTACHMENT(S):
None.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve a Design Services Agreement with TJKM Transportation Consultants for HSIP Traffic Safety Improvements, CIP No. 4314 (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:	6/16/2026
Recommendation:	Approve and authorize the City Manager, or designee, to execute a Design Services Agreement with TJKM Transportation Consultants in an amount not-to-exceed $327,732 for the HSIP Traffic Safety Improvements, CIP No. 4314.

BACKGROUND:

The Traffic and Transportation Engineering Section of the Public Works Department ("Section") is responsible for planning and implementing roadway safety improvements identified in the adopted 2024 Citywide Travel Safety Plan (Safety Plan) and Trail, Pedestrian and Bicycle Master Plan. The Section pursues external funding opportunities to implement recommended safety improvements in these Plans to preserve the annual street revenue streams/funding sources (Gas Tax, Senate Bill 1 Road Maintenance and Rehabilitation Account (SB1 RMRA), Measure B, Vehicle Registration Fee) for preventive maintenance of and upgrades to the City's street infrastructure.

On May 6, 2024, the California Department of Transportation (Caltrans), specifically the Division of Local Assistance, issued a Call-for-Projects for the Highway Safety Improvement Program Cycle 12 (HSIP) grant program, which is overseen by the Federal Highway Administration. The HSIP grant program was part of the Infrastructure Investment and Jobs Act (H.R.3684), signed in 2021 by the Biden Administration, and is available to local, regional, and Tribal communities as part of a systematic approach to achieve significant reductions in traffic fatalities and serious injuries on roadways, which aligns with the City's initiatives. Funding is available for a broad range of safety improvements, including pedestrian and bike enhancements, intersection upgrades, systemic roadway features, and new countermeasures.

On September 9, 2024, staff applied for the HSIP grant program, and Caltrans informed the City on February 23, 2025, that it would receive $2,064,330 in grant funding, with the City required to provide a 10% local funding match of $229,370. The Grant will fund the design and construction for the installation of signal head reflective backplates and Leading Pedestrian Intervals at seventy-two (72) City signalized intersections; improve visibility and retroreflective signage at three (3) unsignalized/stop-controlled intersections including McCarthy Blvd. and Murphy Ranch Road, Kennedy Drive and N. Park Victoria Drive, and N. Temple Drive and Golden Hills Drive; and improve the safety of the horizontal curve along McCarthy Blvd. towards the City Limits as all this work was identified as priority improvements in the Safety Plan.

Caltrans issued an Authorization to Proceed for the preliminary engineering (PE) phase, and the Program Supplement Agreement (Federal Project No. HSIPL-5314[016]) was executed by the City and State on November 20, 2025, to fund the PE phase of the Project. To start this phase, the City must retain a design consultant to assist with NEPA and Caltrans' E-76 clearance and prepare Construction Documents for the Construction phase of the Project.

As part of the Adopted 2027-2031 Capital Improvement Program, the City Council approved the HSIP Traffic Safety Improvements, CIP No. 4314 ("Project") with a budget appropriation of $2,293,700, of which $2,064,330 is funded by the HSIP grant and the remaining $229,370 (10% City local match) is funded by the Gas Tax Fund for the work as described above.

ANALYSIS:

In accordance with the City Municipal Code I-2-3.09 - Request for Proposals (RFP) Procedure, a Request for Proposals (RFP 26-225) was released on April 14, 2026, to seek a design consultant with expertise in providing planning, design, and construction services for the Project. RFP 26-225 was publicly posted on the City's eProcurement system, OpenGov Procurement, and 66 firms downloaded the RFP documents. Four (4) firms submitted proposals by the published closing date of May 8, 2026. The proposals were evaluated and scored according to the criteria outlined in the solicitation. The following table summarizes the rating of each proposer.

Evaluation Criteria	Max Points	TJKM Transportation Consultants	Bennett Engineering	Kimley-Horn	Interwest Consulting Group, Inc.
Cover Letter	5	4.8	4.75	4.00	2.00
Company Profile	30	28.50	27.00	27.00	12.00
Execution Plan	35	31.50	31.50	24.50	10.50
References	5	4.55	4.88	4.00	0.00
Personnel Assigned	15	14.25	14.25	15.00	6.00
Proposed Compensation	10	8.50	9.00	9.00	3.00
Total Score	**100**	**92.10**	**91.38**	**83.50**	**33.50**

Following the initial scoring, the three (3) highest-ranked firms were invited to participate in an oral interview to discuss their proposal further, provide clarifications, and answer questions. TJKM Transportation Consultants was determined to be the best value proposer in accordance with the RFP evaluation criteria. Per the City Municipal Code I-2-3.13 – Contracting for Consultant, staff recommends City Council approve the Design Services Agreement with TJKM Transportation Consultants in an amount not-to-exceed $327,732 for the Project **(Attachment A)**. The scope of work is more particularly described in the Design Services Agreement – Exhibit A. The three (3) highest-ranked firms were added to the City's On-Call Qualified List of Consultants related to traffic and transportation capital improvement projects for a period of five (5) years.

PROJECT SCHEDULE/KEY MILESTONES:

Upon the City Council approval of the Design Services Agreement, TJKM Transportation Consultants will start the design in July 2026 and is anticipated to be completed by the end of Spring of 2027. The construction is anticipated to start by the summer of 2027, pending NEPA clearance and the approval of the E-76 process with Caltrans.

POLICY ALTERNATIVE(S):

Alternative 1: Not approving the Design Services Agreement with TJKM Transportation Consultants.

Pros: None

Cons: The completion of design will be delayed by a minimum of six (6) months and potentially jeopardizes Caltrans obligating the funding by 3/31/2028 to authorize the construction phase. The City will forfeit $2,064,330 in grant funding if the obligation deadline is not met.

Reason for Not Recommending: Postponing safety improvements will continue to expose bicyclists, motorists, and pedestrians to the risk of traffic fatalities and serious injury on City roadways, and the City may

be liable for any roadway incident that occurs. Due to the City's limited annual street funding sources, it is likely these improvements will not be funded in the near future.

FISCAL IMPACT:
The Project has a total budget appropriation of $2,293,700, funded by the HSIP grant ($2,064,330) and the Gas Tax Fund ($229,370). As of June 2, 2026, available funding for the design phase is $378,000, which is sufficient to execute the Design Services Agreement with TJKM Transportation Consultants in an amount not-to-exceed $327,732

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The Project entails the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The project further entails the replacement or reconstruction of existing facilities, with the new facilities located on the same site as the facilities replaced, having substantially the same purpose and capacity as the structure replaced, and being exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15302. A Notice of Exemption for CEQA will be filed with the County of Santa Clara prior to the award of a construction contract.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA):
Since the Project will be funded by a federal-aid program, compliance with the NEPA is legally required before any construction work can begin or funds can be released. Due to the nature of the work, it is anticipated the Project will have no significant environmental footprint. Therefore, a Categorical Exclusion for NEPA is anticipated to be filed with Caltrans prior to the approval of E-76.

ATTACHMENT:
(a) Design Services Agreement

CITY OF MILPITAS
DESIGN SERVICES AGREEMENT
CONTRACT NO.

1. PARTIES AND DATE.

This Agreement is made and entered into as _____, 20____ by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and **TJKM Transportation Consultants** a **C- CORPORATION,** with its principal place of business at **4305 Hacienda Drive, Suite 550, Pleasanton, CA, 94588,** (hereinafter referred to as "Designer"). City and Designer are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Designer**.** Designer desires to perform and assume responsibility for the provision of certain professional design services required by the City on the terms and conditions set forth in this Agreement. Designer warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Designer is a corporation or other organization, the Project Designer designated pursuant to Section 3.2, and not the Designer itself, shall be fully licensed to practice as an architect and/or engineer in the State of California.

2.3 Project**.** City desires to engage Designer to render such services for the **Highway Safety Improvement Program (HSIP) Traffic Safety Improvement Project, CIP No. 4314 – HSIPL – 5314 (016)** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Designer.

3.1.1 Scope of Services. Designer promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Designer shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld. Additionally, Designer shall comply with all Federal requirements applicable to the Services.

3.1.2 Term.

The term of this Agreement shall be from **July 01, 2026,** to **December 31, 2028,** unless earlier terminated as provided herein. The City reserves the right to review the Designer's performance at the end of each year and cancel all or part of the Agreement.

3.2 Project Designer; Key Personnel.

3.2.1 Project Designer. Designer shall name a specific individual to act as Project Designer, subject to the approval of City. Designer hereby designates **RUTA JARIWALA** (License No. **73840)** to act as the Project Designer for the Project. The Project Designer shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Designer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Designer shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Project Designer shall be of at least equal competence as the prior Project Designer. In the event that City and Designer cannot agree as to the substitution of a new Project Designer, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Designer, Designer has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Designer may substitute others of at least equal competence upon written approval of the City. In the event that City and Designer cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Designer at the request of the City. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **RUTA JARIWALA, PRINCIPAL-IN-CHARGE and ENGINEER OF RECORD, PROFESSIONAL CIVIL ENGINEER LICENSE #73840, NAYAN AMIN, PROJECT MANAGER, PROFESSIONAL TRAFFIC ENGINEER LICENSE #2290.**

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Designer shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Designer may delegate without relieving Designer from administrative or other responsibility under this Agreement. Designer shall be responsible for the coordination and cooperation of Designer's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Designer shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Designer in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Designer shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Designer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Designer shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Designer's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Designer at Designer's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Designer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Designer shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Designer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Designer warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Designer represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Designer shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Designer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Designer and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Designer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Designer by law. Designer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Designer performs any work knowing it to be contrary to such laws, rules and regulations, Designer shall be solely responsible for all costs arising therefrom. Designer shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Designer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as

Additional Services which were not known or reasonably should not have been known by Designer. Designer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Designer shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Designer and City.

3.5.3 Americans with Disabilities Act. Designer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Designer shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Designer brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Designer's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Designer, and the Designer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Designer request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Designer shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Designer shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Designer shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance.

(a) Compliance with Water Quality Laws, Ordinances and Regulations. Designer 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 Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Designer shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

(b) Standard of Care. Designer warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.5.5(a) of this Agreement. Designer further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(c) Liability for Non-compliance.

(i) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.5.5(a) of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Designer agrees to indemnify 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 Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(ii) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Designer's failure to comply with any applicable water quality law, regulation, or policy. Designer hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(iii) Damages: City may seek damages from Designer for delay in completing the Services caused by Designer's failure to comply with the laws, regulations and policies described in Section 3.5.5(a) of this Agreement, or any other relevant water quality law, regulation, or policy.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Designer on an independent contractor basis and Designer is not an employee of City. Designer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Designer shall also not be employees of City, and shall at all times be under Designer's exclusive direction and control. Designer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Designer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Designer Services. Designer shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Designer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Designer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Designer agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Designer shall prepare an estimated time schedule for the performance of Designer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Designer cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Designer without the prior written approval of City. If the Designer's Services are not completed within the time provided by the agreed upon performance schedule, or any

milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Designer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.4 Excusable Delays. Any delays in Designer's work caused by the following shall be added to the time for completion of any obligations of Designer: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Designer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Designer. Neither the City nor the Designer shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Request for Excusable Delay Credit. The Designer shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Designer for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Designer make an application for an extension of time, Designer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Designer Services.

3.8.1 Request for Services. At City's request, Designer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted design practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Designer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Designer shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Designer as to the compensation to be paid for such services. City shall pay Designer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Designer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Designer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Designer to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Designer.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Designer is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Designer's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Designer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Designer with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Designer, City shall furnish Designer with, or direct Designer to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. The City Manager hereby designates **Christian Di Renzo, Public Works Director,** or his or her designee, as the City's contact for the implementation of the Services hereunder. Designer shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Designer, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Designer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Designer's Compensation for Basic Services. City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Three Hundred Twenty-Seven Thousand Seven Hundred Thirty-Two** Dollars (**$327,732)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Designer perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If City requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Designer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Designer shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Designer in the interest of the Project. Designer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000.00; and (5) other costs, fees and expenses in excess of $1,000.00.

3.10.4 Payment to Designer. Designer's compensation and reimbursable expenses shall be paid by City to Designer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein

by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Designer shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Designer shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Designer shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Designer. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Designer is liable under the Agreement or state law. Payments to the Designer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Designer shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from parties not within the Designer's reasonable control.

3.10.6 Prevailing Wages. Designer is aware of the requirements of California 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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Designer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Designer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Designer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Designer's principal place of business and at the Project site. Designer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Designer or its consultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Designer and all subconsultants to comply

with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.10.7 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Designer and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Designer shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.10.8 Labor Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Designer's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Designer or any subcontractor that affect Designer's performance of Services, including any delay, shall be Designer's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Designer caused delay and shall not be compensable by the City. Designer 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 Designer or any subcontractor.

3.11 Notice to Proceed.

Designer shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Designer's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Designer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Designer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Designer. Designer hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Designer may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Designer as provided in this Agreement.

3.12.2 City's Suspension of Work. If Designer's Services are suspended by City, City may require Designer to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Designer.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Designer shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Designer's Services under this Agreement. Upon payment of the amount required to be paid to Designer pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Designer under this Agreement. Designer shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Designers. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, design presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Designer or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Designer shall provide to City copies of all Project Documents required by City. In addition, Designer shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Designer shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Designer grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Designer, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Designer in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Designer or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Designer.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Designer shall be at City's own risk with respect to third parties. If City uses or

reuses the Project Documents on any project other than this Project, it shall remove the Designer's seal from the Project Documents and hold harmless Designer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Designer shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Designer represents and warrants that Designer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Designer prepares or causes to be prepared pursuant to this Agreement. Designer shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Designer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Designer and provided to Designer by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Designer in connection with the performance of this Agreement, shall be held confidential by Designer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Designer for any purposes other than the performance of the Services. Designer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Designer which is otherwise known to Designer or is generally known, or has become known, to the related industry shall be deemed confidential. Designer shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Designer shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Designer, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Designer's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Designer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Designer, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Designer's obligation to defend, indemnify, and/or hold harmless arises out of Designer's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Designer's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Designer, and, upon Designer obtaining a final adjudication by a court of competent jurisdiction, Designer's liability for such claim, including the cost to defend, shall not exceed the Designer's proportionate percentage of fault.

3.15 Insurance. Designer shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Designer shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required therein.

3.16 Records.

Designer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Designer shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Designer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Designer shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for design services between City and the designer chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Designer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Designer shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Designer prepares for the Project. Designer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Designer shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the

Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Designer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Santa Clara County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.27 Safety.

Designer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Designer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Designer shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Designer shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Designer's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CITY:	DESIGNER:
City of Milpitas 455 E. Calaveras Boulevard Milpitas, California 95035 Attn: Roberto Alonzo	TJKM Transportation Consultants 4305 Hacienda Drive, Suite 550, Pleasanton, CA, 94588 Attn: Nayan Amin

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 City's Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Designer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Designer, to solicit or secure this Agreement. Further, Designer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Designer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Designer represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Designer shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Designer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Wage Theft Certification.

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

3.35.2 BY SIGNING THIS AGREEMENT, DESIGNER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT DESIGNER OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. DESIGNER FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, DESIGNER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT DESIGNER OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.35.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Designer or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Designer learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Designer 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. Designer or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Designer or its subconsultant is subject to a payment or other alternative plan, the Designer or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.35.4 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.

3.35.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.35.6 Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other

notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

3.36 Subcontracting.

As specified in this Agreement, Designer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.37 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.38 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND TJKM TRANSPORTATION CONSULTANTS

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS
Approved By:

_____
Willie A. Hopkins, Jr., City Manager

_____
Date

Approved As To Form:

_____
Christian Curtis, City Attorney

Approved:

_____
Luz Cofresí-Howe
Finance Director/Risk manager

Approved As To Content:

_____
Christian Di Renzo, Public Works Director

TJKM Transportation Consultants

_____
Signature

Nayan Amin
Name

President
Title

_____
Date

EXHIBIT "A"

DESIGNER'S SCOPE OF SERVICES

The Design consultant is to complete the design of systemic improvements at the City's seventy-two (72) signalized intersections and safety improvements at three (3) unsignalized intersections and roadway segment with a history of fatal and severe crashes. Work includes, but not limited to, signal modifications at the City's 72 intersections by installing signal head reflective backplates and Leading Pedestrian Interval (LPI); installation of signage, daylighting, beacons, etc. at the 3 unsignalized intersections; and safety improvements of a horizontal curve along McCarty Blvd. Additionally, the design consultant to complete the professional planning and design for NEPA clearance, assistance with the Caltrans E-76 process, and coordination with the City staff to ensure that all of the federal requirements and City's goals are met.

Retroreflective backplates were identified as an effective countermeasure to address these crash types citywide. Additionally, with 42% of pedestrian and cyclist crashes occurring at signalized intersections, implementing a Leading Pedestrian Interval (LPI) was identified as an effective way to improve pedestrian safety systemically. The implementation of retro-reflective backplates and LPI Citywide forms the core of the Project, and it is estimated to account for two-thirds of the total project cost. These improvements will be made at 72 of the City owned and maintained traffic signals as shown in Figure 1 and Table 1.

Installing improved signage that are more visible and retroreflective at unsignalized/stop-controlled intersections was identified as a countermeasure in the Safety Plan to prevent broadsides and rear-ends and improve pedestrian and cyclist safety. These intersections are recommended as a top priority because they have each experienced fatal or severe injury crashes in the last five years. The following are additional information of each intersection.

- Kennedy Drive and N. Park Victoria Drive intersection: Flashing beacons are also recommended to ensure the safety of students traveling to the nearby William Burnett Elementary School.
- N. Temple Drive and Golden Hills Drive intersection: Daylighting per AB 413 and signage improvements are being recommended as vehicles are parking at the curb returns that obstruct the vision triangle, increasing the risk to pedestrians and broadside crashes. Restricting parking should improve pedestrian safety and help prevent crashes at this intersection.
- Murphy Ranch Road and McCarthy Boulevard intersection: Signage improvements are recommended to enhance driver compliance at the two-way stop-controlled intersection.

The horizontal curve along the north end of McCarthy Blvd. near the City limits was identified as a priority location in the Safety Plan due to the high prevalence of lane departure-hit objects and the severe nature of the crashes along the curve. To address these issues, several countermeasures have been proposed, including, but not limited to, lighting improvements, high-friction surface treatments, chevron signs object markers, larger retroreflective curve warning signs, and edge line rumble strips. These improvements are anticipated to reduce the number of crashes that occur.

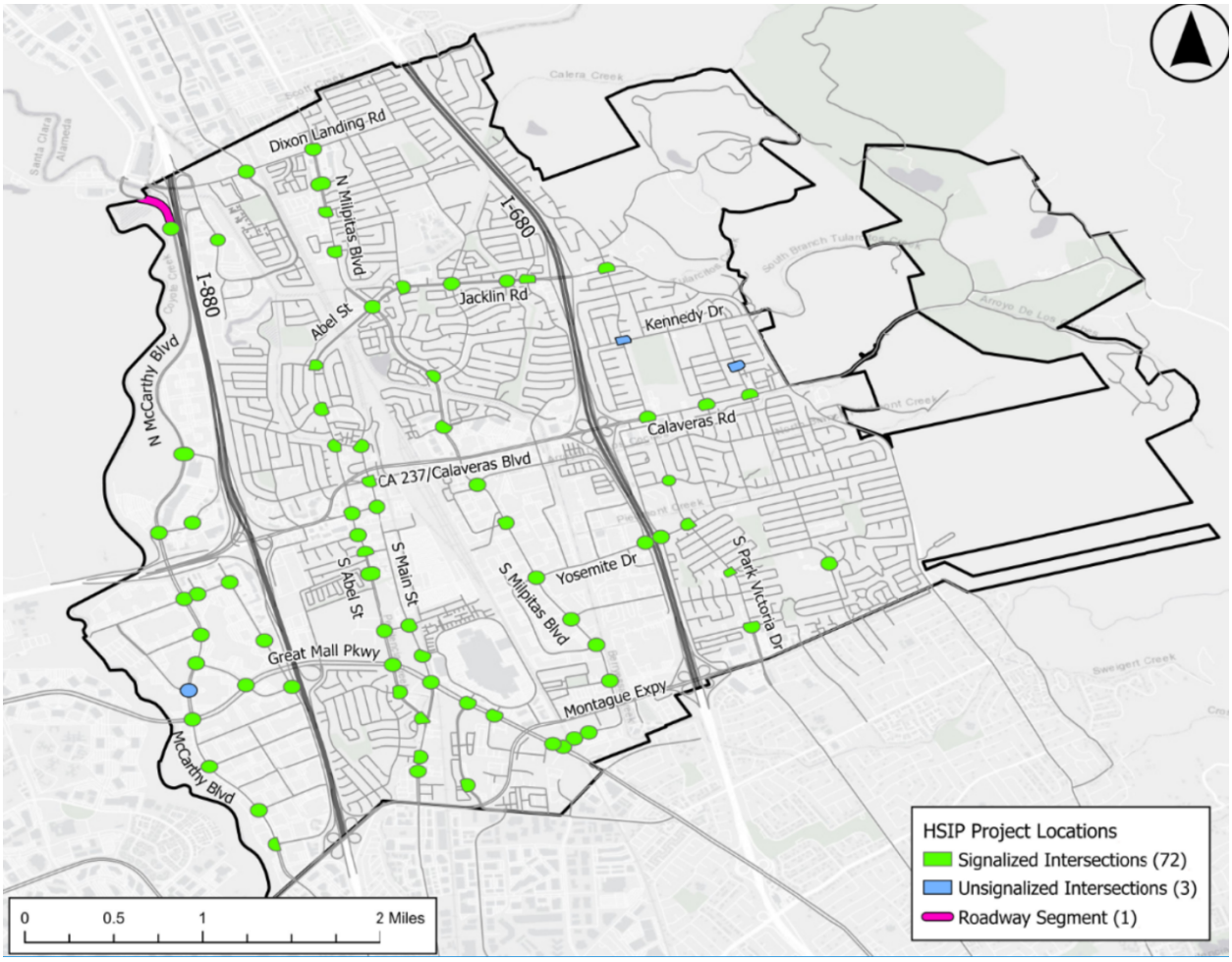


Figure 1: Proposed Improvement Locations

Table 1: List of Project Intersections

Intersection Number	Intersection Control	Intersection Name
1	Signalized	McCarthy Blvd @ Sycamore Dr
2	Signalized	McCarthy Blvd @ Barber Ln
3	Signalized	McCarthy Blvd @ Cottonwood Dr
4	Signalized	Tasman Dr @ McCarthy Blvd
5	Signalized	McCarthy Blvd @ Alder Dr
6	Signalized	Tasman Dr @ Alder Dr
7	Signalized	Barber Ln @ Alder Dr
8	Signalized	Great Mall Pkwy @ Abel St

9	Signalized	S. Main St @ Mihalakis St
10	Signalized	Main St @ Cedar Wy
11	Signalized	McCandless Dr @ Delong Ln
12	Signalized	Great Mall Pkwy @ Centre Pointe Dr
13	Signalized	Abel St @ Main St
14	Signalized	Main St @ Great Mall
15	Signalized	Abel St @ Capitol Ave
16	Signalized	Great Mall Pkwy @ McCandless Dr
17	Signalized	Great Mall Dr @ S Main St
18	Signalized	Main St @ Curtis Dr
19	Signalized	Milpitas Blvd @ Yosemite Dr
20	Signalized	Bellew Dr @ Cypress Dr
21	Signalized	McCarthy Blvd @ Bellew Dr
22	Signalized	McCarthy Blvd @ Sandisk
23	Signalized	Barber Ln @ Bellew Dr
24	Signalized	Barber Ln @ Cisco Driveway
25	Signalized	Abel St @ Serra Way
26	Signalized	Ranch Dr @ Apple Bees
27	Signalized	McCarthy Blvd @ N Ranch Dr
28	Signalized	Abel St @ Alvarez Ct
29	Signalized	Abel St @ Curtis Ave
30	Signalized	Abel St @ Corning Ave
31	Signalized	Main St @ Serra Wy
32	Signalized	Main St @ Carlo St
33	Signalized	S Abel St @ Junipero Dr
34	Signalized	Milpitas Blvd @ Kiss&Ride
35	Signalized	Capitol Ave @ Milpitas Blvd
36	Signalized	Milpitas Blvd @ Garage Parking
37	Signalized	Milpitas Blvd @ Garden St
38	Signalized	Milpitas Blvd @ Gibraltar

39	Signalized	Milpitas Blvd @ Ames Ave
40	Signalized	Milpitas Blvd @ Turquoise St
41	Signalized	Yosemite Ave @ Sinclair Frontage Rd
42	Signalized	Yosemite Ave @ Dempsey Rd
43	Signalized	Park Victoria @ Yosemite Dr
44	Signalized	Milpitas Blvd @ Los Coches St
45	Signalized	Park Victoria @ Yellowstone Ave
46	Signalized	Park Victoria @ Big Basin
47	Signalized	Yellowstone Dr @ Westridge Dr
48	Signalized	McCarthy Blvd @ N Ranch Dr
49	Signalized	Abel St @ Weller Ln
50	Signalized	Abel St @ Marylinn Dr
51	Signalized	Main St @ Weller St
52	Signalized	Abel St @ Redwood
53	Signalized	Milpitas Blvd @ Abel St/Jacklin Rd
54	Signalized	Milpitas Blvd @ Midwick Dr
55	Signalized	Jacklin Rd @ Arizona Ave
56	Signalized	McCarthy Blvd @ Sprig
57	Signalized	Dixon Landing Rd @ Milmont Dr
58	Signalized	Milpitas Blvd @ Washington Dr
59	Signalized	Milpitas Blvd @ Sunnyhills Ct
60	Signalized	Milpitas Blvd @ Dixon Landing Rd
61	Signalized	Milpitas Blvd @ Beresford Ct
62	Signalized	Milpitas Blvd @ Escuela Pkwy
63	Signalized	Jacklin Rd @ Escuela Pkwy
64	Signalized	Jacklin Rd @ Hillview Dr
65	Signalized	Calaveras Blvd @ Park Victoria Dr
66	Signalized	Jacklin Rd @ Park Victoria Dr
67	Signalized	Calaveras Blvd @ Gadsden Dr
68	Signalized	Calaveras Blvd @ Temple Dr

69	Signalized	California Circle @ Ped Xing
70	Signalized	Jacklin Rd @ Hetch Hetchy Ped Xing
71	Signalized	Park Victoria @ Edsel Dr
72	Signalized	Capitol @ Montague Station/Transit Ent
73	Unsignalized	McCarthy Blvd and Murphy Ranch Rd
74	Unsignalized	Kennedy Dr and N Park Victoria
75	Unsignalized	N Temple Dr and Golden Hills Dr
76	Segment	McCarthy Curve, 500 feet south of City Boundary between Milpitas and Fremont

TASK A: PROJECT ADMINISTRATION AND COORDINATION

TJKM will provide overall project management throughout the design and environmental phases of the project to ensure services are delivered on schedule, within budget, and in full compliance with City requirements, Caltrans LAPM requirements, and federal HSIP guidelines. This task includes establishing the overall project framework through a kickoff meeting, maintaining regular coordination with City staff, and managing all technical disciplines and subconsultant activities throughout the duration of the project.

TJKM will oversee project progress, monitor schedule and budget performance, coordinate deliverables, and implement internal quality management procedures to maintain consistency and timely delivery across all project locations. Our project management approach emphasizes proactive communication, accountability, and early identification of potential schedule or coordination issues to support efficient project delivery.

To facilitate project coordination and maintain transparency throughout the project, TJKM will develop and maintain a live, trackable project management document using a collaborative cloud-based platform. This tool will be shared with City staff and used as a centralized resource to support the kickoff meeting, regular progress meetings, and ongoing project coordination. The document will allow for real-time updates, tracking, and collaboration among the project team and City staff.

Consistent with TJKM's approach to similar multi-location projects, the project management tracker will be used to monitor key project information, including:

- Project schedule and milestone tracking
- Action items and pending tasks
- Subconsultant coordination and deliverables
- Critical path activities
- Review of comments and responses
- Upcoming coordination items and decisions

The document will be updated on a bi-weekly basis, or as agreed upon with the City, in advance of each project progress meeting. Each meeting update will include a structured agenda, discussion topics, schedule updates, and clearly defined action items with assigned responsibilities and target completion dates. This approach supports effective communication, enhances accountability among all team members, and ensures continuous tracking of outstanding items throughout the duration of the project.

Deliverables:

- *Project schedule*
- *Meeting agendas and minutes*
- *Monthly progress reports and invoices*

TASK B: DATA COLLECTION, FIELD REVIEW, AND EXISTING CONDITIONS ASSESSMENT

Task B.1: Existing Conditions Assessment

TJKM will perform a comprehensive existing conditions assessment and develop a detailed signal inventory for all project locations identified in Table 1 of the RFP. This effort will establish a reliable baseline of existing infrastructure conditions to support design development, environmental documentation, cost estimating, and future system improvements.

TJKM will collect and review all available background information provided by the city, including as-built and record drawings, GIS configuration data, signal timing sheets, existing inventory records, and other relevant documentation for each project location. Because the accuracy and completeness of existing records may vary, TJKM will verify critical infrastructure information through detailed field investigations.

Field investigations will be conducted at all project locations to document existing conditions and compile a comprehensive inventory for each signalized intersection. Data collection will include, but not be limited to:

- Signal cabinet manufacturer and model
- Signal controller type and **all** cabinet equipment, including manufacturer and model
- Communications equipment (MMU/CMU, switches, communication devices, etc.), including manufacturer and model
- Traffic signal heads, including size (8-inch or 12-inch), manufacturer, and presence of retroreflective backplates
- Pedestrian signal heads, including countdown and non-countdown displays
- Pushbutton assemblies, including manufacturer, model, and APS capabilities
- Vehicle detection systems, including type and manufacturer/model (e.g., inductive loop, video detection, hybrid systems)
- Battery Backup Systems (BBS), including presence, manufacturer, model and operational condition
- Emergency Vehicle Preemption (EVP) systems, including presence, manufacturer, model and operational configuration

In addition to the inventory effort, TJKM will document the condition, approximate age, and operational status of existing signal equipment and associated infrastructure, including signal poles, mast arms, signal heads, cabinets, conduits, pull boxes, and appurtenances. Field observations will identify visible damage, deterioration, fading, corrosion, or other deficiencies resulting from weather exposure, age, or roadway incidents.

Field data collection will be completed using the city-provided inventory checklist and standardized documentation procedures to ensure consistency across all project locations. Site photographs will also be collected to supplement the inventory database and support future design development, QA/QC review, and coordination with City staff.

This detailed field verification effort is intended to minimize design assumptions, identify infrastructure compatibility issues early, improve estimate accuracy, and reduce the potential for redesign, utility conflicts, and construction change orders during implementation.

Task B.2: GIS Database Update

TJKM will coordinate closely with City staff to ensure consistency with the City's existing GIS data standards, asset management practices, and database structure requirements. Using verified field data collected during the existing conditions assessment, TJKM will update and enhance the City's GIS-based traffic signal inventory database to reflect current infrastructure conditions throughout the project locations.

The updated GIS database will include detailed signal infrastructure information collected during field investigations, including signal equipment attributes, hardware types, communications systems, detection systems, pedestrian facilities, battery backup systems, and emergency vehicle preemption equipment. Site photographs collected during the Existing Conditions Assessment will also be integrated into the GIS database. The database will be structured to support efficient querying, asset tracking, maintenance planning, and future system upgrades.

TJKM's goal is to provide the city with a comprehensive, user-friendly GIS inventory tool that supports both current project needs and long-term operational management of the City's traffic signal infrastructure. The upgraded database will improve accessibility to system information, enhance coordination between departments, and provide maintenance staff with a reliable resource for asset tracking, equipment replacement planning, and future capital improvement programming. The GIS database we propose to develop will provide the City with a long-term asset management tool supporting future maintenance planning, capital improvement programming, emergency response coordination, and lifecycle infrastructure management.

TJKM has successfully developed and implemented similar GIS-based traffic signal inventory databases for the Cities of Concord and Manteca, demonstrating our experience delivering practical, scalable, and maintenance-focused asset management solutions for local agencies.

Deliverables:

- *Completed signal inventory database utilizing the city-provided checklist format*
- *Updated GIS inventory dataset reflecting verified field conditions*
- *Supporting field documentation, including site photographs and condition assessments*

TASK C: ENVIRONMENTAL CLEARANCE (NEPA), CULTURAL RESOURCES, AND PERMITTING

The TJKM team will lead the environmental clearance process in accordance with NEPA and all applicable federal, state, and Caltrans Local Assistance requirements. Environmental coordination activities will begin early in the project and advance concurrently with preliminary design to support timely approvals, minimize schedule risks, and avoid delays to PS&E delivery. TJKM will coordinate closely with Caltrans Local Assistance staff to confirm the appropriate level of environmental documentation required for the project and prepare all necessary technical studies and supporting documentation needed to obtain environmental clearance. Our team understands the importance of integrating environmental considerations into the design process early to support efficient project advancement and reduce the potential for redesign or permitting delays. In addition to overall NEPA compliance, the TJKM team will prepare the required cultural resources documentation in accordance with Section 106 of the National Historic Preservation Act, the applicable Caltrans Programmatic Agreement, and all coordination requirements involving the State Historic Preservation Officer (SHPO) and Advisory Council on Historic Preservation (ACHP), as applicable. Based on the anticipated project requirements, this effort is expected to include preparation of the Area of Potential Effects (APE) mapping, Archaeological Survey Report (ASR), and Historic Property Survey Report (HPSR).

The TJKM team will also identify required regulatory permits and agency approvals associated with the proposed improvements, prepare permit application packages, and support the City throughout the agency coordination and approval process. This effort may include coordination with Caltrans, utility agencies, and other permitting entities, as necessary, to support timely project delivery and maintain compliance with all applicable environmental and regulatory requirements. We will advance the environmental activities concurrently with preliminary engineering to minimize schedule impacts and support timely advancement into final design and construction authorization.

Deliverables:

- *NEPA documentation*
- *APE map*
- *Archaeological Survey Report*
- *Historic Property Survey Report*
- *Environmental clearance approvals*
- *Permit applications*

TASK D: PS&E DEVELOPMENT

TJKM's PS&E development approach is heavily focused on constructability, implementation efficiency, utility coordination, and delivery of high-quality bid-ready documents that support successful project implementation while minimizing construction-related risks. Our team understands that traffic signal and roadway safety improvement projects involving existing infrastructure can encounter utility conflicts, undocumented field modifications, differing equipment configurations, underground utility constraints, and operational challenges that may impact construction if not identified early in the design process. To minimize these risks, TJKM will conduct detailed field verification efforts, coordinate closely with utility providers and City staff, and perform interdisciplinary coordination and constructability reviews at each

design milestone to proactively identify potential conflicts and reduce contractor RFIs, change orders, redesign efforts, utility impacts, and construction delays.

TJKM's design philosophy emphasizes preparation of coordinated, contractor-friendly construction documents that clearly communicate design intent, minimize ambiguity, and support efficient field implementation. Our approach emphasizes consistency, constructability, and long-term maintainability across all project locations while remaining flexible enough to address site-specific conditions and operational needs. Standardized design templates, inventory procedures, QA/QC protocols, and comment tracking systems will be utilized throughout project development to maintain consistency between plans, specifications, quantities, utility coordination requirements, and engineer's estimates. Our team will also evaluate existing signal equipment compatibility, including McCain, Peek, and Econolite infrastructure, to develop practical and cost-effective implementation strategies for retroreflective backplates, APS improvements, LPIs, and related safety enhancements.

TJKM will prepare complete PS&E documents for the project in accordance with City standards, Caltrans requirements, and applicable federal-aid guidelines. This task will include preparation of design plans for all project locations, technical specifications, quantities, utility coordination documentation, and detailed construction cost estimates necessary to develop a complete bid-ready construction package. The PS&E documents will be developed through progressive submittals to allow for ongoing review and coordination with City staff, utility agencies, and project stakeholders throughout the design process. Each submittal phase will incorporate review comments and refinements to ensure the final construction documents are complete, coordinated, and constructible.

The final PS&E package will include all required plan sheets and supporting documentation, including traffic signal modifications, signing and striping plans, lighting improvements, beacon details, construction details, traffic control elements, utility coordination considerations, and other related design components required for successful project implementation. TJKM will maintain close coordination between all disciplines throughout design development to ensure consistency between plans, specifications, utility requirements, quantities, and cost estimates while supporting efficient project delivery and maintaining compliance with all applicable City, State, and Federal requirements.

Task D.1: Preliminary Design and Estimate

TJKM proposes conducting two initial project design meetings with the city to review and refine the project scope, budget, and schedule. The first meeting will occur at the outset of the project to establish a clear understanding of the City's goals, funding constraints, and schedule requirements.

The second meeting will be conducted after TJKM completes a detailed field inventory and evaluation of existing conditions. This effort will include identification of existing signal infrastructure; verification of signal head make/model and countdown pedestrian signal installations; evaluation of locations where LPIs may be appropriate; assessment of unsignalized intersection improvements; and review of proposed roadway segment improvements along McCarthy Boulevard/McCarthy Ranch Road. TJKM will prepare Preliminary Design Plans and Opinion of Probable Construction Costs for discussion with the city.

This meeting will provide an opportunity for a focused and productive discussion regarding existing conditions, proposed improvements, and associated cost implications at the signalized intersections,

unsignalized intersections, and along the McCarthy Ranch Road corridor, while balancing project priorities against available grant funding allocations.

Following directions received during the second meeting, TJKM will proceed with preparation of the 50% PS&E package.

Task D.2: 50% PS&E

TJKM will develop the 50% PS&E package for all project locations. This phase will establish the overall design framework and confirm the proposed implementation strategy for the identified traffic safety improvements. Design development will include preparation of traffic signal, civil, signage, and striping plans for pedestrian accessibility improvements, and identification of key design elements, utility considerations, and site constraints.

The 50% design effort will incorporate the approved safety countermeasures identified during the preliminary engineering phase, including evaluation and placement of improvements such as LPIs, countdown pedestrian signal upgrades, high visibility crosswalks, HFST, signing and striping enhancements, and corridor safety improvements along McCarthy Boulevard/McCarthy Ranch Road.

TJKM will prepare detailed construction quantities and develop an Engineer's Estimate based on the proposed improvements. In addition, TJKM will obtain the City's standard boilerplate technical specifications and special provisions template and prepare draft project-specific technical specifications tailored to the proposed improvements.

The 50% PS&E package is intended to provide the City with sufficient detail to confirm design direction, review project scope and budget alignment, identify any remaining concerns or design refinements, and establish the basis for advancement into final design.

Task D.3: 90% PS&E

Following City review of the 50% PS&E package, TJKM will receive one consolidated set of review comments and participate in a comment review meeting with the City to discuss all outstanding issues, requested revisions, and project coordination items.

TJKM will advance the design to the 90% PS&E level by incorporating City and stakeholder comments and further refining all project elements. This phase will include additional design detailing and coordination to ensure consistency across all disciplines and project locations. Plan sheets will be updated to include finalized layouts, detailed construction notes, signing and striping plans, traffic signal modification details, ADA accessibility improvements, traffic control considerations, and other required design components.

The 90% PS&E package will include substantially complete construction quantities, coordinated project technical specifications, updated special provisions, and a revised Engineer's Estimate. TJKM will also prepare a formal comment response matrix documenting all review comments received on the 50% submittal and identifying how each item was addressed within the updated design documents.

This submittal is intended to represent a near-final bid-ready package and provide the city an opportunity to verify that all project requirements, operational considerations, and funding constraints have been appropriately addressed prior to finalization.

Task D.4: 100% PS&E (Final)

Following review of the 90% PS&E submittal, TJKM will participate in a final comment review meeting with the City to confirm resolutions of all outstanding issues and finalize the design documents. TJKM will then prepare the 100% final PS&E package incorporating all remaining comments, refinements, and final coordination items.

As part of the final submittal, TJKM will provide a final check-print plan set along with a detailed response-to-comments matrix identifying how all City comments were addressed. Following the City's final review and confirmation of the documents, TJKM will provide signed and stamped final plans, complete technical specifications, final quantities, and a final engineer's estimate suitable for bidding and construction.

Deliverables:

- *Preliminary Plans and Estimates*
- *50% PS&E package*
- *90% PS&E package with comment-response matrix*
- *100% Check Print PS&E and 100% final PS&E (signed and stamped, bid-ready)*

TASK E: QUALITY CONTROL (QC) AND QUALITY ASSURANCE (QA)

TJKM will implement a comprehensive Quality Control (QC) and Quality Assurance (QA) program throughout all phases of project development to ensure that all deliverables are accurate, coordinated, complete, and constructible. Our QA/QC process is specifically designed to minimize errors, reduce review comments and revisions, maintain consistency between disciplines, and support delivery of high-quality bid-ready construction documents in accordance with City standards, Caltrans requirements, and applicable federal-aid guidelines. TJKM understands that successful delivery of federally funded transportation improvement projects requires disciplined quality management procedures, proactive coordination, and independent technical oversight throughout all phases of project development.

Independent QA/QC reviews will be conducted at each design milestone to verify consistency between plans, specifications, quantities, technical specifications, utility coordination requirements, and construction cost estimates. Reviews will include interdisciplinary coordination checks, constructability evaluations, field verification reviews, specification verification, quantity validation, and compliance review with applicable City standards, Caltrans standards, ADA requirements, CA MUTCD requirements, and federal-aid procedures. TJKM will perform field-based validation, as needed, to confirm design assumptions and proposed improvements are consistent with existing field conditions, operational requirements, and utility constraints. Independent senior-level QA/QC reviewers not directly involved in day-to-day design production will provide additional oversight to verify technical accuracy, interdisciplinary consistency, constructability, and compliance with City and federal-aid requirements. As part of this process, senior staff not directly involved in daily design preparation will perform independent reviews of key project deliverables to provide an added level of quality assurance and technical oversight throughout project development. Review comments, resolutions, and corrective actions will be documented and tracked through each design phase to ensure all issues are addressed prior to advancement to subsequent project milestones.

TJKM's QA/QC approach emphasizes proactive coordination, implementation efficiency, and constructability to help minimize contractor RFIs, change orders, redesign efforts, utility conflicts, and construction delays during implementation. Standardized QA/QC procedures, review checklists, comment tracking systems, and interdisciplinary coordination reviews will be utilized throughout project development to maintain consistency between PS&E and supporting documentation across all project locations. This disciplined review process will support delivery of a complete, coordinated, and high-quality final PS&E package that meets the City's project objectives, schedule, budget, and long-term operational needs.

Deliverables:

- *QA/QC review documentation and comment logs*
- *Interdisciplinary coordination review records*
- *Constructability review documentation*
- *Independent QA/QC check records*
- *Final QA/QC certification prior to final PS&E submittal*

TASK F: ADDITIONAL SERVICES (AS NEEDED)

TJKM is committed to serving as a long-term project partner and will remain available throughout bidding and construction to support efficient issue resolution, maintain project momentum, and help ensure successful implementation of the City's safety improvement program. Our team understands that successful delivery of federally funded transportation improvement projects extends beyond completion of design documents and requires continued responsiveness, coordination, and technical support during bidding and construction activities to facilitate efficient implementation and minimize project delays.

TJKM will provide additional services, as requested by the City, to address unforeseen conditions, supplemental work items, or scope modifications that may arise during the project. Any additional services will be performed only upon written authorization from the City and in accordance with the additional services provisions identified in the Request for Proposals (RFP). Although not specifically included within the base scope of work, TJKM routinely provides bidding and construction support services for similar federally funded transportation improvement projects and is well-positioned to assist the city during these phases, if desired.

These services may include support during bidding, responding to contractor RFIs, preparation of addenda, review of contractor submittals, utility coordination support, review of proposed construction changes, and timely design clarifications throughout construction to ensure the design intent is accurately interpreted and properly implemented in the field. TJKM understands the importance of maintaining clear communication and timely responsiveness during construction to minimize delays, support efficient decision-making, and maintain project schedule and budget objectives.

TJKM is committed to supporting the city beyond completion of the design phase to help facilitate a smooth transition into construction and successful project delivery. Our team will remain available throughout construction to address design-related questions, assist with issue resolution, support coordination between the City, contractor, utility providers, and project stakeholders, and help resolve unforeseen field conditions in a timely and practical manner.

If authorized, TJKM can also provide construction-phase engineering services including site observations, review of construction changes, preparation of record drawings, verification of field modifications, punch-list support, and project closeout assistance necessary to support efficient project implementation and successful completion of the proposed safety improvements.

Deliverables:

- *Additional service work products, as authorized by the City.*

EXHIBIT "B"

FEE AND PHASING/PROJECT SCHEDULES

1. FEE SCHEDULE.

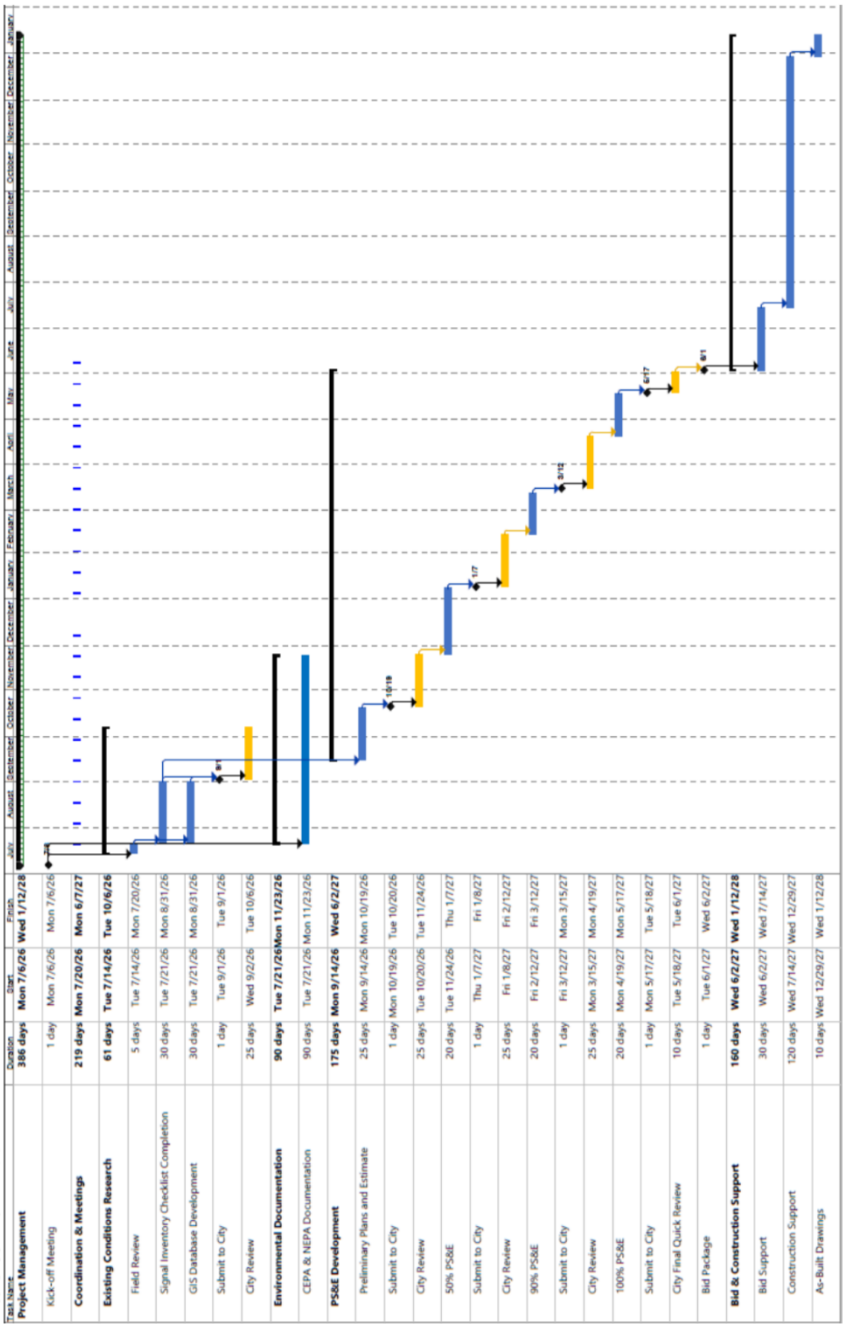
Designer will invoice City on a monthly cycle based on the following fee schedule. Designer will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Designer will inform City regarding any out-of-scope work being performed by Designer for which Designer intends to seek compensation from City.

Number	Description	Cost
A	Project Administration and Coordination	$16,933
B	Data Collection, Field Review and Existing Conditions Assessment	$56,465
C	Environmental Clearance (NEPA), Cultural Resources and Permitting	$29,129
D	PS&E Development	$178,223
E	Quality Control/Quality Assurance (QC/QA)	$16,933
F	Additional Services (As Needed)	$30,049
	Total:	**$327,732**

2. PHASING/PROJECT SCHEDULE.

PROJECT SCHEDULE EXHIBIT

Task Name	Duration	Start	Finish
Project Management	**386 days**	**Mon 7/6/26**	**Wed 1/12/28**
Kick-off Meeting	1 day	Mon 7/6/26	Mon 7/6/26
Coordination & Meetings	**219 days**	**Mon 7/20/26**	**Mon 6/7/27**
Existing Conditions Research	**61 days**	**Tue 7/14/26**	**Tue 10/6/26**
Field Review	5 days	Tue 7/14/26	Mon 7/20/26
Signal Inventory Checklist Completion	30 days	Tue 7/21/26	Mon 8/31/26
GIS Database Development	30 days	Tue 7/21/26	Mon 8/31/26
Submit to City	1 day	Tue 9/1/26	Tue 9/1/26
City Review	25 days	Wed 9/2/26	Tue 10/6/26
Environmental Documentation	**90 days**	**Tue 7/21/26**	**Mon 11/23/26**
CEPA & NEPA Documentation	90 days	Tue 7/21/26	Mon 11/23/26
PS&E Development	**175 days**	**Mon 9/14/26**	**Wed 6/2/27**
Preliminary Plans and Estimate	25 days	Mon 9/14/26	Mon 10/19/26
Submit to City	1 day	Mon 10/19/26	Tue 10/20/26
City Review	25 days	Tue 10/20/26	Tue 11/24/26
50% PS&E	20 days	Tue 11/24/26	Thu 1/7/27
Submit to City	1 day	Thu 1/7/27	Fri 1/8/27
City Review	25 days	Fri 1/8/27	Fri 2/12/27
90% PS&E	20 days	Fri 2/12/27	Fri 3/12/27
Submit to City	1 day	Fri 3/12/27	Mon 3/15/27
City Review	25 days	Mon 3/15/27	Mon 4/19/27
100% PS&E	20 days	Mon 4/19/27	Mon 5/17/27
Submit to City	1 day	Mon 5/17/27	Tue 5/18/27
City Final Quick Review	10 days	Tue 5/18/27	Tue 6/1/27
Bid Package	1 day	Tue 6/1/27	Wed 6/2/27
Bid & Construction Support	**160 days**	**Wed 6/2/27**	**Wed 1/12/28**
Bid Support	30 days	Wed 6/2/27	Wed 7/14/27
Construction Support	120 days	Wed 7/14/27	Wed 12/29/27
As-Built Drawings	10 days	Wed 12/29/27	Wed 1/12/28



HSIP Traffic Safety Improvement Project, CIP No. 4314, HSIPL-5314(016) | C-2

TJKM

EXHIBIT "C"

COMPENSATION RATES AND REIMBURSABLE EXPENSES

The Designer has listed reimbursable expenses as Zero dollars on their proposed compensation. The Compensation rates are shown below:

TJKM

Please find below the staff, roles and billing rates for the Milpitas HSIP Traffic Safety Improvements Project CIP No. 4314 | HSIPL-5314(016).

Name	Role on Project	Billing Rate
TJKM Transportation Consultants		
Nayan Amin	Project Manager	$300.53
Ruta Jariwala	Principal-In-Charge	$300.53
Rutvij Patel	Task Lead	$252.92
Andrew Dickinson	Task Lead	$192.92
Talha Majeed	Transportation Engineer	$118.65
Sanjith John	Transportation Engineer	$107.08
Siegfried Engineering		
Adam Merrill	Principal Civil Engineer	$306.98
Kevin Genasci	Survey Principal	$306.98
Andrew Manes	Project Engineer	$176.83
Jose Ruvalcaba	Engineer II	$136.19
Alfonso Zepeda	Technician II	$109.08
Dalton Reed	Technician I	$85.49
Dani Cano	Associate	$184.16
Daniel Duran	Surveyor I	$118.43
Scott Soares	Surveyor II	$130.89
William Rankin	Rodman	$202.57
Many Debranca	Landscape Architecture Designer II	$230.62
David J. Powers and Associates		
Will Burns	Principal Project Manager	$311.83
Nick Towstopiat	Project Manager	$182.09
Ryan Osako	Graphic Artist	$128.14

CALIFORNIA | FLORIDA | TEXAS
Corporate Office 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588
925.463.0611 www.TJKM.com

EXHIBIT "D"

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Design Services Agreement.**

Designer shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Designer, its agents, representatives, employees or subcontractors.

Designer 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.

Designer shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Designer's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

___ Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

X___ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

___ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

_X__ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Designer has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000.00 combined single limit for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than $5,000,000.00 combined single liit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Designer, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

_X__ Insurance appropriates to the Designer's profession, with limit no less than $1,000,000.00 per occurrence or claim, $2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than $1,000,000.00 per occurrence or claim, and $2,000,000.00 policy aggregate.

___ Insurance appropriates to the Designer's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

_X__ Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000.00 per accident for bodily injury or disease. *(Not required if Designer provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Pollution Legal Liability:

___ Designer's legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000.00 per occurrence or claim and $2,000,000.00 policy aggregate.

If the Designer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Designer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than $1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Designer in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy

violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Designer shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

_X__ Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

___ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Designer may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

_X__ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

_X__ Waiver of Subrogation:

Designer hereby grants to City a waiver of any right to subrogation which any insurer of said Designer may acquire against the City by virtue of the payment of any loss under such insurance. Designer agrees to

obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Designer, its employees, agents and subcontractors.

___ **Completed Operations**

For Construction Agreements, Designer shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Designer fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Designer.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Designer to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Designer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Designer must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Designer's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Designer's Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Designer shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Designer shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Designer and City in the same manner and to the same extent as Designer is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Designer shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Designer's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Designer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Consider Fee Waiver Request from Samuel Ayer High School Alumni Association for the Samuel Ayer High School Annual Alumni Picnic (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	6/16/2026
Recommendation:	Approve Fee Waivers for Samuel Ayer High School Alumni Association in the amount of $1,500 for the Annual Samuel Ayer High School Annual Alumni Picnic at Murphy Park on September 19, 2026.

BACKGROUND:
On May 18, 2026, staff received one (1) Fee Waiver request from non-profit organization, Samuel Ayer High School Alumni Association, for City Council consideration.

ANALYSIS:
One Donation and Fee Waiver/Reduction Policy request application was received by the Recreation and Community Services Department from the Samuel Ayer High School Alumni Association.

Fee Waiver Requests
Samuel Ayer High School Alumni Association submitted the required application and documentation for their event:

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

Samuel Ayer High School Alumni Association is requesting that City Council waive eligible fees, open space rental fees and special event permit fees in the amount of $1,500 for their Samuel Ayer High School Annual Alumni Picnic at Murphy Park on September 19, 2026. Fees ineligible for waiver are the application fee, refundable rental security/damage deposits, and staff fees.

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

Samuel Ayer High School Alumni Association has provided a copy of their determination letter from the Internal Revenue Service stating they are a tax-exempt organization. The applicant meets the requirements as outlined in the Council adopted Donation and Fee Waiver/Reduction Policy.

POLICY ALTERNATIVE(S):
Alternative: Do not approve any one or combination of received fee waivers and donation applications as requested.

Pros: The City's General Fund will not incur the costs of the fees waived.
Cons: Denial of the request may not allow the non-profit organization to hold their events.

Reason not recommended: The request is consistent with the Council approved Policy.

FISCAL IMPACT:
$25,000 was approved and included in the FY 2025-26 City budget for City Council's Unallocated Community Promotions with a current balance of $18,760. If this request is approved by the City Council, then $17,260 would remain in that line item of the current year's budget.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENT(S):
(a) Samuel Ayer High School Alumni Association Application
(b) Samuel Ayer High School Alumni Association Internal Revenue Service (IRS) non-profit letter

City of Milpitas City Council Non-Profit Donation/Fee Waiver Request Program Application Form #56

Name of Organization	Samuel Ayer High School Alumni Association
Is there a Milpitas Branch or Affiliation?	- Yes
Organization Address (as listed on your 501 (c) 3)	1975 Old Calaveras Rd Milpitas, CA 95035 United States
Organization Web Site	https://facebook.com
Organization Contact Name	Paula Mercurio
Organization Contact Phone	
Organization Contact Email	
Request Type	- Fee Waiver (up to $1,500)
Requested Amount (request types cannot be combined or exceed maximum listed amounts)	$1,500.00
Description of Use of Funds/Fees to be Waived	reservation fee for annual picnic in Murphy Park
Event Name	Samuel Ayer High School Annual Alumni Picnic
Event Date(s)	Sep 19, 2026
Event Location (Facility Name and Address)	Murphy Park
Is your Event Open to the Public	Yes
What is you anticipated Event attendance?	250

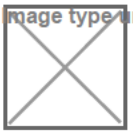
What is the purpose of the Event?
annual gathering of all alumni and their guests to share memories of the school we attended, the town we grew up in, and the presentation of our annual scholarship, and awards acknowledging alumni contributions to/from the the city and the association.

Is your event a Fundraiser	No
What percentage of your event fundraising proceeds will benefit the Milpitas Community?	None, this is not a fundraiser

How will the Milpitas Community Benefit from this Event?
Several attendees travel from our of the area (and out of state), which means that stay in local hotels, have meals in many of the eateries, shop at several of the retail establishments. Annually, at least one class is celebrating a significant reunion. These events involve more hotel rooms/ballrooms, catering, music, etc.

How will the City's contribution (if approved) be recognized in event media and publicity?
We post on our social media page and in our quarterly newsletter that the City's contribution helps in a big way to enable us to present our scholarship.

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



Ayer Entity info.jpg

Within 60 days after completion of the event for which a donation was received or a fee waiver was granted by the City of Milpitas, your organization will provide a report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all

publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed.

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

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

Date:
04/19/2023
Employer ID number:
[redacted]
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
December 9, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053503003983

SAMUEL AYER HIGH SCHOOL ALUMNI
ASSOCIATION
C/O JACOB P ABEYTIA
1975 OLD CALAVERAS RD
MILPITAS, CA 95035

Dear Applicant:

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

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

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

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

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

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve a Limited Waiver of Maximum Rent Limits Under the Milpitas Affordable Housing Ordinance for a 100% Affordable Housing Project Located at 1397 California Circle (Staff Contact: Hanson Hom, Senior Special Projects Associate, 408-586- 3222)**
Category:	Consent Calendar-Community Development
Meeting Date:	6/16/2026
Recommendation:	Approve a limited waiver of the maximum rent limits set by the Milpitas Affordable Housing Ordinance to allow affordable units in a previously approved affordable housing development located at 1397 California Circle in Milpitas, California to be rented at an affordable housing cost not to exceed the annual rent limits set by the California Tax Credit Allocation Committee, inclusive of a reasonable utility allowance.

BACKGROUND:

The City has received a request from the Waterford Property Company, LLC (Waterford), the developer of the California Circle Family Apartments ("Project"), a 100 percent affordable residential housing development located at 1397 California Circle in Milpitas, to allow for rental of the affordable units contained therein at up to the maximum rent levels annually established by the California Tax Credit Allocation Committee ("CTCAC") rather than the maximum rent levels generally set by the City's Affordable Housing Ordinance ("AHO"), Milpitas Municipal Code ("MMC") Sections XII-1-1.00 et seq.

The AHO generally prohibits the maximum rent charged to affordable units in rental projects from exceeding 30 percent of the maximum gross income level for very low- or low-income households annually established by the California Department of Housing and Community Development ("HCD"), as published in Title 25, Section 6932 of the California Code of Regulations.

The CTCAC, which is operated under the California State Treasurer's Office, administers the federal and state Low-Income Housing Tax Credit ("LIHTC") programs and, consistent with federal and state law, annually establishes and publishes the rent limits for affordable housing projects that receive low-income housing tax credits, tax-exempt private activity bonds or general obligation bonds, or local, state, or federal loans or grants that utilize rent and income limits determined by the CTCAC. The rent limits published by CTCAC for projects funded with tax credits can differ from the rent limits published by HCD for other projects because of, among other things, differences in regulatory standards including differences between federal and state law. As of January 1, 2026, pursuant to Assembly Bill 1529 ("AB 1529"), affordable housing projects like this that dedicate at least 80% of units to lower income households and receive federal and state tax credits must charge rents that do not exceed the maximum rent levels set by CTCAC. (See Cal. Health & Saf. Code, § 50053(b)(2).)

Sometimes the rent limits set by CTCAC are higher than the maximum set by the AHO; sometimes they are lower. The Project, however, predicated its financial disclosures to lenders upon the limits set by CTCAC without factoring in the different limits set by the AHO. The CTCAC rent limits are comparable to the AHO limits, and Waterford requests that the City Council grant a waiver pursuant to MMC Section XII-1-4.03 to allow it to use the rent limits established by the CTCAC – rather than the AHO – so that they can close on the financing that is necessary for the Project to move forward.

The Project is part of a larger development that was originally approved by the City Council on November 7, 2023. The development consists of two components on a 6.7-acre site: 1) 131 units of market-rate for-sale

townhomes; and 2) 75 affordable rental units located in a multi-story apartment building. The City Council approved allowing all the required inclusionary units to be located in a separate apartment building pursuant to the exception provision for alternative compliance in Title XII, Chapter 1, Section 4, of the AHO.

After approval of the larger development, Waterford became the developer of the apartment building component and submitted planning applications to revise the Project to more favorably qualify for California Municipal Finance Authority ("CMFA") and other financing, including tax credit financing. The Project continued to contain 75 rental units, but the site plan, building design, and bedroom mix were modified. Additionally, the household affordability levels were significantly reduced to serve entirely very low and low-income households. The planning applications to amend the original development were approved by the City Council on April 15, 2025. The Project as currently entitled is a 100% affordable project.[1]

On March 3, 2026, the City Council held a public hearing in accordance with the requirements of the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") and, as the recognized local representative with jurisdiction over the area where the Project is located, authorized issuance of up to $25 million in tax-exempt revenue bonds by the CMFA to assist with financing the site acquisition and construction of the Project. The authorization did not impose any financial liability or obligation on the City.

ANALYSIS:

In situations such as this, Section XII-1-4.03 of the MMC permits the City Council, at its discretion, to waive, in whole or in part, the requirements of the AHO and approve alternative methods of compliance if the City Council finds such alternate methods of compliance meet the purposes of the AHO.

The stated purpose of the AHO (MMC XII-1-1.00) 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.
(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.

The City Council in approving this Project already found that the affordable units created therein met the purpose of the AHO and indeed resulted in the creation of more affordable units at a deeper level of affordability than would otherwise be required under the AHO. The requested waiver does not modify the number or quality of affordable units previously approved by the City Council but does potentially increase the maximum rent that could be charged to a qualifying household for some of the units because of the applied household size or other factors. For instance, the maximum rents for a three-bedroom unit are based on the area median income (AMI) for a 4-person household under the HCD standards versus a 4.5-person household under the CTCAC standards. However, some of the maximum rents actually decrease when applying the CTCAC standards, such as rents for the very low and low income one-bedroom units. The following chart compares the maximum rents (including utilities) allowed for the Project under the AHO, which are from the HCD 2026 rent limits table for Santa Clara County in Attachment A, with the CTCAC maximum rents (including utilities), which are from the CTCAC 2026 rent limits table for Santa Clara County in Attachment C. While the rents for some units would be higher and some units would be lower, the two systems of limiting rents for affordable units are ultimately comparable and produce a comparable overall result.

[1] On May 6, 2026, Waterford submitted a request to allow one of the affordable units to be used as a manager's unit that would not be rent-restricted. This request required an amendment to the conditions of approval for the Project pertaining to compliance with the AHO. On June 2, 2026, the City Council approved allowing an unrestricted unit to be occupied by an onsite manager. The Project continues to be considered a 100 percent affordable housing development with 15 very low-income units and 49 low-income units.

California Circle Family Apartments
Comparison of HCD and CTCAC Maximum Rents for Santa Clara County (May 2026)

Unit Type	AMI Level	Units	HCD	CTCAC	Difference
Very Low Income (VLI) Units					
1-bedroom	30%	6	1,233	1,156	-77
2-bedroom	30%	4	1,387	1,387	0
3- bedroom	30%	5	1,541	1,603	+62
Sub-total VLI Units		**15**			
Low Income (LI) Units					
1-bedroom	60%	10	2,466	2,312	-154
	70%	14	2,877	2,697	-180
2-bedroom	60%	7	2,773	2,775	+2
	70%	9	3,236	3,237	+1
3-bedroom	60%	8	3,082	3,206	+124
	70%	11	3,596	3,740	+144
Sub-total LI Units		**59**			
Manager's Unit	Unrestricted	1			
TOTAL UNITS		**75**			

Staff recommends the City Council approve a limited waiver to maximum rents under the AHO to allow the Project to charge up to the maximum rents allowed by CTCAC regulations rather than the maximum rents generally provided under the AHO. This waiver is only required for this Project because the CTCAC maximum rents for the three-bedroom units exceed the HCD maximum rents that are referenced in the AHO. Conversely, the rents for some of the units will be set at a deeper affordable level than required in the AHO. For instance, the rents for the very low-income units will be set at 30 percent AMI, whereas very low-income households are defined as households earning up to 50 percent AMI. Additionally, the affordability level for the current Project will continue to significantly exceed the affordability level of the prior apartment building that was approved in 2023. The original approval was for 44 moderate income units and 31 low-income units. Larger units will also be constructed as the prior project included studio apartments. Overall, the waiver to the maximum rents under the AHO will not compromise the much-needed affordable housing and community benefits that the Project will offer. This Project will generate an investment of up to $25 million in CMFA tax credit bonds and other construction and long-term financing, and does not require any financial contribution or matching funds from the City.

POLICY ALTERNATIVE(S):

Alternative 1: Do Not Grant the Requested Waiver to the AHO
Pros: The affordable units would have to be rented at either the maximum affordable rents allowed under the AHO or the CTCAC, whichever is less, resulting in lower rental rate maximums particularly for the larger three-bedroom units.

Cons: The Project would likely not be able to close on its presently agreed upon financing and would have to seek alternative financing, which may delay the creation of these affordable units or even result in the project not being constructed or financed.

Reason for Not Recommending: The applicant's proposal represents a compromise to a comparable rent limit system that would not jeopardize the Project's financing or schedule for the construction of affordable units and

would provide relief to the applicant as they try to address an interaction the applicant did not foresee with the recent enactment of AB 1529, which took effect on January 1, 2026 after the present version of the Project was entitled and in the midst of the applicant proceeding with TEFRA financing.

PROJECT SCHEDULE/KEY MILESTONES

The AHO contemplates that prior to the occupancy of affordable units, a regulatory agreement shall be recorded against the property imposing rent controls to ensure the continuing affordability of the affordable units for a period of not less than 55 years. If the waiver is approved by the City Council, Housing staff will include language effectively matching the CTCAC limit in the regulatory agreement for this Project.

FISCAL IMPACT:

No fiscal impact is expected by the approval of the limited waiver to maximum rents under the AHO. Approval of the waiver will allow the Project to receive CMFA tax-exempt bonds and other financing that do not require any financial obligation or contribution from the City. The cost to renters of the three-bedroom units is expected to rise marginally, but that increase in cost is expected to be offset by a decrease in cost to renters of the one-bedroom units.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Public Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The action entails management and operation of an approved residential development, involving no changes or expansion of the approved use, and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The action is a fiscal or administrative activity of public government that does not involve any commitment to any new, specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378. The environmental impacts of the underlying development were adequately studied and considered by the City, and the previously certified Final Environmental Impact Report (FEIR) (SCH#2022110251) remains a sufficient environmental analysis for the underlying development, including as found most recently by City Council Resolution No. 9403. No condition for further CEQA review of the underlying development has occurred (Cal. Pub. Resources Code, § 21166; Cal. Code Regs., tit. 14, §§ 15162-15164).

ATTACHMENT(S):

(a) 2026 Santa Clara County Income and Rent Limit (effective May 29, 2026)
(b) 2026 California Tax Credit Allocation Committee Maximum Income Levels (excerpt including Santa Clara County, effective May 1, 2026)
(c) 2026 California Tax Credit Allocation Committee Maximum Multi-Family Tax Subsidy (MTSP) Rents (excerpt including Santa Clara County, effective May 1, 2026)

2026 Santa Clara County Income and Rent Limit

Area Median Income: $205,500

California Code of Regulations | Title 25 §6932
Effective 05/29/2026

Santa Clara County 2026 Area Median Income (AMI) Limits

Household	15% | ALI	30% | ELI	40% | VLI	50% | VLI	60% | LI	70% | LI	80% | LI	100% | MED	110% | MOD	120% | MOD
1	21,600	43,200	57,550	71,950	86,300	100,700	113,700	143,850	158,250	172,600
2	24,700	49,350	65,750	82,200	98,650	115,100	129,950	164,400	180,850	197,300
3	27,750	55,500	74,000	92,500	110,950	129,450	146,200	184,950	203,450	221,950
4	30,850	61,650	82,200	102,750	123,300	143,850	162,400	**205,500**	226,050	246,600
5	33,300	66,600	88,800	111,000	133,150	155,350	175,400	221,950	244,150	266,350
6	35,800	71,550	95,350	119,200	143,050	166,900	188,400	238,400	262,250	286,050
7	38,250	76,450	101,900	127,450	152,900	178,350	201,400	254,800	280,300	305,800
8	40,700	81,400	108,500	135,650	162,750	189,900	214,400	271,250	298,400	325,500

2026 Maximum Rent Limits (Gross Rent) *

*Tenant paid rent plus a utility allowance cannot exceed Maximum Rent Limits. Utility allowance must be the amount deducted from the household's rent portion when tenant is responsible for utilities.

Unit Size	15% | ALI	30% | ELI	40% | VLI	50% | VLI	60% | LI	70% | LI	80% | LI	100% | MED	110% | MOD	120% | MOD
Studio	540	1,080	1,438	1,798	2,157	2,517	2,842	3,596	3,956	4,315
1 Bedroom	617	1,233	1,643	2,055	2,466	2,877	3,248	4,110	4,521	4,932
2 Bedrooms	693	1,387	1,850	2,312	2,773	3,236	3,655	4,623	5,086	5,548
3 Bedrooms	771	1,541	2,055	2,568	3,082	3,596	4,060	5,137	5,651	6,165
4 Bedrooms	832	1,665	2,220	2,775	3,328	3,883	4,385	5,548	6,103	6,658

Notes

ALI = Acutely Low Income, **ELI** = Extremely Low Income, **VLI** = Very Low Income, **LI** = Low Income, **MED** = Median Income, **MOD** = Moderate Income

2026 Utility Allowance schedule (effective 10/1/25)

Contact

Housing & Community Services | 408-615-2490 | communityservice@santaclaraca.gov

Per HUD Notice
(2019 V2) Effective: May 1, 2026

CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE
2026

Maximum Income Levels
For Projects that Place In Service on or after May 1, 2026

County	One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
SAN MATEO								
100% Income Level	$147,100	$168,100	$189,100	$210,100	$227,000	$243,800	$260,600	$277,400
80% Income Level	$117,680	$134,480	$151,280	$168,080	$181,600	$195,040	$208,480	$221,920
70% Income Level	$102,970	$117,670	$132,370	$147,070	$158,900	$170,660	$182,420	$194,180
60% Income Level	$88,260	$100,860	$113,460	$126,060	$136,200	$146,280	$156,360	$166,440
55% Income Level	$80,905	$92,455	$104,005	$115,555	$124,850	$134,090	$143,330	$152,570
50% Income Level	$73,550	$84,050	$94,550	$105,050	$113,500	$121,900	$130,300	$138,700
45% Income Level	$66,195	$75,645	$85,095	$94,545	$102,150	$109,710	$117,270	$124,830
40% Income Level	$58,840	$67,240	$75,640	$84,040	$90,800	$97,520	$104,240	$110,960
35% Income Level	$51,485	$58,835	$66,185	$73,535	$79,450	$85,330	$91,210	$97,090
30% Income Level	$44,130	$50,430	$56,730	$63,030	$68,100	$73,140	$78,180	$83,220
20% Income Level	$29,420	$33,620	$37,820	$42,020	$45,400	$48,760	$52,120	$55,480
SANTA BARBARA								
100% Income Level	$127,500	$145,700	$163,900	$182,100	$196,700	$211,300	$225,900	$240,400
80% Income Level	$102,000	$116,560	$131,120	$145,680	$157,360	$169,040	$180,720	$192,320
70% Income Level	$89,250	$101,990	$114,730	$127,470	$137,690	$147,910	$158,130	$168,280
60% Income Level	$76,500	$87,420	$98,340	$109,260	$118,020	$126,780	$135,540	$144,240
55% Income Level	$70,125	$80,135	$90,145	$100,155	$108,185	$116,215	$124,245	$132,220
50% Income Level	$63,750	$72,850	$81,950	$91,050	$98,350	$105,650	$112,950	$120,200
45% Income Level	$57,375	$65,565	$73,755	$81,945	$88,515	$95,085	$101,655	$108,180
40% Income Level	$51,000	$58,280	$65,560	$72,840	$78,680	$84,520	$90,360	$96,160
35% Income Level	$44,625	$50,995	$57,365	$63,735	$68,845	$73,955	$79,065	$84,140
30% Income Level	$38,250	$43,710	$49,170	$54,630	$59,010	$63,390	$67,770	$72,120
20% Income Level	$25,500	$29,140	$32,780	$36,420	$39,340	$42,260	$45,180	$48,080
SANTA CLARA								
100% Income Level	$143,900	$164,400	$185,000	$205,500	$222,000	$238,400	$254,900	$271,300
80% Income Level	$115,120	$131,520	$148,000	$164,400	$177,600	$190,720	$203,920	$217,040
70% Income Level	$100,730	$115,080	$129,500	$143,850	$155,400	$166,880	$178,430	$189,910
60% Income Level	$86,340	$98,640	$111,000	$123,300	$133,200	$143,040	$152,940	$162,780
55% Income Level	$79,145	$90,420	$101,750	$113,025	$122,100	$131,120	$140,195	$149,215
50% Income Level	$71,950	$82,200	$92,500	$102,750	$111,000	$119,200	$127,450	$135,650
45% Income Level	$64,755	$73,980	$83,250	$92,475	$99,900	$107,280	$114,705	$122,085
40% Income Level	$57,560	$65,760	$74,000	$82,200	$88,800	$95,360	$101,960	$108,520
35% Income Level	$50,365	$57,540	$64,750	$71,925	$77,700	$83,440	$89,215	$94,955
30% Income Level	$43,170	$49,320	$55,500	$61,650	$66,600	$71,520	$76,470	$81,390
20% Income Level	$28,780	$32,880	$37,000	$41,100	$44,400	$47,680	$50,980	$54,260
SANTA CRUZ								
100% Income Level	$152,300	$174,000	$195,800	$217,500	$234,900	$252,300	$269,700	$287,100
80% Income Level	$121,840	$139,200	$156,640	$174,000	$187,920	$201,840	$215,760	$229,680
70% Income Level	$106,610	$121,800	$137,060	$152,250	$164,430	$176,610	$188,790	$200,970
60% Income Level	$91,380	$104,400	$117,480	$130,500	$140,940	$151,380	$161,820	$172,260
55% Income Level	$83,765	$95,700	$107,690	$119,625	$129,195	$138,765	$148,335	$157,905
50% Income Level	$76,150	$87,000	$97,900	$108,750	$117,450	$126,150	$134,850	$143,550
45% Income Level	$68,535	$78,300	$88,110	$97,875	$105,705	$113,535	$121,365	$129,195
40% Income Level	$60,920	$69,600	$78,320	$87,000	$93,960	$100,920	$107,880	$114,840
35% Income Level	$53,305	$60,900	$68,530	$76,125	$82,215	$88,305	$94,395	$100,485
30% Income Level	$45,690	$52,200	$58,740	$65,250	$70,470	$75,690	$80,910	$86,130
20% Income Level	$30,460	$34,800	$39,160	$43,500	$46,980	$50,460	$53,940	$57,420
SHASTA								
100% Income Level	$68,000	$77,700	$87,400	$97,100	$104,900	$112,700	$120,500	$128,200
80% Income Level	$54,400	$62,160	$69,920	$77,680	$83,920	$90,160	$96,400	$102,560
70% Income Level	$47,600	$54,390	$61,180	$67,970	$73,430	$78,890	$84,350	$89,740
60% Income Level	$40,800	$46,620	$52,440	$58,260	$62,940	$67,620	$72,300	$76,920
55% Income Level	$37,400	$42,735	$48,070	$53,405	$57,695	$61,985	$66,275	$70,510
50% Income Level	$34,000	$38,850	$43,700	$48,550	$52,450	$56,350	$60,250	$64,100
45% Income Level	$30,600	$34,965	$39,330	$43,695	$47,205	$50,715	$54,225	$57,690
40% Income Level	$27,200	$31,080	$34,960	$38,840	$41,960	$45,080	$48,200	$51,280
35% Income Level	$23,800	$27,195	$30,590	$33,985	$36,715	$39,445	$42,175	$44,870
30% Income Level	$20,400	$23,310	$26,220	$29,130	$31,470	$33,810	$36,150	$38,460
20% Income Level	$13,600	$15,540	$17,480	$19,420	$20,980	$22,540	$24,100	$25,640

Per HUD Notice
(2019 V2) Effective: May 1, 2026

CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE
2026

Maximum Mulit-Family Tax Subsidy (MTSP) Rents
for Low Income Housing Tax Credit (LIHTC) Projects

For Projects Placed in Service on or after 5/1/2026+

County	Efficiency	1 BR	2 BR	3 BR	4 BR	5 BR
35% Income Level	$1,115	$1,195	$1,434	$1,657	$1,848	$2,040
30% Income Level	$956	$1,024	$1,229	$1,420	$1,584	$1,748
20% Income Level	$637	$683	$819	$947	$1,056	$1,165
SANTA CLARA						
100% Income Level	$3,596	$3,852	$4,624	$5,342	$5,960	$6,576
80% Income Level	$2,878	$3,083	$3,700	$4,275	$4,768	$5,262
70% Income Level	$2,518	$2,697	$3,237	$3,740	$4,172	$4,604
60% Income Level	$2,158	$2,312	$2,775	$3,206	$3,576	$3,946
55% Income Level	$1,978	$2,119	$2,543	$2,939	$3,278	$3,617
50% Income Level	$1,798	$1,926	$2,312	$2,671	$2,980	$3,288
45% Income Level	$1,618	$1,734	$2,081	$2,404	$2,682	$2,959
40% Income Level	$1,439	$1,541	$1,850	$2,137	$2,384	$2,631
35% Income Level	$1,259	$1,348	$1,618	$1,870	$2,086	$2,302
30% Income Level	$1,079	$1,156	$1,387	$1,603	$1,788	$1,973
20% Income Level	$719	$770	$925	$1,068	$1,192	$1,315
SANTA CRUZ						
100% Income Level	$3,806	$4,078	$4,894	$5,654	$6,306	$6,960
80% Income Level	$3,046	$3,263	$3,916	$4,524	$5,046	$5,568
70% Income Level	$2,665	$2,855	$3,426	$3,958	$4,415	$4,872
60% Income Level	$2,284	$2,447	$2,937	$3,393	$3,784	$4,176
55% Income Level	$2,094	$2,243	$2,692	$3,110	$3,469	$3,828
50% Income Level	$1,903	$2,039	$2,447	$2,827	$3,153	$3,480
45% Income Level	$1,713	$1,835	$2,202	$2,544	$2,838	$3,132
40% Income Level	$1,523	$1,631	$1,958	$2,262	$2,523	$2,784
35% Income Level	$1,332	$1,427	$1,713	$1,979	$2,207	$2,436
30% Income Level	$1,142	$1,223	$1,468	$1,696	$1,892	$2,088
20% Income Level	$761	$815	$979	$1,131	$1,261	$1,392
SHASTA						
100% Income Level	$1,700	$1,820	$2,184	$2,524	$2,816	$3,108
80% Income Level	$1,360	$1,457	$1,748	$2,020	$2,254	$2,487
70% Income Level	$1,190	$1,274	$1,529	$1,767	$1,972	$2,176
60% Income Level	$1,020	$1,092	$1,311	$1,515	$1,690	$1,865
55% Income Level	$935	$1,001	$1,201	$1,388	$1,549	$1,709
50% Income Level	$850	$910	$1,092	$1,262	$1,408	$1,554
45% Income Level	$765	$819	$983	$1,136	$1,267	$1,398
40% Income Level	$680	$728	$874	$1,010	$1,127	$1,243
35% Income Level	$595	$637	$764	$883	$986	$1,088
30% Income Level	$510	$546	$655	$757	$845	$932
20% Income Level	$340	$364	$437	$505	$563	$621
SIERRA						
100% Income Level	$1,700	$1,820	$2,184	$2,524	$2,816	$3,108
80% Income Level	$1,360	$1,457	$1,748	$2,020	$2,254	$2,487
70% Income Level	$1,190	$1,274	$1,529	$1,767	$1,972	$2,176
60% Income Level	$1,020	$1,092	$1,311	$1,515	$1,690	$1,865
55% Income Level	$935	$1,001	$1,201	$1,388	$1,549	$1,709
50% Income Level	$850	$910	$1,092	$1,262	$1,408	$1,554
45% Income Level	$765	$819	$983	$1,136	$1,267	$1,398
40% Income Level	$680	$728	$874	$1,010	$1,127	$1,243
35% Income Level	$595	$637	$764	$883	$986	$1,088
30% Income Level	$510	$546	$655	$757	$845	$932
20% Income Level	$340	$364	$437	$505	$563	$621
SISKIYOU						
100% Income Level	$1,700	$1,820	$2,184	$2,524	$2,816	$3,108
80% Income Level	$1,360	$1,457	$1,748	$2,020	$2,254	$2,487
70% Income Level	$1,190	$1,274	$1,529	$1,767	$1,972	$2,176
60% Income Level	$1,020	$1,092	$1,311	$1,515	$1,690	$1,865
55% Income Level	$935	$1,001	$1,201	$1,388	$1,549	$1,709
50% Income Level	$850	$910	$1,092	$1,262	$1,408	$1,554

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Authorize and Approve Travel Request for Councilmember Hon Lien to Los Angeles, CA for the AAPI Summit (Staff Contact: Willie Hopkins, City Manager, 408-586-3000)**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	6/16/2026
Recommendation:	Authorize and approve the travel for Councilmember Hon Lien to Los Angeles, CA for the AAPI Summit to be held on July 17-19, 2026, for an estimated total amount of $1,800, budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

BACKGROUND:
AAPI LEAD is hosting the 3rd annual AAPI Summit in Los Angeles, CA from July 17-19, 2026. The AAPI Summit (Summit) focuses on leadership development, civic engagement, public policy, economic opportunity, health equity, and issues affecting Asian American and Pacific Islander communities. It provides practical tools, best practices, and collaborative strategies to support effective governance, community engagement, and inclusive leadership at the local level. Included in this agenda packet is the preliminary agenda for the Summit as the AAPI Summit Draft Itinerary (Attachment A).

ANALYSIS:
The City of Milpitas Travel and Expense Policy require the City Council to approve travel for the elected officials and City Manager. City Council approval of this travel request will allow Councilmember Lien to gain additional knowledge from other California policymakers and bring it back to share with her colleagues. Continued conference participation and attendance also ensure the Milpitas community is fully represented at the regional, state, and national levels.

POLICY ALTERNATIVE(S):
Not Applicable

FISCAL IMPACT:
The estimated individual expense for the Los Angeles, CA AAPI Summit, including the registration fee, lodging, meals, mileage, and incidental reimbursements, is $1,800 (actual costs may vary).

Fiscal year to date, $4,537.33 – inclusive of the estimated costs for this travel – has been expended from Councilmember Hon Lien's Individual Elected Official allocation of $10,000 for Conferences/Meetings/ Trainings.

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

ATTACHMENT(S):
(a) AAPI Summit Draft Itinerary
(b) Council Conferences Budget Tracking

Friday, July 17
- 12 PM: Registration opens
- Afternoon: Networking and community service opportunities
- 6 PM: Opening Session
- 7 PM: Opening Night Reception and Dinner

Saturday, July 18
- 8 AM to 8 PM: Full day of Summit programming, including plenary sessions, workshops, policy discussions, networking activities, breakfast, lunch, and a community dinner.

Sunday, July 19
- 8 AM to 1 PM: Morning and early afternoon programming, including a farewell lunch.
- 2 PM: Summit concludes

ATTACHMENT B

Council Conferences/Trainings FY 25-26 Budget Tracking Sheet

Mayor Montano				
	Training/Travel Event	FY25-26 Amount Expended/Estimates	Total $ 11,965.87	Remaining Balance -$1,965.87
1	42nd Annual NALEO Conference	$1,490.99		
2	2025 Cal Cities	$3,094.88		
3	Cities Association of Santa Clara County Annual Holiday Party Ticket	$75.00		
4	Mission College Gala	$150.00		
5	Mayors Academy Registration Cancelation Fee	$75.00		
6	Kiwanis Crab Feed	$80.00		
7	CalCities Summit	$2,700.00		
8	WELL Annual Conference	$900.00		
9	U.S. Conference of Mayors 94th Annual Meeting	$3,400.00		

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

Councilmember Chua				
	Training/Travel Event	FY25-26 Amount Expended/Estimates	Total $ 2,000.00	Remaining Balance $8,000.00
1	***CalCities Summit***	***$2,700.00***		

Councilmember Lien				
	Training/Travel Event	FY25-26 Amount Expended/Estimates	Total $ 4,537.33	Remaining Balance $ 5,462.67
1	2025 Cal Cities	$2,662.33		
2	Cities Association of SCC Annual Holiday Dinner 2025	$75.00		
3	**AAPI Summit**	**$1800.00**	Estimates Only	

Councilmember Lam				
	Training/Travel Event	FY25-26 Amount Expended/Estimates	Total $6,302.41	Remaining Balance $3,697.59
1	2025 Cal Cities	$2,833.17		
2	Cities Association of SCC Annual Holiday Dinner 2025	$75.00		
3	Mayor and Councilmember Academy – Jan 21-23, 2026	$1,299.24		
4	Kiwanis Crab Feed	$80.00		
5	Connecting Communites Summit	$25.00		
6	***CalCities Summit***	**$2,700.00**		

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Authorize the City Manager, or Designee, to Negotiate and Execute an Agreement Between the County of Santa Clara and the City of Milpitas for Emergency Medical Dispatch Services (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)**
Category:	Consent Calendar-Public Safety
Meeting Date:	6/16/2026
Recommendation:	Authorize the City Manager, or designee, to negotiate and execute a one-year agreement between the County of Santa Clara and the City of Milpitas for Emergency Medical Dispatch Services in an amount not to exceed $180,062.

BACKGROUND:
Emergency Medical Dispatch (EMD) is a specialized service that provides a systematic method for telecommunicators in Public Safety Answering Points (PSAPs) to determine the nature of medical aid calls, establish response priorities, allocate appropriate response resources, and provide callers with instructions and life-saving measures to help treat patients while first responders are en route. EMD telecommunicators receive specialized training and adhere to the quality assurance and accreditation standards set by the International Academies of Emergency Dispatch.

ANALYSIS:
Emergency Medical Dispatch services are essential to maintaining an effective and responsive Public Safety Answering Point. The City of Milpitas has contracted with the County of Santa Clara for EMD services since 2008. The current one-year agreement will expire on June 30, 2026; therefore, the Police Department recommends the proposed new one-year agreement, which consists of the same scope of services. The annual cost to the City of Milpitas for Fiscal Year 2026-2027 is estimated to be $171,488, subject to a possible variance of up to 5%, which results in an estimated maximum total cost of $180,062 for the duration of the agreement.

POLICY ALTERNATIVE(S):
Alternative 1: Do not authorize the City Manager to negotiate and execute a new agreement between the County of Santa Clara and the City of Milpitas for EMD services.

Pros: The City would not incur the annual cost for EMD services.

Cons: The City of Milpitas PSAP would not be able to effectively and efficiently respond to calls for medical aid, and callers would not receive vital medical instructions before first responders arrive.

Reason for Not Recommending: A systematic, coordinated response to calls for medical aid through an accredited EMD program is crucial to public safety.

PROJECT SCHEDULE/KEY MILESTONES
Following approval of this recommendation, staff will negotiate and execute an agreement with the County of Santa Clara by June 30, 2026, with a start date of July 1, 2026.

FISCAL IMPACT:
General funds in the amount of $180,062 are included in the Fiscal Year 2026-2027 Proposed Operating Budget adopted on June 9, 2026.

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

ATTACHMENT(S):
None

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt the 2026-2027 Annual Action Plan and Approve the Community Development Block Grant Allocations for 2026-2027 (Staff Contact: Michelle Silva, Administrative Analyst II, 408-586-3244)**
Category:	Public Hearings-Community Development
Meeting Date:	6/16/2026
Recommendation:	(1) Adopt the 2026-2027 Annual Action Plan with recommended allocation amounts; (2) Authorize the City Manager, or designee, to make any necessary changes to the 2026-2027 Annual Action Plan as needed to comply with CDBG submission guidelines and execute necessary forms and certifications for submission; and (3) Authorize the City Manager, or designee, to execute CDBG agreements with the approved subrecipients, and amend the CDBG agreements as needed to comply with CDBG guidelines.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) provides annual grants through the Community Development Block Grant (CDBG) program to local entitlement cities and counties. The CDBG program provides resources to the most vulnerable low- and moderate-income communities to address community development needs through investment in capital projects and public services. Information on eligible activities and CDBG minimum requirements are available in Attachment A.

2025 – 2029 Consolidated Plan

The Consolidated Plan serves as the City's strategic outline of community development needs and priorities for the next three to five years. To align with the County of Santa Clara (County) Consolidated Plan, the City established a five-year Consolidated Plan for FY 2025-29 that was approved by the City Council on June 3, 2025. This Annual Action Plan will cover the second of five years under the current Consolidated Plan.

2026-2027 Annual Action Plan

For each year covered by the Consolidated Plan, HUD requires the City to prepare a one-year action plan that identifies programs, projects, and CDBG funding levels undertaken during any given year. This is known as the Annual Action Plan. The specific amount of funds Milpitas receives each fiscal year is determined by a formula based on population and other factors and finalized once the federal budget process concludes. The City FY 2026-27 entitlement amount is $538,212.

On October 31, 2025, the City released a Notice for Availability of Funding (NOFA) for its FY 2026-27 CDBG allocation. The application period was open from November 3 through December 5, 2025. The NOFA was distributed via email to current CDBG subrecipients, and individuals and organizations on the City CDBG interest email list. Additionally, the NOFA was published in the Milpitas Post on October 31, 2025. As stated in the NOFA, physical copies were made available at the City Hall Permit Center and Milpitas Library, and application guidelines were available online via the Office of Housing Community Development Block Grant Program webpage.

Applications were submitted via City Data Services' online portal. A total of thirteen applications were received during the application period, with the grant requests totaling $814,048.

On January 20, 2026, the City Council held a public hearing to provide staff with feedback and/or direction on CDBG priority areas the City Council seeks to fund. The City Council feedback was incorporated into the final allocation recommendations for the public hearing on June 16, 2026.

On February 4, 2026, the Community Housing Commission (CHC) held a public meeting to review the applications deemed eligible, allow applicants to provide comments, and rank priority areas. Below is the ranking by the CHC of the public services' priority areas.

1. Senior Services
2. Disability Services
3. Housing Services
4. Youth/Teen Services
5. Victims of Domestic Violence
6. Counseling Services

On April 7, 2026, the City Council held a public hearing to consider a substantial amendment to the 2022-25 Consolidated Plan and the 2025-2026 Annual Action Plan. The City Council reallocated the entire revolving loan fund balance of $368,359.55 as follows:

Revolving Loan Fund Balance	**$368,359.55**
FY 2025-26 Program Administration	(73,671.91)
FY 2026-27 Public Services	(55,253.93)
Terrace Gardens (Fire Panel Replacement)	(143,660.23)
Microenterprise Assistance Program (MEAP)	(95,773.48)
Remaining Fund Balance to Reallocate	**$0.00**

Of the thirteen applications received, two were funded through the April 7, 2026, reallocation. The remaining eleven applications are evaluated for funding in this Annual Action Plan. Additional funding for the Microenterprise Assistance Program (MEAP) is recommended. The $55,253.93 has been added to the maximum public services allocation available for FY 2026-27. Additionally, $116,072.35 in unused funds from prior years will also be incorporated.

The thirteen applications requested a combined $814,048. After removing the $150,000 in requests fulfilled through the April 7, 2026, reallocation, $664,048 in requests remains for consideration in this plan.

A full breakdown of the applications is provided in the Analysis section below.

ANALYSIS:

The purpose of the public hearing is to adopt the FY 2026-27 Annual Action Plan and approve the FY 2026-27 CDBG allocations. The draft Annual Action Plan is available as Attachment B.

Based on the City's FY 2026-27 entitlement allocation from HUD of $538,212 and April 7, 2026, reallocation of $55,253.93 to public services, and $116,072.35 in prior unused monies, the maximum funding allowed in each category is as follows:

Public Services (15%)	Capital/ Workforce & Economic Development Activities	Program Administration (20%)
$135,985.73	$465,910.15	$107,642.40

The combined total of all unfulfilled requests for FY 2026-27 CDBG funding is $664,048 with eight organizations requesting $124,048 for public services and four organizations requesting $540,000 in capital projects and economic development activities.

Staff Recommendation

The City Council provided staff with the following feedback at the January 20, 2026, City Council meeting:

- Support microenterprise activities by prioritizing applicants with broad applicability to benefit a diverse range of microenterprises.
- Prioritize applications for senior services

Based on City Council feedback, available funding, and the caps on public services and administration, staff have provided recommendations seen in the table below. The proposed allocations strive to adjust the allocations equitably while maintaining compliance with HUD guidelines.

For a full summary of the applicants' original CDBG funding requests, staff funding recommendations, and the allocations proposed based on City Council feedback, see Attachment C. The following is a summary of the activities and funding amounts staff recommends. The proposed served is based on the original funding requests and is subject to change depending on the amount allocated.

Public Service

Organization Name	Project Description	CDBG Fund Request	Proposed CDBG Funding Amount
Catholic Charities of Santa Clara County	The Long-Term Care Ombudsman Program seeks the resolution of problems and advocates for the rights and well-being of senior residents of long-term care facilities. **Proposed Served: 16**	$11,000	$12,531.00
Child Advocates of Silicon Valley	Child Advocates trains community volunteers to become Court Appointed Special Advocate (CASA) in Santa Clara County to advocate for foster children. **Proposed Served: 4**	$15,000	$16,214.80
Next Door Solutions	Next Door Solutions provides Milpitas residents who are victims of domestic violence with comprehensive, survivor-defined services. **Proposed Served: 48**	$13,000	$14,531.00
Project Sentinel	Project Sentinel will provide Milpitas residents with housing advocacy and tenant/landlord counseling and education. **Proposed Served: 120**	$25,000	$26,536.93
Senior Adults Legal Assistance	SALA will provide free legal services to Milpitas seniors at no cost. **Proposed Served: 20**	$15,000	$16,531.00
Silicon Valley Independent Living Center	SVILC will provide education, resources, and advocacy about affordable, accessible housing to Milpitas residents with disabilities. **Proposed Served: 48**	$16,048	$17,579.00
Sourcewise	Sourcewise will provide nutritious home-delivered meals to homebound seniors. **Proposed Served: 20**	$11,000	$12,531.00
YWCA Golden Gate Silicon Valley	YWCA Golden Gate Silicon Valley will provide Milpitas residents with a multiservice continuum of crisis response and prevention services for survivors of domestic violence. **Proposed Served: 25**	$18,000	$19,531.00
Subtotal		**$124,048**	**$135,985.73**

Capital Projects

Organization Name	Project Description	CDBG Fund Request	Proposed CDBG Funding Amount
Rebuilding Together Silicon Valley	RTSV provides critical home repairs to low-income residents. **Proposed Served: 30**	$216,000	$200,000

	Staff recommends reallocating unused funds this program year to RTSV to support ongoing home rehabilitation activities. This will be in addition to the $200,000 proposal.		
Terrace Gardens Senior Housing	Requesting funds to replace the emergency pull-cords at the senior facility. **Proposed Served: 184 (148 units)** On April 7, 2026, the Council funded Terrace Gardens $143,660.23 for fire-panel replacement at the senior facility. If the proposed emergency cord replacement activity is approved in the amount of $100,000, Terrace Gardens will receive $243,660.23 in funding support to serve 148 affordable senior housing units (184 seniors).	$100,000	$100,000
Subtotal		**$316,000**	**$300,000**

Workforce & Economic Development

Organization Name	Project Description	CDBG Fund Request	Proposed CDBG Funding Amount
City of Milpitas	The City requests funding to support local microenterprises with grants and technical assistance. **Proposed Served: 40** On April 7, 2026, the Council awarded MEAP $95,773.48. If the proposed allocation is approved, a total of $261,683.63 will be allocated to this activity.	$160,000	$165,910.15
Upwards	Upwards' BOOST Program provides specialized business support and technical assistance to in-home childcare providers. **Proposed Served: 8**	$64,000	$0
Subtotal		**$224,000**	**$165,910.15**

Program Administration

Program Administration	Staff time in administering the program, including all public noticing, and publishing.	$0	$107,642.40
Subtotal		**$0**	**$107,642.40**
	Funds Subtotal	**$664,048**	**$709,538.28**

The organization, Upwards, is the only applicant staff is not recommending funding.

The reasons for staff's recommendation can be attributed to one or more of the following reasons:

1. Duplication of Services
2. Niche service category
3. For-profit instead of non-profit entity

The MEAP program will continue to follow the funding strategy approved by the City Council on June 3, 2025. Program parameters will remain the same with 40 grantees as the targeted number of awards based on the Council's existing distribution priorities:

1. Create two areas for grant distribution: Milpitas Historic Downtown Business Association (MHDBA) boundary and the rest of Milpitas with $100,000 allocated to eligible microenterprises in MHDBA and remaining funds allocated to eligible microenterprises in the rest of the city

2. Award grants to daycare/childcare microenterprises that did not receive funding during the prior program year in each area

3. Award grants to non-daycare/childcare microenterprises that did not receive funding during the prior program year (2025) in each area

4. If funding remains within the MHDBA boundary after priorities 1 and 2 are completed and eligible microenterprises remain in the citywide area based on priority 1 and 2 above, then distribute funds to citywide eligible microenterprises

5. Any remaining funds will go to citywide microenterprises, including in the MHDBA boundary that received funding in the previous program year.

Staff are evaluating qualifications from prospective program administrators as part of the City's procurement process. The MEAP administrator will be selected through this process. The process is currently in progress.

Due to delays in executing the grant agreement with HUD this year, home rehabilitation activities with Rebuilding Together Silicon Valley were significantly postponed. Therefore, staff recommends reappropriating any remaining balance from this program year to the next program year.

FISCAL IMPACT:

The City is set to receive a CDBG entitlement allocation of $538,212 for FY 2026-27. Additionally, $55,253.93 reallocated from the revolving loan fund on April 7, 2026, and $116,072.35 in unused prior-year funds will be available. This brings the total CDBG resources allocated through this plan to $709,538.28. Staff also recommends reappropriating any remaining balance from this program year's home rehabilitation activity to next year's home rehabilitation activity. There will be no impact on the City's General Fund, as CDBG funds cannot replace General Fund expenditures.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The actions being considered have no potential for causing a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). Further, this action does not meet the definition of a project under CEQA Guideline 15378 as it is a government fiscal activity which does not commit to any project that would result in a potentially significant impact on the environment.

ATTACHMENT(S):

(a) Eligible CDBG Activities and Requirements
(b) DRAFT 2026-2027 Annual Action Plan
(c) Applicant Summary

Eligible and Ineligible CDBG Activities

Eligible CDBG Activities

1. Acquisition of Real Property
2. Disposition
3. Public Facilities and Improvements
4. Clearance and Remediation
5. Public Services
6. Interim Assistance
7. Relocation
8. Loss of Rental Income
9. Housing Services
10. Privately-Owned Utilities
11. Rehabilitation and preservation
12. Construction of Housing
13. Code Enforcement
14. Special Economic Development Activities
15. Microenterprise Assistance
16. Special Activities by Community-Based Development Organizations
17. Homeownership Assistance
18. Planning and Capacity Building
19. Program Administration Costs
20. Miscellaneous Other Activities

Ineligible CDBG Activities

1. **Buildings or portions thereof, used for the general conduct of government may not be assisted with CDBG funds.** This does not include, however, the removal of architectural barriers involving any such building, which may be assisted under the category of Public Facilities and Improvements.

2. **General government expenses.** Expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

3. **Political activities**. CDBG funds may not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

4. **Purchase of equipment**. The purchase of equipment with CDBG funds is generally ineligible – construction equipment, fire protection equipment, furnishings and personal property.

5. **Operating and maintenance expenses**. The general rule is that any expense associated with repairing, operating, or maintaining public facilities, improvements, and services is ineligible.

6. **New housing construction**.

7. **Income payments**. The general rule is that CDBG funds may not be used for income payments.

Adapted from HUD booklet, Community Development Block Grant Program; A guide to National Objectives & Eligible Activities for Entitlement Communities.

City of Milpitas

Annual Action Plan

2026-2027

Revised May 29, 2026

Revised June 4, 2026

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Milpitas (City) is an entitlement city that receives Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD).

CDBG funds address community and economic development needs for low- and moderate-income residents through public services and capital improvement projects. At least seventy percent (70%) of gross funding is to be utilized to serve low- and moderate-income individuals and households.

The City is required to develop a three to five-year Consolidated Plan outlining the strategies used to meet the variety of housing and non-housing community needs. For each of the three to five years covered by the Consolidated Plan, HUD requires the City to prepare a one-year Action Plan that identifies programs, projects, and CDBG funding levels undertaken any given year. This Annual Action Plan (AAP) covers the second program year covered by the City's FY 2025-29 Consolidated Plan which was adopted by the Milpitas City Council on June 3, 2025.

The City's AAP spans July 1, 2026, to June 30, 2027, aligning with HUD's Program Year 2026. This FY 2026-27 AAP outlines the City's anticipated needs and projected outcomes for the upcoming year, with activities reflecting the City's current priorities. The AAP also supports the broader FY 2025-29 Consolidated Plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Annual Action Plan provides a snapshot of how the City will utilize its CDBG allocation to meet the needs of the City's low- and moderate-income individuals and the most vulnerable populations.

The objectives and outcomes identified in the FY 2025-29 Consolidated Plan are to be achieved with the activities and programs mentioned in the AAP. The AAP works towards accomplishing the following priorities to meet the housing and community development needs in Milpitas:

- Maintain and Preserve Affordable Housing
- Supportive and Community Services
- Homelessness Prevention and Response
- Public Improvements
- Workforce Development
- Planning and Administration

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City is committed to ensuring full compliance with all rules and regulations governing the CDBG entitlement grant program.

To guide the selection of our goals, the City conducts an annual evaluation of funding allocations and a bi-annual review of funding priorities. These evaluations involve assessing progress toward previous goals, reviewing project outcomes, and soliciting feedback from stakeholders and the community. By analyzing past performance, considering community needs, and integrating stakeholder input, the City identifies areas of greatest impact and adjusts priorities accordingly to ensure activities remain aligned with both regulatory requirements and local needs.

At the time of drafting this Action Plan, FY 2025-26 has not concluded. Accomplishments for the current program year will report accomplishments in the upcoming Consolidated Annual Performance Evaluation Report (CAPER).

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Throughout the development of the FY 2026-27 AAP, the City actively sought community input. Two public hearings and a community meeting were conducted to gather public comments and identify community needs. The first public hearing occurred during the drafting phase, while the second and final public hearing took place following the community meeting.

<u>Public Hearing #1</u>

The first public hearing, held on January 20, 2026, invited public comments on submitted applications. In total, ten public comments were received. Of these, nine came from prospective applicants, each summarizing their proposed activities and describing how these activities would benefit Milpitas residents.

<u>Community Meeting</u>

On February 4, 2026, the Community Housing Commission (CHC) convened a public meeting to review submitted applications, hear presentations from applicants, and prioritize funding areas. The commissioners' feedback will be incorporated in the final allocation recommendations presented at the public hearing on June 2, 2026.

Public Hearing #2

The Second/Final Public Hearing will be held on June 2, 2026. This section will be updated.

Public Noticing

In accordance with its adopted Citizen Participation Plan, the City of Milpitas conducted a 30-day public review and comment period for the Annual Action Plan. Notifications of the upcoming public hearings and the public review period were widely distributed: published in a local newspaper, posted at the front desk and public library, shared on the City's CDBG webpage, and sent via email blasts to stakeholders. The next advertised public hearing is scheduled for June 2, 2026.

The City announced the opening of the FY 2026-27 CDBG application period on October 31, 2025, with applications accepted from November 3 through December 5, 2025. This Notice of Funding Availability (NOFA) was distributed to current CDBG subrecipients, the CDBG interest email list, and other community members. The notice and application were also made available at City Hall's Permit Center, the Milpitas Library, and on the City's CDBG webpage. Additionally, the public notice was published in the Milpitas Post on October 31, 2025.

On January 2, 2026, the City announced the first public hearing to discuss applications received for the FY 2026-27 AAP. The announcement was widely distributed, published in a local newspaper, posted at the front desk and public library, shared on the City's CDBG webpage, included in email blasts to stakeholders, and featured in the Milpitas Post. The first public hearing took place on January 20, 2026.

Section will be updated after June 16, 2026, public hearing.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Section will be updated after June 16, 2026, public hearing.

6. Summary of comments or views not accepted and the reasons for not accepting them

Section will be updated after June 16, 2026, public hearing.

7. Summary

Section will be updated after June 16, 2026, public hearing.

DRAFT

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MILPITAS	Office of Housing

Table 1 – Responsible Agencies

Narrative (optional)

The City of Milpitas' Office of Housing serves as the lead agency in the administration of the CDBG program.

Consolidated Plan Public Contact Information

Michelle Silva
Administrative Analyst, City of Milpitas
455 E. Calaveras Blvd. Milpitas, CA 95035

DRAFT

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The FY 2026-27 AAP is a one-year plan that describes eligible projects and activities to be completed according to current priorities outlined in the FY 2025-29 Consolidated Plan. The AAP was prepared by the Office of Housing with input from a variety of local and regional stakeholders.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Milpitas actively collaborates with the County of Santa Clara's Supportive Housing System alongside numerous other agencies and organizations. Although the City does not have direct access to the Homeless Management Information System (HMIS), it receives relevant homeless data from the County and works closely with County HMIS staff to interpret the data and provide recommendations for improvements.

The Continuum of Care (CoC) brings together stakeholders from local jurisdictions, including the Santa Clara County Housing Authority (SCCHA), community- and faith-based organizations, government departments, health agencies, homeless advocates, consumers, and research and policy groups. The CoC utilizes the HMIS to track outcomes and performance measures for all County-funded homeless service agencies.

According to the 2023 Point-in-Time (PIT) count, Milpitas had 142 homeless individuals, all of whom were unsheltered. This stark statistic highlights the urgent need for expanded shelter and both supportive and preventative homelessness services within the City.

Milpitas staff also participate in the Community Plan to End Homelessness Implementation Team, which includes regional CoC members and diverse community stakeholders. This team evaluates the County's progress toward homeless goals, identifies service gaps, sets funding priorities, and pursues a coordinated and systematic approach to addressing and ultimately ending homelessness. The City is currently in the midst of participating and planning for the next iteration of the Community Plan to End Homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The County of Santa Clara serves as the primary government agency responsible for coordinating, planning, and distributing funding for homeless programs and services across the region. To address homelessness in a comprehensive manner, the County has established the Supportive Housing System, which brings together the Continuum of Care (CoC), a consortium of public agencies, nonprofit organizations, and community partners, to prevent and end homelessness. As the lead partner, the

County ensures a unified system-wide response. Additionally, the CoC is tasked with organizing and conducting the biennial Point-in-Time (PIT) count to assess the local unhoused population.

Through its Office of Supportive Housing (OSH), the County of Santa Clara applies for federal and state grants on behalf of the region, coordinates access and referrals to housing programs, sets performance benchmarks, and collects and manages critical data on homelessness.

CoC stakeholders encompass a wide range of local jurisdictions and organizations, including community- and faith-based groups, the Santa Clara County Housing Authority (SCCHA), government departments, health service agencies, homeless advocates, service consumers, and research and policy organizations. The CoC utilizes the Homeless Management Information System (HMIS) to monitor outcomes and performance measures for all County-funded homeless service agencies.

The City of Milpitas is an active partner in the County of Santa Clara's Supportive Housing System, collaborating with a network of agencies and organizations to address local homelessness. Although the City does not currently have direct HMIS access, it receives essential data from the County and works closely with County HMIS staff to better interpret trends and recommend improvements.

To provide targeted support, the City contracts with WeHOPE to employ two homeless outreach case managers who conduct Vi-SPDAT assessments and input data into HMIS, strengthening data-driven service delivery. In partnership with the CoC, all shelter referrals are centralized through the Here4You hotline, streamlining access to housing resources. To further improve services, the City is pursuing direct HMIS access to expedite connections for residents and is developing a "by-name" list of unhoused individuals to enable more personalized case management and sustainable homelessness prevention strategies.

Milpitas also participates in the Community Plan Implementation Team, which brings together regional CoC representatives and diverse community stakeholders. This collaborative group evaluates the County's progress in meeting homeless goals and metrics, identifies gaps in services and systems, sets funding priorities, and advances a coordinated approach to addressing and ultimately ending homelessness.

The City of Milpitas maintains ongoing collaboration with the County to address the needs of the local unhoused population, including initiatives such as:

• Participating in the development of the 2025-2030 Community Plan to End Homelessness in Santa Clara County, which outlines strategies to address the needs of homeless individuals and families, including chronically homeless people, families with children, veterans, unaccompanied youth, and those at risk of homelessness.

• Provide weekly hot shower and laundry services to Milpitas's unhoused residents through WeHOPE's Dignity on Wheels program, which features mobile shower and laundry facilities and connects clients with additional resources.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Milpitas does not receive Emergency Shelter Grant (ESG) funding however the City participates with the CoC to address homeless issues.

2.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Stakeholder Participation		
1	**Agency/Group/Organization**	**Catholic Charities**
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Needs Assessment Market Analysis Non-Homeless Special Needs
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Meeting
	Website	https://www.ccscc.org/
2	**Agency/Group/Organization**	**City of Milpitas, Office of Economic Development**
	Agency/Group/Organization Type	Other government- Local
	What section of the Plan was addressed by Consultation?	Needs Assessment Market Analysis Economic Development
	How was the Agency/Group/ Organization consulted and what are the anticipated	Community Meeting

	outcomes of the consultation or areas for improved coordination?	
	Website	https://www.milpitas.gov/1102/Office-of-Economic-Devt-Strategic-Initia
3	**Agency/Group/Organization**	**Next Door Solutions**
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Needs Assessment Market Analysis Non-Homeless Special Needs
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Meeting
	Website	https://www.nextdoorsolutions.org/
4	**Agency/Group/Organization**	**Project Sentinel**
	Agency/Group/Organization Type	Services-Housing
	What section of the Plan was addressed by Consultation?	Needs Assessment Market Analysis Non-Homeless Special Needs
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Meeting
	Website	https://www.housing.org/
5	**Agency/Group/Organization**	**Rebuilding Together Silicon Valley**
	Agency/Group/Organization Type	Services-Housing
	What section of the Plan was addressed by Consultation?	Needs Assessment Market Analysis

		Non-Homeless Special Needs
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Meeting
	Website	https://rebuildingtogethersv.org/
6	**Agency/Group/Organization**	**Terrace Gardens Senior Housing**
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Needs Assessment Market Analysis Non-Homeless Special Needs
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Meeting
	Website	https://terracegardensinc.com/
7	**Agency/Group/Organization**	**Senior Adults Legal Assistance**
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Needs Assessment Market Analysis Non-Homeless Special Needs
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Meeting
	Website	http://s393914827.initial-website.com/
8	**Agency/Group/Organization**	**Upwards**
	Agency/Group/Organization Type	Services-Education

	What section of the Plan was addressed by Consultation?	Needs Assessment Market Analysis Economic Development
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Meeting
	Website	https://upwards.com/
9	**Agency/Group/Organization**	**Silicon Valley Independent Living Center**
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Needs Assessment Market Analysis Non-Homeless Special Needs
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Meeting
	Website	https://svilc.org/
10	**Agency/Group/Organization**	**Sourcewise**
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Needs Assessment Market Analysis Non-Homeless Special Needs
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Meeting
	Website	https://mysourcewise.com/

11	**Agency/Group/Organization**	**YWCA Golden Gate Silicon Valley**
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Needs Assessment Market Analysis Non-Homeless Special Needs
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Meeting
	Website	https://yourywca.org/

Table 2 – Agencies, groups, organizations who participated in the process

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Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable. No agency types were intentionally left out of the consultation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Regional Continuum of Care Council	The CoC works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service providers. This effort aligns with the Strategic Plan's goal to support activities to end homelessness.
City of Milpitas Housing Element	City of Milpitas	Housing Element serves as a policy guide to help the City meet its existing and future housing needs. This effort aligns with the Strategic Plan's goal to assist in the creation and preservation of affordable housing.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The citizen participation process involves hosting multiple public community meetings and workshops to maximize engagement. City staff collaborated with the Community Housing Commission (CHC) to organize a public meeting, providing both the Commission and the community with opportunities to understand and participate in the CDBG process. On February 4, 2026, the CHC held a meeting to discuss priorities, goals, and funding allocations for the FY 2026-27 Annual Action Plan.

The City will conduct three publicly noticed meetings to discuss CDBG allocations, including two public hearings. Notices for these hearings were issued in accordance with the Citizen Participation Plan. The next public hearing is to be held on June 16, 2026.

Section will be updated after June 16, 2026, public hearing.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearings	Milpitas Residents	A public hearing was held on January 20, 2026, with the Milpitas City Council to review the applications received for the 2026 program year. Total of 50 in attendance at the public hearing. The next public hearing will be held on June 16, 2026.	A total of ten public comments were provided. Nine of the public comments received were from prospective applicants summarizing its proposed activities and how the activities would benefit Milpitas residents.	All comments accepted.	N/A

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Community Meeting	Milpitas Residents	A community meeting was held on February 4, 2026, with the Community Housing Commission. A total of 20 in attendance of the community meeting.	The public meeting was held to review the FY 2026-27 program applications, hear from the applicants, and rank community priority areas. The commissioner's feedback will be provided after the meeting.	All comments accepted.	N/A
3	Milpitas' CDBG Website	Non-targeted/broad community	No responses received.	No comments received.	N/A	https://www.milpitas.gov/475/Community-Development-Block-Grant-CDBG

Table 4 – Citizen Participation Outreach

Section will be updated after June 2, 2026, public hearing.

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Milpitas was awarded $538,212 in entitlement funds for the 2026 program year, aligning with recent allocation trends. These CDBG funds will support eligible activities that address priorities identified in the Consolidated Plan. Additionally, the City receives revolving loan fund (RLF) monies from a retired Home Rehabilitation Loan Program. Repayments from these loans are deposited into the RLF and classified as program income (PI). Most City loans do not require regular payments; instead, balances are typically settled in full when properties are sold or refinanced. Consequently, repayments are unpredictable and may vary from under $10,000 to more than $300,000, or sometimes nothing at all. Therefore, the City will not estimate PI amounts. If repayments are received during the year, the City will determine whether an amendment is required or include the PI in the following program year Annual Action Plan.

On April 7, 2026, the City Council approved a substantial amendment to reallocate $368,359.55 in RLF funds to eligible activities. Program administration funds totaling $73,671.91 will be used during FY 2025–26. Carryover program income of $294,687.64 will support activities in FY 2026–27.

Carryover PI Fund Balance $294,687.64

PY 2026 Public Services (55,253.93)

PY 2026 Terrace Gardens (Fire Panel Replacement) (143,660.23)

PY 2026 Microenterprise Assistance Program (MEAP) (95,773.48)

Prior year unused entitlement monies in the amount of $116,072.35 will be reallocated to eligible activities.

An estimated $111,000 in current program year funding to Rebuilding Together Silicon Valley will be reallocated to the same activity. This reallocated amount will depend on the remaining funding at the end of the 2025 program year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	**Public-Federal**	Admin and Planning Economic Development Housing Public Improvements Public Services	**$538,212**	**$8,000**	**$536,759.63**	**$963,971.63**	**$1,257,525**	Prior year resources include carryover PI, prior year unused EN monies, carry over monies from RTSV and unused Covid monies. Estimated PI for program admin use.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Not applicable, the City does not match federal funds.

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If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There are three parcels controlled by the City. One parcel, located at 1432 S. Main Street, is owned by Milpitas Housing Authority and is approximately 0.9 acres in size. Currently, the parcel is occupied by commercial tenants, but the land is zoned as high-density multi-family residential. In January 2022, City Council directed staff to sell the parcel owned by the Milpitas Housing Authority with the intent that the buyer will develop affordable housing.

The other two parcels, approximately 1.7 acres, are located adjacent to the Milpitas Housing Authority property and are owned by the City of Milpitas. Those City parcels are also occupied by commercial businesses but are also zoned for multi-family residential use. Staff is awaiting City Council direction for this parcel.

Discussion

See discussion above.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

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Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Maintain and Preserve Affordable Housing	2025	2030	Affordable Housing	City of Milpitas	Affordable Housing Development and Preservation	CDBG: $557,660.23	Rental Unit Rehabilitated: 148 Household Housing Unit Homeowner Housing Rehabilitated: 18 Household Housing Unit
2	Supportive and Community Services	2025	2030	Non-Homeless Special Needs Non-Housing Community Development	City of Milpitas	Supportive Services	CDBG: $135,985.73	Public service activities other than Low/Moderate Income Housing Benefit: 301 Persons Assisted
3	Workforce and Economic Development	2025	2030	Non-Housing Community Development	City of Milpitas	Community, Public and Neighborhood Sustainability Economic Development	CDBG: $261,683.63	Businesses Assisted: 40 Businesses Assisted
4	Planning and Administration	2025	2030	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Milpitas	Planning and Administration	CDBG: $107,642.40 PI: $8,000	Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Maintain and Preserve Affordable Housing
	Goal Description	Maintain and preserve existing affordable homeownership and rental housing for LMI Households through housing rehabilitation.
2	**Goal Name**	Supportive and Community Services
	Goal Description	Provide supportive services for low and moderate income and special populations (seniors, domestic violence survivors, youth) including case management, and legal assistance.
3	**Goal Name**	Workforce and Economic Development
	Goal Description	Invest in projects that support workforce development including support for small businesses and microenterprise to benefit LMI households.
4	**Goal Name**	Planning and Administration
	Goal Description	Provide management, planning and implementation of the City's CDBG program.

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Projects

AP-35 Projects – 91.220(d)

Introduction

The Consolidated Plan goals identify the highest priority needs for the City of Milpitas and form the foundation for the City's strategic actions to address these needs. Milpitas receives Community Development Block Grant (CDBG) funding exclusively. When appropriate and recommended, the City Council may supplement CDBG funds with local resources, such as the Housing Authority Fund. All funds are dedicated to serving and improving the lives of low- and moderate-income residents in Milpitas.

Projects

#	Project Name
1	Maintain and Preserve Affordable Housing
2	Supportive and Community Services
3	Workforce and Economic Development
4	Planning and Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Priority Needs identified in the Consolidated Plan include:

• Maintaining and Preserving Affordable Housing

• Providing Supportive and Community Services

• Workforce and Economic Development

• Planning and Administration

The projects outlined in this Action Plan comprehensively address each Priority Need and its corresponding Goals. However, the most significant barrier to meeting underserved needs remains insufficient funding. Funding sources are dwindling across several sectors, and reductions in non-HUD resources further intensify the needs of residents.

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AP-38 Project Summary

Project Summary Information

1	**Project Name**	Maintain and Preserve Affordable Housing
	Target Area	Citywide
	Goals Supported	Maintain and Preserve Affordable Housing
	Needs Addressed	Affordable Housing Development and Preservation
	Funding	CDBG: $557,660.23
	Description	Critical home repairs and accessibility modifications to low-income and vulnerable residents such as seniors.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	An estimated eighteen (18) single-unit residences will receive critical home repairs, while one hundred forty-eight (148) units at senior facility are slated for fire panel and emergency pull-cord replacements.
	Location Description	Milpitas, CA
	Planned Activities	Rebuilding Together Silicon Valley (RTSV): Provide critical home repairs and accessibility modifications to low-income residents at an estimated eighteen (18) single-unit residences. HUD Matrix Code: 14A-Rehabilitation: Single-Unit Residential. National Objective: LMH. Funding is estimated to be $311,000. Not presumed benefit. Terrace Gardens Senior Housing: Conduct fire panel and emergency pull-cord replacements for one hundred forty-eight (148) units at senior facility. HUD Matrix Code: 14B- Rehab; Multi-Unit Residential-LMH. National Objective: LMH. Funding is estimated to be $243,660.23. Presumed benefit.
2	**Project Name**	Supportive and Community Services

	Target Area	Citywide
	Goals Supported	Supportive and Community Services
	Needs Addressed	Supportive Services
	Funding	CDBG: $135,985.73
	Description	Continue strengthening the community by funding essential public services for low-income residents. Support agencies that provide vital services to low- and moderate-income individuals, including housing advocacy, foster youth support, a long-term ombudsman program, services for victims of domestic violence, tenant-landlord counseling, legal assistance for seniors, housing services for people with disabilities, and meal delivery and services for homebound seniors.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 301 individuals will benefit from the City's public service activities.
	Location Description	Milpitas, CA

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	Planned Activities	Catholic Charities: The Long-Term Care Ombudsman Program provides advocacy and protection for residents living in skilled nursing facilities and residential care facilities for the elderly. An estimated sixteen (16) seniors will benefit. HUD Matrix Code: 05A- Senior Service. National Objective: LMC. Funding is estimated to be $12,531. Presumed benefit. Child Advocates of Silicon Valley: Program for foster youth advocacy. CDBG funding will support four (4) Milpitas youth in foster care. HUD Matrix Code: 05N- Services for Abused and Neglected Children. National Objective: LMC. Funding is estimated to be $16,214.80. Presumed benefit. Next Door Solutions to Domestic Violence: Support services for survivors of domestic violence. An estimated forty eight (48) survivors will benefit from this activity. HUD Matrix Code: 05G- Services for victims of domestic violence, dating violence, sexual assault or stalking. National Objective: LMC. Funding is estimated to be $14,531. Presumed benefit. Project Sentinel: This activity will provide residents with housing advocacy and tenant-landlord counseling and education. An estimated one hundred twenty (120) residents will benefit. HUD Matrix Code: 05K- Tenant/Landlord Counseling. National Objective: LMC. Funding is estimated at $26,536.93. Not presumed benefit. Senior Adults Legal Assistance: This activity provides seniors with no-cost legal services. An estimated twenty (20) seniors will benefit. HUD Matrix Code: 05A- Senior Services. National Objective: LMC. Funding is estimated at $16,531. Presumed benefit. Silicon Valley Independent Living Center: SVILC provides education, resources and housing advocacy for residents with disabilities. An estimated forty eight (48) residents will benefit. HUD Matrix Code: 05B- Services for Persons with Disabilities. National Objective: LMC. Funding is estimated at $17,579. Presumed benefit. Sourcewise: This activity provides nutritional meals to homebound seniors. An estimated twenty (20) seniors will benefit. HUD Matrix Code: 05A- Senior Services. National Objective: LMC. Funding is estimated at $12,531. Presumed benefit. YWCA: Support services for survivors of domestic violence. An estimated twenty-five (25) survivors will benefit from this activity. HUD Matrix Code: 05G- Services for victims of domestic violence, dating violence, sexual assault or stalking. National Objective: LMC. Funding is estimated to be $19,531. Presumed benefit.

3	**Project Name**	Workforce and Economic Development
	Target Area	Citywide
	Goals Supported	Workforce and Economic Development
	Needs Addressed	Community, Public and Neighborhood Sustainability Economic Development
	Funding	CDBG: $261,683.63
	Description	Provide grants to income-qualified Milpitas microenterprises and provide microenterprises with technical assistance to boost financial management.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	An estimated forty (40) microenterprises will be assisted.
	Location Description	Milpitas, CA
	Planned Activities	Microenterprise Assistance Program (MEAP): Provide grants to forty (40) income-qualified Milpitas microenterprises and provide microenterprises with technical assistance. HUD Matrix Code: 18C-Microenterprise Assistance. National Objective: LMC. Funding is estimated to be $261,683.63. Not presumed benefit.
4	**Project Name**	Planning and Administration
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: $107,642.40 PI: $8,000
	Description	Oversee general staff administration of the CDBG program and activities, including IDIS management, program setup, reporting, and planning.

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	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Administrative activities will not directly benefit families.
	Location Description	Milpitas, CA
	Planned Activities	General planning and CDBG administrative activities. HUD Matrix Code: 21A General Administration

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG funding will be used city-wide for eligible people. The City of Milpitas does not set geographic concentration areas for assistance. No census tracts in the city limits identify any area as a slum. Instead, the City helps fund organizations that provide supportive services to low- and moderate-income residents.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

N/A

Discussion

See discussion above.

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Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City adopted Affordable Housing Ordinance No. 297 on June 12, 2018. The Affordable Housing Ordinance requires that all new developments of over ten units must construct 15% of the total number of dwelling units to be affordable. For example, a developer wants to build an apartment complex with twenty units. A total of three units (15%) will need to be deemed affordable to comply with the City's Affordable Housing Ordinance. On March 5, 2019, the City established residential and non-residential affordable housing fees. On February 1, 2022, the City Council approved changes to the Affordable Housing Ordinance to encourage more on-site housing construction, to help the City meet its Regional Housing Needs Allocation (RHNA) goals, and to add clarity and consistency throughout the ordinance. The affordable units constructed become part of the City's Below Market Rate (BMR) Program portfolio and are deed-restricted affordable for 55 years.

In addition to our Affordable Housing Ordinance, the City typically allocates funding for housing rehabilitation and preservation. The funded organizations help support low-income homeowners and renters and seniors stay housed.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	166
Special-Needs	0
Total	166

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	166
Acquisition of Existing Units	0
Total	166

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The rising costs of materials and labor, along with limited low-income housing bonds and financing, pose significant challenges to the construction and rehabilitation of affordable housing. Regardless, the City is committed to providing and maintaining affordable housing through our BMR program and critical home rehabilitation projects.

The City plans to allocate resources to Rebuilding Together Silicon Valley (RTSV) for critical home repairs, and to Terrace Gardens for fire panel and emergency cord replacement.

RTSV assists low-income homeowners and renters with critical repairs. The allocated resources will support 18 low-income homeowners and renters in Milpitas.

Terrace Gardens is a deed-restricted, very low- and low-income affordable senior rental community. The allocation will fund critical capital repairs, benefiting 148 affordable housing units.

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AP-60 Public Housing – 91.220(h)

Introduction

The City of Milpitas currently does not have any public housing. However, there is a project-based Section 8 property in the City, the Sunnyhills Apartments. Sunnyhills Apartments is a 171-unit development in which 149 units receive project-based Section 8 vouchers. The project-based Section 8 vouchers subsidize assistance for each unit with the Department of Housing and Urban Development, establishing fair market rent for the area and what the tenant can afford to pay. The goal is to be competitive with the local market thus incentivizing the owner to rent to low-income households.

Actions planned during the next year to address the needs to public housing

Not applicable. There is no public housing within the city.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable. There is no public housing within the city.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

N/A

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The County of Santa Clara and the City have identified homelessness as a critical issue. According to Santa Clara County's 2023 Point-in-Time Census and Survey Comprehensive Report, there were 142 unsheltered homeless individuals in Milpitas, a notable 48% decrease. This decline indicates progress in addressing the homelessness crisis in the City. Nonetheless, the City remains committed to supporting individuals experiencing homelessness by providing essential resources. Recognizing the complexity of homelessness, interagency and interregional collaboration remains vital to developing effective solutions.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City currently partners with WeHope to deliver homeless outreach and engagement services, conduct VI-SPDAT assessments, and connect unhoused individuals to the County's community queue for housing opportunities. These efforts, aligned with the City's strategic plan, will be further strengthened by the goals and policies of the 2024 Housing Element, which focuses on addressing the needs of the unhoused population. As the agreement with WeHope approaches expiration, the City has issued a Request for Proposal (RFP) to identify a new agency to continue homeless outreach and assessment services.

The City of Milpitas continues to enhance homeless outreach and to better assess the unique housing and service needs of unhoused individuals and families through several key strategies:

1) Maintain outreach and respond promptly to the immediate needs of unhoused and at-risk populations through collaborative efforts with County staff and social service providers;

2) Seek funding for programs and facilities that support unhoused populations and households at risk of homelessness; and

3) Conduct a feasibility study to establish a low-barrier navigation center offering temporary housing and case management and implement recommendations such as site selection and funding identification as appropriate.

In addition, the City is collaborating with local jurisdictions to renew the County's Community Plan to End Homelessness, with City Council set to endorse the updated plan.

Addressing the emergency shelter and transitional housing needs of homeless persons

Despite limited resources and funding, the City of Milpitas takes a coordinated, resourceful approach to addressing the emergency and transitional housing needs of homeless individuals and families. The City partners across departments, including the Police Department, Office of Building Safety, Planning Department, and Public Works, as well as with local service providers such as the Milpitas Food Pantry and Hope for the Unhoused to maximize available support.

To further stretch limited resources, Milpitas implements goals, policies, and programs from the Housing Element, which prioritizes collaboration with regional agencies for supportive housing and services. Key strategies include:

1) Prioritizing permanent and transitional supportive housing, creating stable environments that help improve quality of life;

2) Maintaining and expanding crisis response beds, especially during extreme weather events; and

3) Providing or referring individuals to temporary housing with supportive programs to facilitate transitions from homelessness to permanent housing.

By leveraging partnerships and targeting resources, the City strives to meet immediate and long-term needs.

The City also works to address emergency and transitional housing needs by zoning for a variety of housing types, including emergency shelters, supportive housing, low-barrier navigation centers, and other interim housing options. This diversity in housing types helps make the most of available resources and provides flexible support for individuals at different stages of transitioning out of homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Milpitas is dedicated to supporting homeless individuals and families as they transition to permanent housing and independent living, striving to prevent repeat homelessness. The City's comprehensive strategy, guided by the 2024 Housing Element, outlines targeted goals, policies, and programs designed to address both the immediate and long-term housing and service needs of the unhoused. The key initiatives and actions are summarized below.

Goal HE-8: Foster collaboration with regional agencies and organizations to support Milpitas' unhoused population through comprehensive services and supportive housing. The City will advance this goal through the following policies, strategies, and actions:

- Prioritize the development and preservation of permanent and transitional supportive housing to provide stable living environments and enhance quality of life for the unhoused population.
- Maintain and expand access to crisis response beds, especially during periods of extreme weather, to ensure immediate safety and shelter.
- Facilitate access to temporary housing paired with robust support services, enabling unhoused individuals and families to successfully transition to permanent housing.
- Aggressively pursue funding opportunities to support programs and facilities that assist unhoused populations and households at risk of homelessness, maximizing impact despite limited resources.
- Sustain robust outreach efforts and rapid response to the immediate needs of unhoused and at-risk populations through strong collaboration between City, County, and local service providers.
- Conduct a feasibility study for establishing a low-barrier navigation center, such as a "tiny home village" to provide temporary housing and case management. Act on study recommendations by identifying suitable sites and securing necessary funding.

Given the City's success with the first round of funding, the City will offer a round two of the Workforce Housing and Rental Assistance Program (WHRAP). This program offers twenty-eight households at or below 30% of the Housing and Community Development (HCD) Area Median Income (AMI) with twenty-four months of rental subsidies. The program is aimed at assisting and preventing displacement of extremely low income households.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City does not currently have its own institutional discharge policy; instead, it partners with the Santa Clara County Continuum of Care (CoC), which has recently updated its Quality Assurance Standards to include a homeless discharge coordination policy. Through this collaboration, the City helps ensure that individuals are not discharged into homelessness by providing guidance and resources for those leaving institutions. The policy enables access to reentry resource centers, where VI-SPIDAT assessments can be conducted. These assessments evaluate an individual's needs and inform the appropriate type of

support or housing. Additionally, the VI-SPIDAT serves as a gateway to further resources and supportive services, including residential or outpatient treatment, transitional housing, and emergency shelter.

To help low-income residents and families avoid housing instability and homelessness, the City implements a variety of strategies, policies, and programs. These efforts are outlined in the City's 2024 Housing Element and summarized below.

Program 7: Tenant Assistance Services. The City will continue to work with qualified nonprofit organizations to deliver housing outreach and assistance, landlord-tenant mediation services, mortgage default counseling, and referrals to additional support services for Milpitas residents, landlords, and housing professionals. Planned actions include:

- Promote rental assistance programs with a goal of supporting 300 Milpitas residents, landlords, and housing professionals over the next eight years;
- Continue promoting housing services, aiming to support around 320 people annually through Project Sentinel's outreach activities, informational workshops, phone assistance, and other resources;
- Continue to facilitate and ensure compliance with the California Tenant Protection Act of 2019, which regulates just cause evictions and limits annual rent increases;
- Continue offering programs that supplement housing costs and reduce overall living expenses for lower- and moderate-income households, including the ongoing Milpitas Assistance Program (MAP); and
- Continue coordinating with the San Andreas Regional Center (SARC) to provide services, outreach, and referrals for tenants with disabilities.

Discussion

See discussion above.

DRAFT

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

In the FY 2023-31 Housing Element, the City identified the following governmental constraints/barriers impeding affordable housing development:

- **General Plan Land Use Designations.** Overall, the City's land use designations do not pose a significant constraint on residential development, but the Town Center (TWC) and Neighborhood Commercial Mixed Use (NCMU) designations may be revised to better support housing production. Both districts have a commercial requirement, which may impede redevelopment of parcels in these zones with housing uses.
- **Zoning Ordinance.** The City's Zoning Ordinance has not been comprehensively updated to ensure consistency with the 2021 General Plan. The City planned to begin updating the comprehensive Zoning Ordinance in 2023, which was expected to be completed and adopted by 2024.
- **Development Processing Procedures and Timing.** The City completed a study to evaluate the development review and permitting process, implementing a number of actions to improve internal processes. Milpitas' review and approval timelines are similar to average times taken by other jurisdictions in Santa Clara County and were found not to pose a significant constraint on housing development. However, many factors outside of a local jurisdiction's control can constrain the timing between project approval and when the developer requests building permits, such as the inability to secure financing for construction or availability of design professionals to complete construction documents or make corrections.
- **Development fees.** The City does provide fee deferrals for projects that provide on-site affordable housing units. Housing Programs 16 and 20 include actions to explore fee deferrals and waivers for affordable housing production. Compared to other cities in Santa Clara County, Milpitas has higher fees per unit for single- and multi-family developments. Milpitas has the highest Entitlement Fees in the County for single-family developments located within the Metro Specific Plan area.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Strategies include:

- Completing a comprehensive update to the City's General Plan and Land Use Element and

creating new mixed-use zones;

- Updating the Milpitas Metro Specific Plan and Milpitas Gateway-Main Street Specific Plan to support higher residential densities and building heights in locations adjacent to high quality transit.
- Adopting an Inclusionary housing ordinance (Affordable Housing Ordinance); and amending it to encourage more on-site construction of affordable units.
- Adopting Zoning Ordinance amendments to address changes in State Law related to Accessory Dwelling Units, Two-Unit Developments (SB 9), and Objective Design Standards (SB 330).

Goal HE-3 in the City's FY 2023-31 Housing Element addresses barriers to new housing production, specifically to continually assess the barriers to new housing production and proactively mitigate the governmental constraints to new housing development. Specific policies include:

- **HE 3.1:** Continually review and right-size development fees on housing development. Adjust or defer City fees for affordable housing development.
- **HE 3.2:** Track changes to State housing legislation and regularly update the City's Zoning Ordinance to reduce barriers to housing production and incentivize affordable housing production.
- **HE 3.3:** Implement recommendations in the Housing Opportunity Zone (HOZ) study to reduce barriers to new affordable housing production, while balancing the need for convenient neighborhood-serving retail stores and services for existing and future residents.
- **HE 3.4:** Maintain and implement the City's Objective Design Standards for residential projects to streamline the development review process and increase predictability of review outcomes.
- **HE 3.5:** Prioritize investment in transportation, infrastructure, and utility improvements to reduce development barriers and costs for producing affordable housing.
- **HE 3.6:** Respond to changing market conditions and diverse housing needs, such as recognizing the need for limited term rentals (six months or less) for temporary employees and independent contractors or gig workers.
- **HE 3.7:** Support the adaptive reuse, renovation, conversion, or redevelopment of economically underutilized properties or buildings for residential or mixed-use development.
- **HE 3.8:** Be a strong advocate for legislative change and funding/financing initiatives to support affordable housing.
- **HE 3.9:** Continue to streamline housing permitting and procedures consistent with State laws (e.g., AB 2234) and the City's Service Delivery Study.

Additionally, the City's "Adequate Sites and Housing Production" goal has two relevant policies to address barriers to affordable housing, including:

- **HE 1.5:** Facilitate the development of housing through the adoption of new zoning districts consistent with the General Plan, zoning incentives or waivers, development process

streamlining, and CEQA findings of consistency, especially affordable housing in high resource areas.

- **HE 1.8:** Regularly review the land use designations and zoning districts to encourage a variety of housing types to be developed at a range of densities to equitably serve households at all economic levels, and to meet the needs of large family households, the elderly, and people with disabilities.

Discussion:

Non-governmental constraints include:

- **Cost and availability of land.** The cost of land is a significant contributor to the overall cost of housing. Santa Clara County averages $508 per square foot for a small single-family unit and $264 per square foot for a large single-family unit. The average cost for a multi-family unit in Santa Clara County is about $60,000.
- **Construction costs.** The cost of construction, including labor and materials, has a significant impact on the overall cost of new housing units and can be a significant constraint to development. In 2021, average construction costs ranged from approximately $260 per square foot for a mid-rise, seven-story multifamily project to approximately $300 for a twelve-story, high-rise multifamily residential project in Milpitas. Assuming an average unit size of 1,200 square feet (including common areas), these estimates result in construction costs ranging from approximately $312,000 to $360,000 per unit in Milpitas. The high land and development costs in Milpitas mean that, without subsidies, new rental units affordable to very low and low-income households are difficult to provide at a feasible rate of return to a developer or investor. This also tends to hold true for for-sale housing at the moderate-income level.
- **Mortgage and rehabilitation financing.** The City of Milpitas does not vary greatly from other communities regarding the availability of home financing. In 2020, 69% of conventional purchase loan applications were approved, and 10% were denied. The denial rate was highest for home improvement loans at 33%. In a housing market such as Milpitas, the downpayment requirement may be a greater obstacle to homeownership for many households. As of March 2022, Redfin estimates that average home price in Milpitas was $1,450,000. To provide a 10% down payment, a household would need to save $145,000. Current home mortgage interest rates for home loans are steadily increasing for a 30-year fixed-rate mortgage. This means that prospective homebuyers will be less likely to qualify for home loans under the more stringent current lending standards.
- **Environmental constraints.** The City identified several environmental constraints that may act as barriers to affordable housing development, including geologic and seismic hazards, fire and flood hazards, and sea-level rise.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, developing an institutional structure for delivering housing and community development activities, and planning to enhance coordination between public and private housing and social services agencies.

Actions planned to address obstacles to meeting underserved needs

The primary challenge in addressing underserved needs for FY 2026-27 is the insufficient availability of federal, state, and local funding to support essential programs, activities, and projects.

The City contributes to meeting underserved needs with other resources and funds, such as:

- The City of Milpitas Affordable Housing Fund primarily supports the development of new affordable housing units. Funded through fees collected from developers under Affordable Housing Ordinance 297, this resource has enabled initiatives such as the Pilot Rent Relief Program.
- The City currently funds an Emergency Motel Stay Program.
- In February 2023, the City received approval for its Permanent Local Housing Allocation (PLHA) entitlement. This grant will help fund homeless outreach and assessment services for the next three years and will also support the creation of a Workforce Housing Rental Assistance Program. This program will offset tenant rent for periods longer than six months for households with incomes at or below 30% of Area Median Income (AMI).
- In September 2022, the City Council accepted Assemblymember Lee's one-time state funding request, securing $1,500,000 for homelessness prevention and services for unhoused residents. Although the funding covers these programs, the original request also sought support for mobile shower and laundry services, additional rent relief, and the creation of a Milpitas Resource Center.

Actions planned to foster and maintain affordable housing

The City has taken proactive steps to help decrease the barriers to affordable housing through the following resolutions/ordinances:

Resolution No. 8523

The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will consider contributing to future affordable housing projects that will

house the homeless. The City is in discussion to create its first 100% permanent supporting housing project in Milpitas.

Affordable Housing Ordinance

On June 12, 2018, the City Council adopted Affordable Housing Ordinance No. 297 which requires that any new development with 10 or more units must include 15% of the units these units as affordable. The ordinance applies to both rental and ownership developments. In January 2022, the City Council approved changes to the Affordable Housing Ordinance to encourage more on-site affordable housing production. The City Council also adopted changes to add clarity and consistency throughout the ordinance.

Density Bonus Ordinance

To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the provision of affordable units in the development.

Below Market Rate Ownership

The City manages a Below Market Rate (BMR) Home Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, the homebuyer will have the ability to purchase a home in Milpitas at one of the various developments throughout the City.

Actions planned to reduce lead-based paint hazards

The County of Santa Clara has received funding from the State's Department of Health Service and the Federal Government for the Center for Disease Control to implement a Childhood Lead Poisoning Prevention Program. The funded programs include community outreach screens, case management, and public education to inform low-to-moderate income and older communities. The project will then follow up with environmental testing, lead-based education, blood-lead testing for children, hazard reduction grants, and follow up with monitoring and testing.

Milpitas has adopted a Lead-Based Paint Management Plan which complies with HUD-Based Paint regulations, which outlines the required states of abatement and remediation for rehabilitation projects. In addition, the City publicizes and identifies lead-based hazards and older residential projects through its Code Enforcement Division and Building Department.

Home rehabilitation projects that are federally funded also require testing for lead-based paints. Residential structures not meeting lead-based paint regulations will go through the process of abatement and remediation of lead-based hazards.

Actions planned to reduce the number of poverty-level families

The City of Milpitas will follow these actions:

- Work with non-profit housing developers to fund and provide more affordable housing opportunities to address the housing crisis and needs of very low and low-income households.
- Provide funding and supportive services to prevent very low-income people and families from becoming homeless and assist them in ending the cycle of homelessness. Programs such as the Rent Relief Program and the Workforce Housing Rental Assistance Program (WHRAP) help poverty-level families stay housed.
- Provide funding for a variety of services and referrals to assist people in obtaining access to public assistance to prevent poverty. This is typically done through funding various non-profit organizations.

Actions planned to develop institutional structure

The City is working to strengthen collaboration between government agencies and the private sector, aiming to combine efforts and resources and generate new funding for community services and affordable housing. Key collaborative initiatives include:

- Regular monthly meetings among entitlement jurisdictions through the CDBG Coordinators Meeting and the Regional Housing Working Group
- Joint jurisdiction Requests for Proposals and shared project review committees
- Coordinated project management for initiatives funded by multiple jurisdictions.

Actions planned to enhance coordination between public and private housing and social service agencies

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as the County and the CoC. To improve intergovernmental and private sector cooperation, the City will continue to participate with other local jurisdictions and developers in sharing information and resources.

Discussion:

See discussion above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0

DRAFT

	Applicant	Activity	Applicant Request	CDBG FY25-26	CDBG FY26-27 Entitlement	CDBG Program Income (RLF)	Prior Year Unused Funding	Total Funding
					538,212.00	**294,687.64**	**116,072.35**	**948,971.99**
Public Services (15% Cap)	**Catholic Charities**	Long-Term Ombudsman Program (LTCOP)	11,000.00	11,000.00	$11,000.00	$1,531.00	$0.00	$12,531.00
	Child Advocates of Silicon Valley	Advocacy Program for Foster Youth in Milpitas	15,000.00	11,000.00	$14,683.80	$1,531.00	$0.00	$16,214.80
	Next Door Solutions to Domestic Violence	Social Services for Survivors of Domestic Violence	13,000.00	12,250.00	$13,000.00	$1,531.00	$0.00	$14,531.00
	Project Sentinel	Tenant-Landlord Counseling & Fair Housing	25,000.00	15,968.89	$0.00	$26,536.93	$0.00	$26,536.93
	Senior Adults Legal Assistance	Legal Assistance to Seniors	15,000.00	11,000.00	$15,000.00	$1,531.00	$0.00	$16,531.00
	Silicon Valley Independent Living Center	Housing Services for People with Disabilities	16,048.00	11,000.00	$16,048.00	$1,531.00	$0.00	$17,579.00
	Sourcewise	Sourcewise Meals on Wheels	11,000.00	11,000.00	$11,000.00	$1,531.00	$0.00	$12,531.00
	YWCA	Domestic Violence Support Services	18,000.00	12,250.00	$0.00	$19,531.00	$0.00	$19,531.00
	Subtotal		**$124,048.00**	**$95,468.89**	**$80,731.80**	**$55,253.93**	**$0.00**	**$135,985.73**
Economic Development (No Cap)	**City of Milpitas**	Microenterprise Assistance Program	160,000.00	373,581.36	64,226.52	$95,773.48	$101,683.63	$261,683.63
	Upwards	Home Childcare Provider Technical Assistance	64,000.00	0.00	$0.00	$0.00	$0.00	$0.00
	Subtotal		**$224,000.00**	**$0.00**	**$64,226.52**	**$95,773.48**	**$101,683.63**	**$261,683.63**
Capital (No Cap)	**Rebuilding Together**	Critical Home Repairs	216,000.00	385,000.00	200,000.00	$0.00	$0.00	$200,000.00
	Terrace Gardens	Fire Panel Repairs	150,000.00	0.00	0.00	$143,660.23	$0.00	$143,660.23
	Terrace Gardens	Emergency Pull Cord Repairs	100,000.00	0.00	85,611.28	$0.00	$14,388.72	$100,000.00
	Subtotal		**$466,000.00**	**$385,000.00**	**$285,611.28**	**$143,660.23**	**$14,388.72**	**$443,660.23**
Program Admin (20% Cap)	**Program Administration**	CDBG Administration	0.00	111,074.80	$107,642.40	$0.00	$0.00	$107,642.40
	Subtotal		**0.00**	**$111,074.80**	**$107,642.40**	**$0.00**	**$0.00**	**$107,642.40**
	Totals		**814,048.00**	$591,543.69	**$538,212.00**	**$294,687.64**	**$116,072.35**	**$948,971.99**

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Approving a Site Development Permit, Vesting Tentative Map, Density Bonus Permit, and Environmental Assessment for 134 Townhome Condominiums and one Clubhouse Amenity Building at 600 Valley Way (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**
Category:	Public Hearings-Community Development
Meeting Date:	6/16/2026
Recommendation:	(1) Consider the Project to be categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15162 (Subsequent EIRs and Negative Declarations) and 15182 (Residential Projects Pursuant to a Specific Plan); and (2) Adopt a Resolution approving Site Development Permit No. SD24-0005, Vesting Tentative Map No. MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003, subject to the Conditions of Approval.

BACKGROUND:

In 2021, the City initiated an update to the Milpitas Midtown Specific Plan, originally adopted by City Council in 2002 and updated in 2010 to maximize land use, transportation, and economic opportunities along the City's historic Main Street and to energize and catalyze mixed-use, transit-oriented development in the Midtown area, also known as the "heart" of Milpitas. The update included renaming the Midtown Specific Plan to "Milpitas Gateway-Main Street Specific Plan" (MGSP).

The MGSP established new zoning districts to achieve the plan's vision, strategies, and policies by providing clear but flexible development standards to facilitate redevelopment. The update also included a change to the MGSP area boundaries to annex several areas that would benefit from inclusion into the MGSP. On October 28, 2025, the City Council adopted the MGSP and certified the associated Subsequent Environmental Impact Report, including Specific Plan Amendment No. SP20-0002, Zoning Text and Map Amendment No. ZA25-0002 (with Ordinance No. 38.859 first introduced on this date and adopted at a second reading by the City Council on November 18, 2025), and General Plan Amendment No. GP25-0002.

On January 7, 2026, The Sobrato Organization "Sobrato" (Property Owner/Applicant) submitted a preliminary application pursuant to California SB 330 (Housing Crisis Act of 2019) requesting a Site Development Permit, Vesting Tentative Map, Density Bonus Permit, and Environmental Assessment to redevelop the site into a 134-unit townhome condominium subdivision with a clubhouse building, landscaping, and associated site improvements on a 7.22-acre site located in the Gateway Mixed-Use (GW-MU) Zoning District of the MGSP area at 600 Valley Way (the "Project")[1]. On March 20, 2026, Sobrato submitted a formal application within the required SB 330 submittal timelines for the same townhome housing development. The Project site was previously identified as a Rezone Site for future housing under the City's 2023-2031 Housing Element Update, certified by the California Department of Housing and Community Development (HCD) in 2023.

The following is a summary of the Applicant's entitlements:

1. Site Development Permit No. SD24-0005: To allow the development of 24 multi-family buildings, up to

[1] The Applicant originally submitted for the proposed Project's entitlements on November 18, 2024, which required the submittal of a General Plan Amendment (GPA) and Zoning Amendment (ZA) at the time to begin early inter-departmental review of the Project. After the MGSP was formally adopted in late Fall 2025, the GPA and ZA request were deemed void. The Applicant shortly thereafter invoked SB 330 in early January 2026, starting new formal timelines for the requested Project entitlements.

three stories in height, with up to 134 residential units and a one-story clubhouse amenity building on the 7.22-acre site per MMC XIII-D.4.020 (Site Development Permits); and

2. Vesting Tentative Map No. MT24-0002: To combine three lots into one lot, establish 134 residential condominium spaces, related common areas, and associated easements per MMC Section XI-1-4.00 (Filing and Approval of Tentative Map); and

3. Density Bonus Permit No. DB24-0001: To ensure compliance with State Density Bonus Law and the Project's eligibility for certain waivers and one concession under State Density Bonus Law. See MMC Sections XIII-C.12.010 et seq. (Density Bonus for Affordable Housing Developments).

In addition to the above entitlements, the City prepared Environmental Assessment No. EA24-0003 with a Project-specific Environmental Checklist (Attachment B) to establish California Environmental Quality Act (CEQA) compliance to consider the Project's CEQA exemption pursuant to its conformance with the Gateway-Main Street Specific Plan Subsequent Environmental Impact Report (EIR) (SCH No. 2024070432) in accordance with CEQA Guidelines Sections 15162 (Subsequent EIRs and Negative Declarations) and 15182 (Projects Pursuant to a Specific Plan). The supporting technical studies for this document are included as Attachment C.

California Senate Bill 330 (SB 330) is a statewide bill intended to reduce the time to approve housing developments in California. It became effective on January 1, 2020, and Senate Bill 8 (SB 8) recently extended the Act through January 1, 2030. Under SB 330, eligible projects receive enhanced streamlining and vesting opportunities by filing a preliminary application.

Through the Housing Accountability Act, the state requires a local jurisdiction to approve housing consistent with applicable, objective land use standards. Under the State Density Bonus Law, the state also requires a local jurisdiction to approve waivers and concessions for projects that meet certain affordability requirements. Consistent with state law, planning staff have determined that the Project is consistent with applicable, objective design standards and qualifies for certain waivers, incentives, or concessions under the State Density Bonus Law. As provided under SB 330, a local government agency can deny an eligible housing project only if there is strong evidence that denial is the only way to avoid an adverse impact on public health and safety.

On May 27, 2026, the Planning Commission (PC) held a public hearing to consider the proposed Project. After receiving a presentation from staff, hearing from the Applicant and the public, the PC closed the public hearing and voted 4-0, with three Commissioners absent, recommending that the Milpitas City Council approve the Project with the adoption of Resolution No. 26-009 with a clerical revision to Condition of Approval 76. Copies of the Project's PC staff report, resolution, and meeting minutes are included as Attachments D, E, and J, respectively.

Based on public comments received during the hearing and as detailed in the PC meeting minutes, the Planning Commission also made a separate motion to include three recommendations forwarded to the City Council, including:

1) The Applicant work with staff and provide additional information demonstrating why the proposed trash enclosure location is necessary and whether alternative locations would physically preclude development at the density permitted under State Density Bonus Law;
2) The Applicant work with the Public Works Department regarding evaluation of the four trees discussed during the public hearing and determine whether removal or relocation is feasible and consistent with City requirements; and
3) The Applicant continue coordinating with City staff and the City Attorney's Office regarding the three proposed Conditions of Approval revisions not recommended by staff and provide any additional factual basis or supporting information prior to City Council consideration.

Subsequently, the Applicant actively worked with neighboring property owner and City staff on the three aforementioned PC recommendations and has (1) provided additional detailed documentation and analysis for how the proposed trash enclosure location cannot be feasibly moved to another alternative location such as the west or south property lines due to a PG&E easement along both sides and a potential relocation to the northwest corner of the lot would still be adjacent to other single-family residences to the north, (2) met with the

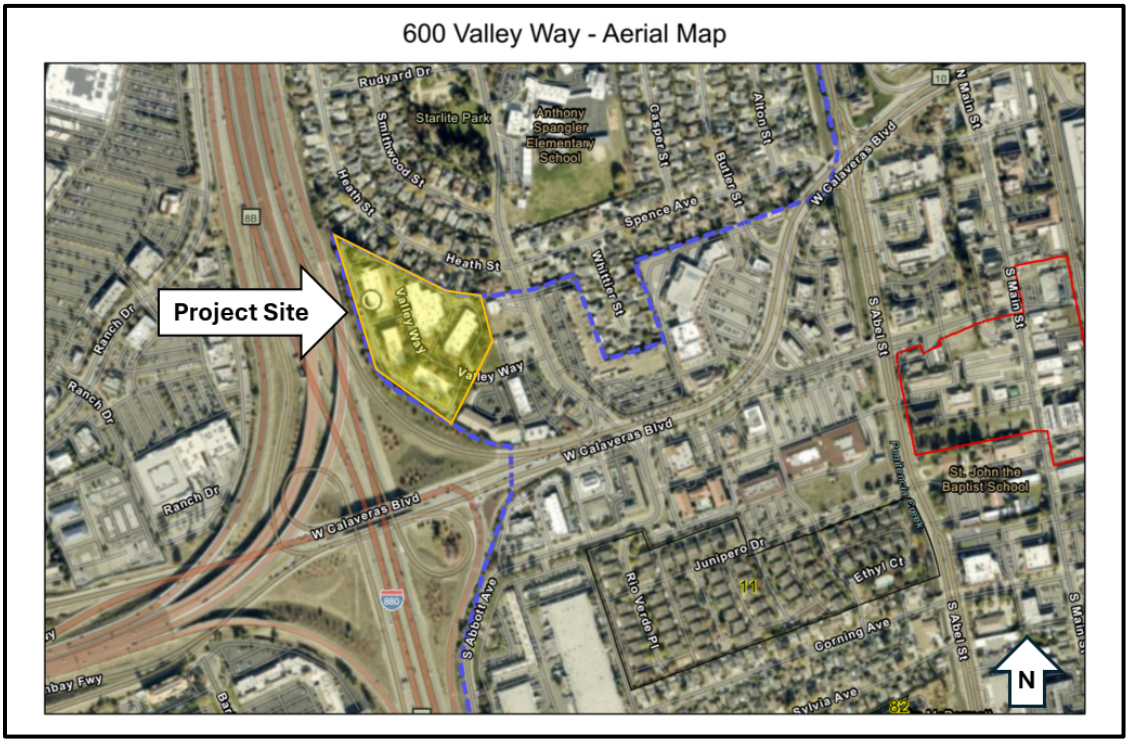
adjacent property owner on potential alternatives to the tree concerns and the Applicant has revised the proposed tree planting plan to remove three out of the four trees with one tree retained in a location the adjacent property owner discussed could be kept and replaced the tree species to Magnolia from Sycamore in the same area, with the Applicant revising applicable landscaping sheets to reflect these changes and worked with the Public Works Department to receive issuance of the Project's Tree Removal Permit on June 11, 2026, and (3) coordinated with the City Attorney's Office and have included additional language on compliance with State laws in the beginning of the Conditions of Approval (COA) (Exhibit 1 of Attachment A) and have agreed upon modifications to COA #12, Indemnification, and have removed the third revision request to COA #104, Water Supply and Force Majeure. The Applicant has provided a response letter detailing the above summary including diagrams and e-mail correspondence with the Public Works Department (Attachment K), and provided a follow-up letter from the Applicant's legal firm in response to discussion items from the PC hearing further substantiating the Project's protections under state housing law and SDBL waivers (Attachment L).

ANALYSIS:

Project Location

The Project site is generally flat on a 7.22-acre site located west of Valley Way at the end of a cul-de-sac and south of Heath Street. Interstate Highway 880 (I-880) abuts the site to the west, an existing single-family residential neighborhood is located to the north, and a mix of retail and commercial uses are to the south and east. The Project site is located within the Gateway District within the northwest boundary of the MGSP and is zoned Gateway-Mixed Use (GW-MU) with neighboring parcels south and east also zoned GW-MU. The parcels north of the Project site are not within the MGSP and are zoned single-family residential. An aerial map of the Project site location is shown on Map 1 below.

Map 1 – Project Location



Existing Condition and Project Context

The site currently has five existing one- to two-story buildings and surface parking lots that were constructed in the 1970s by Sobrato and leased spaces to various non-profit organizations. Sobrato recognized the site was suitable for redevelopment as the existing condition of the buildings were deteriorating and the buildings had a low occupancy rate. Tenants also shifted to a telecommuting policy during the global COVID-19 pandemic which further reduced the active use of the buildings in the early 2020s. As the City initiated the MGSP in 2021, Sobrato expressed interest to the City in redeveloping the site with housing and was subsequently identified in the City's 2023-2031 Housing Element Update as a Rezone Site.

If the Project's entitlement requests receive final approval by the City Council, the Applicant will be required to separately obtain from the Office of Building Safety a demolition permit to allow for demolition of all existing structures, and a building permit to allow for construction of the Project. In anticipation of the redevelopment of the site, Sobrato conducted extensive voluntary outreach over the years to all existing nonprofit tenants to assist in relocation, including meetings, surveys, grants, and options to move into another Sobrato non-profit center in various other nearby South Bay locations. All tenants were vacated by the end of 2025 in anticipation of construction of the proposed Project with demolition potentially occurring in the latter half of 2026.

Project Overview

The Sobrato Organization "Sobrato" (Property Owner/Applicant), submitted a formal SB 330 application in March 2026 for a Site Development Permit, Vesting Tentative Map, Density Bonus Permit, and Environmental Assessment to allow the development of a 134-unit townhome condominium subdivision, comprised of 24 multi-family buildings up to 38-feet in height (three stories) (up to a maximum height of 45-feet to the top of the highest architectural element used as a ladder roof access tower for maintenance only) with a one-story, 2,182-square foot clubhouse, landscaping, and associated site improvements including private alleyways and outdoor amenity spaces on a 7.22-acre site located at 600 Valley Way (APNs 222-80-022, -024, -025) in the MGSP area. The Project's vesting tentative map application for a major subdivision would combine three lots into one irregular-shaped lot for the condominium units, private streets, related common areas, easements, and other shared site improvements to support the future residents.

The proposed townhomes consist of three (3) unit types, ranging from approximately 1,326 to 2,013-square feet of habitable space, each with a three-bed/three-bath or four-bed/four-bath configuration including an attached two-car private garage in tandem or zipper (side-by-side) parking for each unit. The Project provides a total of 328 vehicle parking spaces (268 spaces within a garage, 60 guest onsite surface parking spaces). In total, the proposed Project will provide approximately 307,102-gross square feet of new residential development.

The one-story clubhouse will be located near the center of the site, serving as the community hub providing a space for gatherings and a management office. New pedestrian walkways, paseos, alleyways, and streets would provide access within the Project site to the proposed townhomes. The Project proposes other site and mobility improvements required in the MGSP to improve neighborhood connections between communities and reduce barriers. A centrally located open space spine will serve as the Project's main connecting publicly accessible pedestrian paseo and would provide connectivity to the adjacent single-family residential neighborhood to the north and nearby commercial areas through the Project site as a future "greenway" connection as required in the MGSP for the site.

20 of the 134 units will be reserved for moderate-income households in conformance with the City's Affordable Housing Ordinance (AHO). The Project qualifies for concessions, waivers, and parking reductions under the State Density Bonus Law (SDBL). Additional details of the Project's design and compliance with the AHO, SDBL, and other applicable regulations are detailed in the upcoming sections of the agenda report.

Milpitas General Plan 2040

The General Plan designation for the Project site is Milpitas Gateway-Main St. Specific Plan (MGSP). The proposed Project is in conformance with the applicable policies and standards in the City's General Plan, as outlined in Table 1.

Table 1: General Plan Consistency

Policy	Conformance
Policy 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*	**Consistent.** The Project will provide 134 new three- to four-bedroom for sale townhome condominiums in three (3) unit type floor plans with modern design elements such as including a minimum of three bathrooms and private balconies in each unit. The Project will

Policy	Conformance
Milpitas.	also provide housing opportunities with those with special needs by providing at least 10 percent of the total units (14 units) as accessible (ADA) units. Additionally, 20 of the residential units will be reserved for moderate-income households in compliance with the City's AHO.
Policy 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 MGSP establishes four new zoning districts to align with the development goals of the MGSP's four focus areas and incentivize redevelopment. The Project site is within one of the identified focus areas in the Gateway Mixed-Use (GW-MU) Zoning District and was evaluated and designed in conformance to the MGSP's land uses, zoning, and development standards including meeting the majority of the site's main standards shown for MGSP Figure 3-6, Gateway District Regulating Plan for the Project site area. The Project requests minor deviations to some subsections of these standards using the State Density Bonus Law.
Policy LU 5-1: *Require new development and redevelopment to be compatible, complementary and, where appropriate, well integrated with existing residential areas. Integrate new largescale development projects into the fabric of the existing community rather than allowing projects to be insular and self-contained, walled off, or physically divided from surrounding uses. Improve connectivity between neighborhoods and services with new development. Tie circulation systems and open spaces into existing streets and open spaces. Reduce unnecessary barriers and improve connections between neighborhoods and services by retrofitting existing development over time as area improvements or redevelopment occurs.*	**Consistent.** The Project, as proposed, is well integrated with the existing residential, commercial, and mixed-use developments. The overall scale, bulk, and height of the Project is compatible with the existing one- to two-story single-family residences to the north. Although the GW-MU zoning district allows for buildings with a maximum of up to 5-stories and 65-feet in height, the Project is proposing all 24 residential buildings to be a maximum of three-stories (up to a roof height of 38-feet to 45-feet to the top of an architectural element). Additionally, the Project was designed to meet the MGSP requirement for a new greenway connection described as the "central open spine" in the Project Description. This new greenway will provide a new publicly accessible pathway from Valley Way to Health Street to integrate the new development with existing neighborhoods and reduce existing physical barriers between the commercial and residential areas. Furthermore, the proposed Project will also tie circulation systems and open spaces into existing streets and open spaces by providing a new internal circulation system within the development along with the greenway which will lead to the three pocket parks and

Policy	Conformance
	clubhouse amenity building, and will include on and offsite public improvements.
Policy 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 height standards by proposing one, single-story clubhouse building and 24 residential buildings that are three stories each, up to 38-feet in height to the top of roof and up to a maximum of 45-feet to the top of an architectural element in the GW-MU zoning district, which allows a maximum height of 65-feet and 5-stories.

Milpitas Gateway-Main Street Specific Plan (MGSP)
The MGSP vision and strategies are organized into (4) focus areas or districts: (1) Crossroads (2) Main Street, (3) Gateway, and (4) Abbott. The MGSP is envisioned as a group of neighborhoods that together create a complete community and center for Milpitas. New Infill housing and mixed-use development will be paired with complete streets, new urban open spaces, and placemaking to distinguish the MGSP area as a walkable and bike-friendly urban community.

The Project site is within the Gateway District, one of the MGSP's four focus areas and the proposed Project supports the purpose and intent of this district. The Project also complies with an MGSP Guiding Principle to integrate a mix of housing types, scales, and affordability and the Gateway District Vision for a highly visible community commercial node along Calaveras Boulevard with neighborhood-scale residential development north of Calaveras Boulevard. The Project, which will redevelop an underutilized site, will provide 134, three-story condominium townhomes and a one-story clubhouse with other open space amenities for all ages. Additionally, 20 of the 134 townhomes will be reserved for moderate-income affordable units. Improvements include the on- and off-site public improvements such as constructing new sidewalks and reconstructing existing City sidewalks, including infilling sidewalk gaps along the Valley Way cul-de-sac, roadway resurfacing, and constructing a new internal circulation network with new native landscaping and tree lined pedestrian pathways built to modern code requirements. Furthermore, the Project will introduce more residents to the immediate area who may utilize and support local business operations at nearby retail stores and commercial shopping centers.

Milpitas Zoning Ordinance
The Project site is located in the Gateway Mixed-Use (GW-MU) Zoning District within the MGSP. Per the Zoning Ordinance, the GW-MU Zoning District supports a freeway and commercial corridor service orientation along Calaveras Boulevard and I-880, transitioning to a neighborhood-oriented residential focus to the north, and a commercial/mixed-use focus adjacent to Crossroads Mixed-Use. Development shall comply with the standards of MGSP Section 3.7.3, Gateway District, including MGSP Figure 3-6, Gateway District Regulating Plan.

Table 2 describes the proposed Project's conformance or consistency with the development standards in the Zoning Ordinance for the MGSP GW-MU Zoning District. MGSP Chapter 4 includes specific objective design standards tailored to the plan area (MGSP ODS) to provide criteria for site planning, urban form, building design, and pedestrian-level design.

Where the Project is not in compliance with any of the aforementioned standards, the State Density Bonus Law (SDBL) requires the City to grant appropriate concessions, waivers, and parking reductions for qualifying projects, as further described in Table 3.

Table 2: Summary of MGSP GW-MU Zoning District Development Standards

Development Standard	(GW-MU) Required	Proposed	Conformance
Density	18-65 du/ac	19 du/ac; 134 units total	Yes
Floor Area Ratio	2.0 (Max.)	0.98 FAR	Yes
Front Yard Setback (Min. – Max.) Valley Way	5 ft. (min.) - 12 ft. (max.)	Four Proposed Buildings #16, 18, 22 and 24 front Valley Way. All four meet minimum 5-ft. front setback; three exceed 12-ft. maximum front yard setback as follows: Bldg. 16: 15'-5" ft., Bldg. 18: 13'-5" ft., Bldg. 24: 14'-3" ft.	Yes, with approval of a SDBL waiver for max. front yard setback for three (3) buildings
Interior Side Yard Setback (East Side)	0 ft. (min.)	10'-3" to 13'-6"	Yes
Interior Side Setback Adjacent to Single-Family Residential	10 feet; also see MGSP Section 4.1.3 A	6' (Trash Enclosure) 28'-5" to 38' (Townhomes on North Side)	Yes, with approval of a SDBL waiver for the side setback for the trash enclosure
Interior Rear Yard Setback Along Freeway Edge	MGSP Section 4.1.3(B): Min. 60 feet from edge of freeway right-of-way	99'-2" to 144'	Yes
Height (Max.)	65 ft. and five (5) stories	38 ft. to top of roof (45 ft. max to tallest architectural feature), three (3) stories	Yes
Common Outdoor Open Space	6+ units requires minimum 60 S.F/unit Minimum area for common open space shall be 1,000 S.F., with a min. dimension of 40 ft. x 25 ft.	The proposed Project incorporates several outdoor amenity areas including but not limited to bocce ball court, turf activity areas for open lawn and play areas, native landscaping, trellises, and picnic tables. Total Required: 8,040 S.F. Total Provided: 9,974 S.F.	Yes

Development Standard	(GW-MU) Required	Proposed	Conformance
Private Open Space	6+ units require minimum 40 S.F./unit Minimum dimension of 5-feet in all directions	Each unit has a private ground level porch or patio meeting the minimum dimensional and size requirements. Some units also have a private upper deck. Total Required: 5,360 S.F. Total Provided: 13,967 S.F.	Yes
Vehicle Parking (Min.)	Off-street parking: 1.5 spaces per unit; plus 1.0 guest parking space per 3 units	Total Required: Off-street parking - 201 stalls (1.5 spaces x 134 units); Guest parking 45 stalls (134 units/1 guest stall per 3 units) Total Provided: 268 stalls (2 private spaces per unit in each garage); 60 guest parking stalls	Yes
Bicycle Parking	0.5 spaces per unit	Total Required: 134 units x 0.5 bicycle stalls per unit = 67 bicycle stalls Total Provided: 134 long-term indoor bicycle parking stalls (one in each unit's garage), 12 short-term outdoor bicycle stalls	Yes

In addition to meeting the standards outlined above, the Project is consistent with most of the applicable MGSP ODS criteria, some of which directly refer to a standard from the City ODS or ZO. Attachments G and H provide a detailed compliance matrix of all MGSP ODS and City ODS requirements with the associated SDBL letter request explaining why relief to some standards are needed.

Objective Design Standards

The City adopted its Residential and Mixed-Use Objective Design Standards (ODS) on November 1, 2022, 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 is classified as a Large project type and a "Medium" building type. While full 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 Applicant is not seeking ministerial review and invoked SB 330, the proposed Project was required to demonstrate compliance with all MGSP ODS as well as complying or meeting the intent of all City ODS. Refer to Attachment H for the Project's compliance analysis, which demonstrates the Project is consistent or meets the intent with most of the applicable MGSP ODS and City ODS. In conclusion, the Project is considered compliant because it conforms or meets the intent of all applicable ODS standards, other than those that the Applicant has requested to use a concession or waiver per the SDBL, as detailed in the following section.

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 a certain minimum percentage of total units as below-market rate units at lower or moderate-income levels as identified in the SDBL 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*.

The proposed Project qualifies for waivers and one concession under SDBL because more than 10 percent of total units will be reserved as affordable units for moderate-income households. Table 3 below lists the request for one (1) concession and 10 waivers for the proposed Project, as detailed in the Applicant's SDBL Letter (Attachment G) and MGSP/ODS Compliance Matrix (Attachment H).

Table 3: State Density Bonus – Proposed Project Concessions, Waivers, and Incentives

SDBL Waiver/Concession	Regulating Objective Development Standard Subsection
Concession #1	ODS Section 5.3.1 – Fenestration Design – 2-inch Recessed Windows
Waiver #1	MGSP Section 3.7.3 - Max. Front Setback
Waiver #2	MGSP Section 3.7.3 - Interior Side Setback Adj. to Single-Family Residential for Trash Enclosure
Waiver #3	MGSP Section 3.7.3(1)(a) - Min. 60% Building Frontage
Waiver #4	MGSP Section 4.1.3(B)(1) - Adjacent to Freeways – Double Row of Trees
Waiver #5	MGSP Section 5.3.9 - Future Service Alleys
Waiver #6	ODS Section 3.9.1.3 – Planting (Spacing of Trees/Shrubs)
Waiver #7	ODS Section 3.9.3.3 - Adjacent to Freeways – Double Row of Trees
Waiver #8	ODS Section 4.1.3.6 - Open Space Quality – Min. of 40-ft in width and depth
Waiver #9	ZO Section C.2.120 - Refuge and Recycling Areas – E.6 Enclosures – Location
Waiver #10	ZO Section C.6.080.D - Size and Dimensions of Parking Spaces – Parallel Parking Spaces and Dimensions for Guest Parking

The Applicant's SDBL requests are summarized below. The Project's proposed plan set for the requested entitlements were reviewed by the City's Building, Fire, Engineering, and Planning Departments and did not identify any specific, adverse health and safety impacts for the SDBL requests.

- Concession #1 is requested by the Applicant regarding the ODS Section 5.3.1 requirement for the fenestration design of windows to all be recessed a minimum of 2-inches. The Project proposes to include the 2-inch recessed windows along the residential building elevations fronting the main entryway to the units via publicly accessible pathways and open space areas only, and requests a relief to the requirement for elevations facing private alleyways as full compliance would add significant construction costs. The Applicant has identified an actual cost reduction the Project will need to ensure financial feasibility to construct the Project and provide for the affordable units, with estimated construction costs to be approximately $620 per recessed window with over 1,000 windows potentially subject to this requirement.
- Waivers #1 and #3 are requested as the City's MMC requirements for a new subdivision will require the dedication of new 10-ft. Public Utility Easement (PUE) along the front setback along the Valley Way cul-de-sac, which prohibits permanent physical structures being constructed within the PUE. Three buildings along the front will exceed the maximum front yard setback of 12-ft. by a minor range of 1.5-3.5-ft. and will not be able to meet the minimum 60 percent building frontage requirements due to the angle the buildings are oriented and placed as the lot is irregularly-shaped and along a cul-de-sac frontage.
- Waivers #2 and #9 involve the proposed interior yard setback and location of the proposed trash enclosure by the northeast corner of the Project site. The proposed trash enclosure will be setback 6-ft. from the side interior property line instead of the required 10-ft. Due to site constraints, the Applicant was unable to find

another feasible location for the trash enclosure to be located further away from the existing single-family residences to the north without a reduction in Project density.

- Waivers #4 and #7 refer to a request for relief to the same standard, as the MGSP ODS subsection directly cites the need to comply with ODS Section 3.9.3.3 regarding the requirement to plant a double row of trees adjacent to a freeway. Due to an existing PG&E overhead powerline easement along the western edge of the Project site next to Interstate Highway 880, the Applicant confirmed with PG&E via email correspondence that no trees are allowed to be greater than 2-ft. tall in this easement, thereby making implementation of this standard infeasible. PG&E also indicated the Applicant will not be required to underground existing PG&E utilities.
- Waiver #5: The proposed Project requests a waiver for an alternative private two-way alley design. MGSP Figure 5-14 requires a 35-ft. wide alley with a 25-ft. right-of-way (ROW) and a 5-ft. setback on both sides, and the Project proposes a 34-ft. wide alley, consisting of a 26-ft. wide right-of-way (ROW) with 4-ft. setbacks on both sides.
- Waiver #6 involves a relief request from ODS requirements on detailed spacing requirements for planting new trees and shrubs along shared property lines and side/rear setbacks. The Project will exceed the number of required new trees to be planted onsite via Tree Removal Permit No. TR24-0018 but cannot meet all spacing and distancing requirements due to site constraints, and is partially related to Waivers #4 and #7 as no trees will be able to be planted along the rear setback of the property adjacent to I-880 due to an existing PG&E overhead powerline easement.
- Waiver #9: The Applicant requests a waiver from ODS Section 4.1.3.6 as the Project's design was unable to have one common space area meeting the minimum dimension of 40 ft. by 40 ft. due to site constraints but will still meet all other MGSP requirements for private and common open space.
- Waiver #10: The Project requests a waiver from the Zoning Ordinance requirement for minimum parallel parking stall dimensions (10' wide by 22' depth). The Project proposes outdoor surface parking stalls along alleys that are approximately 9'wide by 20-22' depth.

Affordable Housing Ordinance

The City's Affordable Housing Ordinance (AHO) applies to all new residential development projects of ten units or more designed and intended for permanent occupancy. Pursuant to MMC Section XII-1-3.00 of the City's Affordable Housing Ordinance (AHO), the Applicant must reserve fifteen percent (15%) of the total number of dwelling units within the development as affordable units, resulting in 20.1 units for the Project. The Applicant proposes to meet the City's affordable housing requirement by reserving 20 of the 134 units on-site for moderate-income households. However, the AHO states if the 15% 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 the remainder of the fractional unit or provide another BMR unit. The Applicant will pay for the remaining 0.1 fractional in-lieu payment calculated at the time of building permit issuance.

The City's Office of Housing reviewed the proposed Project for compliance with the City's AHO, and has included conditions of approval for the Applicant to complete post-entitlement during the building permit review phase, including executing an agreement imposing appropriate ownership controls on the affordable units and payment of the in-lieu fee for the fractional unit of the 15 percent calculation. The Applicant has agreed to distribute the 20 BMR units between the three-unit types as shown in Table 4 with eight BMR units of Unit Types 1 and 2 and four BMR units of Unit Type 3. Refer to Sheet G-007 of the Project Plans (Attachment F) for the proposed BMR distribution placement among the 24 residential buildings.

Table 4: Proposed Project Unit Type and Affordable Unit Distribution

Unit Type	Total S.F. Per Unit	Moderate BMR Units*	Market Rate Units	Total Units (% Unit Mix)
Unit Type 1 (3 bed/3 bath)	1,326 S.F. Habitable Space with 477 S.F. Private Tandem Garage Total Net S.F.: 1,803	8	47	55 Units (41%)
Unit Type 2 (3 bed/3 bath)	1,710 S.F. Habitable Space with 442 S.F. Private Side by Side Garage Total Net S.F.: 2,152	8	47	55 Units (41%)
Unit Type 3 (4 bed/4 bath)	2,013 S.F. Habitable Space with 449 S.F. Private Side by Side Garage Total Net S.F.: 2,462	4	20	24 Units (18%)

* Required Affordable Unit Type Distribution per City's Affordable Housing Ordinance.

Housing Element and No Net Loss Law

While the Project with its proposed 134 units would result in fewer units to be built on the Project site than the potential maximum site capacity anticipated in the Housing Element Sites Inventory (202 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. The Milpitas 2023-2031 Housing Element identified a total capacity of 9,397 units, which exceeds Milpitas' RHNA obligation of 6,713 units by 2,684 units. Although the Project would result in the loss of 68 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 each income category. Moreover, any reduction of units was appropriately considered during the City's approval of the Gateway-Main Street Specific Plan, the City at that time made all required findings for the adoption of the applicable zoning, including those findings required by the No Net Loss Law, and no further findings are required at this time. Those findings and analysis are incorporated herein by this reference.

Subdivision Ordinance

The Project's form, content, and dedications of the proposed tentative map have been reviewed by the City's Public Works Land Development Division and deemed consistent with the provisions of MMC Section XI-1-4 (Tentative Maps), as outlined in Planning Commission Resolution No. 26-009 and the attached City Council Resolution for the Project. Tentative Maps require approval by Resolution by the Planning Commission that recommends final approval or denial by the City Council.

Site & Architectural Design

The Project's design concept for the future residential development includes a modern Spanish architectural theme. The design of buildings incorporates varied rooflines, balconies, and projections to add visual interest, and will include a mix of window sizes, decorative trim, and roof overhangs including awnings and Juliet balconies to further reinforce the architectural style.

The overall color scheme will remain neutral and earth-toned and complements the architectural theme. The Project's modern Spanish architectural design includes tile roofs in two colors, stucco finishes with natural paint colors and darker balconies and trims, and entry and garage doors with wood-like finishes.

Elevations and renderings of the proposed Project are included in the Project Plans (Attachment F). The front of each entry unit along the publicly accessible pathways will also include a wood trellis with new landscaping and trees planted along both sides of the new walkways to enhance the pedestrian experience and streetscape design.

Tree Removal and Landscaping

The Project includes removal of 115 ordinance-sized trees and the removal of 16 smaller non-ordinance sized trees, shrubs, and other vegetation from the site and will retain seven onsite ordinance-sized trees. Pursuant to MMC Title X, Chapter 2 (Tree Maintenance and Protection), the Project must plant a minimum of two replacement trees for every one ordinance sized tree that is removed, and requires approval of a Tree Removal Permit and appropriate mitigation (i.e., replacement trees) under the purview of the City's Public Works Department at an administrative staff level approval. Information about the Tree Removal Permit and tree planting plan have been provided for transparency but are not under the review authority purview of the City Council. The Project's Tree Removal Permit No. 24-0018 was issued by the Public Works Department on June 11, 2026. The Project will plant 338 new trees on the same site to increase the overall site canopy, with species chosen from the City's MGSP and ODS recommended lists. Seven (7) ordinance sized-trees will be retained onsite, bringing the total number of proposed onsite trees to 345. Any proposed revisions to the total new tree count and associated tree planting plan will require a new evaluation and issuance of a subsequent Tree Removal Permit by the Public Works Department. Additional new landscaping improvements to complement the new tree planting include installation of various native and drought-tolerant plants with a collection of shrubs, grasses, perennials, and groundcovers with a new efficient irrigation system is detailed in the landscaping sheets of the Project Plans (Attachment F).

Private and Common Outdoor Open Space

Per the MGSP, private development with over six units requires private open space with a minimum of 40-square feet per unit and must have a minimum dimension of 5-feet in all directions. The Project proposes each unit with its own private ground level porch or patio meeting the minimum dimensional and size requirements, with some units also having a private upper balcony deck. The proposed Project will exceed the private open space requirements of 5,360-square feet by providing a total of 13,967-square feet of open space (12,501-square feet within private patios/porches and 1,466-square feet in upper decks).

The MGSP requires common outdoor open space for the Project to be a minimum of 60-square feet per unit, with the minimum area of 1,000-square feet and having a dimension of at least 40-feet by 25-feet. The proposed Project requires a total of 8,040-square feet and will provide approximately 9,974-square feet of code compliant common open space, with three common outdoor open space pocket parks located along the greenway path with various amenities.

The common open space areas will be publicly accessible but will be privately owned and maintained by the future residents of the subdivision and are not proposed to be dedicated as public parkland to the City in the subdivision map. Additionally, a small dog park with turf and concrete paving will be provided in the top left corner of the Project site.

Public Parkland Dedication or In-Lieu Payment Requirement

The MGSP requires all new developments to provide 3.5 acres of parkland for every 1,000 persons or payment of park in-lieu fees, as allowed by MMC Section XI-1-9 (*Improvements: Dedication of Land or Payment of Fee or Both, for Recreational Purposes*). The Parkland Fee is based upon the estimated number of persons expected to reside in the development (per U.S. Census definitions) and the estimated value of parkland in the City for the MGSP area per City Council Resolution No. 8437 (currently $2,787,840 per acre).

In the MGSP at least, two (2) of every three and a half (3 ½) acres (57.4%) shall be provided as public parkland. The remaining acreage can be provided as private parkland (42.6%). Estimates from the U.S. Census show 2.49 people will occupy each unit for multi-family developments with 5 units or more. The Project proposes 134 units, resulting in an estimated population of 334 persons and a total parkland requirement of 1.17 acres, equivalent to approximately $3,255,667.43. The Applicant will receive a credit of 0.23 acres out of the maximum 0.5-acre allowance of private parkland they will be providing onsite with the three pocket park areas as described in the aforementioned section. Therefore, the City has determined the Applicant must pay for a total of 0.94 acres, or $2,620,569.60 to satisfy the MGSP parkland requirement. A full analysis for the parkland requirement is demonstrated in Table 5 below.

Table 5: Project MGSP Parkland Requirements Analysis

Sobrato Townhomes Proposed	134
Sobrato Townhomes Population Estimate (2.49 persons/unit per Census)	334 persons
MGSP Parkland Requirement	3.5 acres/1,000 people or equivalent fees-in-lieu
Total Parkland Acreage or In-Lieu Fee Required	1.17 acres / $3,255,667.43
Total Required Amount Satisfied Through Dedicating Public Parkland to the City or Payment of Park-In Lieu Fees (Acreage/Dollars)	1.17 acres x 57.4% = 0.67 acres / $1,867,852.80
Remaining Max. Parkland Acreage Allowed as Private Common Open Space	**1.17 acres x 42.6% = 0.50 acres**
Total Private Common Open Space Proposed in Project	0.23 acres
Project's Net Additional Requirement of Parkland Acreage	0.27 acres
Balance of Parkland Acreage or In-Lieu Fee Due	**(1.17 acres - 0.23 acres) = 0.94 acres / $2,620,569.60**

Access, Circulation, and Parking
The Project has two points of access from the public right-of-way. The first is via a cul-de-sac to Valley Way on the eastern edge of the Project site, which would act as the main ingress/egress to the site. This frontage would contain three driveways on the cul-de-sac bulb and a public sidewalk, which would be rebuilt as part of the Project. The second point of access is via a short segment of Valley Way to the north of the Project site which would act solely as an emergency vehicle access (EVA) point, outfitted with a new driveway and removable bollards. Non-emergency vehicle access to the Project site, such as residents and guests, would be provided from Valley Way at the cu-de-sac and connect to internal private streets.

An internal private street and alley grid will provide access to 134 private residential garages to fit two cars in a tandem or side-by-side configuration with a total of 268 covered vehicle spaces. In addition, 60 guest parking spaces will be provided around the private streets and alleys as uncovered surface parking stalls. Additionally, each unit's private garage provides one long-term bicycle parking space, totaling 134 long-term spaces with 12 short-term bike stalls provided outdoors.

Traffic and Transportation
The City's 2022 Transportation Analysis (TA) Guidelines contains thresholds on assessing when projects may require a Vehicle Miles Traveled (VMT) study pursuant to CEQA and when a separate requirement for a transportation operation analysis (TOA) are needed for projects to address transportation deficiencies and conform to the Santa Clara County Congestion Management Program. A Project-specific VMT study was not required as the Project did not meet the screening thresholds to require a separate report, and was analyzed within build out projections in the MGSP SEIR and as summarized in Section 3.17, Transportation, of the Project's CEQA exemption checklist (Attachment B).

A Project-specific TOA Report (Attachment I) was prepared and reviewed in consultation with the City's Transportation and Traffic Engineering staff demonstrating the Project's anticipated traffic generation can be accommodated by the existing street network. The City's 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 will adequately serve the development.

Utilities and Public Improvements

The Project site is located in an urban area and is currently served by existing utilities, including water, sanitary sewer, storm drainage, electricity, and telecommunications infrastructure. All public utilities will be provided to the Project site with the proposed improvements coordinated under the purview of the City's Engineering Division within the Public Works Department. The proposed Project improvements to infrastructure include new water, sewer, and stormwater mains and laterals. The Applicant will construct new curb, gutter, sidewalk, and driveway approaches along the Valley Way cul-de-sac and will extend the sidewalk along the northside of Valley Way where sidewalks are currently missing to provide complete streets access to N. Abbott Avenue. In addition, the developer will also prepare a photometric plan to be reviewed and approved by the City during the construction plan phase.

Development Impact Fees
The Project was submitted under SB 330 with a preliminary application review period from January 7 to February 6, 2026, and will be subject to the FY 24-25 fee rates unless meeting an exempt fee as detailed in the state law[2]. The Project is subject to the Parkland Impact Fee as shown in Table 5, Public Art Fee as set forth in MMC Section XI-14, affordable housing in-lieu fee as described earlier in this report, and Engineering Division Impact Fees (i.e., utility connection fees and the Calaveras Boulevard Widening Traffic Impact Fee).

POLICY ALTERNATIVES

Alternative 1: Deny the Project.

Pros: A different project with higher density or higher intensity mixed-use development could be proposed at this site in accordance with the GW-MU zoning district standards.

Cons: The existing site will remain vacant and underutilized 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 within the MGSP area. The vision of the Gateway District neighborhood would remain incomplete for the site and the vacated site would remain a blight to the surrounding area. Furthermore, 20 of the 134 units are reserved for below market rate households which would support the affordable housing needs within the region including the City's Regional Housing Needs Allocation (RHNA) and the Project site was identified in 2023 as a Rezone Site for future housing development in the City's 2023-2031 Housing Element.

Reason for Not Recommending: This alternative is not recommended because the proposed Project is consistent with the City's General Plan, MGSP, zoning, and other applicable MMC sections after qualifying for the State Density Bonus Law provisions for one concession and waivers requested by the Applicant. The Project includes 20 townhomes reserved for moderate-income households, increasing the number of affordable units in the City and providing more options of housing for its residents. The Project is scaled appropriately from its surroundings and complements nearby residential projects and other commercial and mixed-use land uses.

PROJECT SCHEDULE/ KEY MILESTONES

City Council Approval: 6/16/2026
Estimated Submittal of Building Plan Check/Construction Drawings: August 2026
Estimated Start of Construction: 2028
Estimated Substantial Completion: 2030-2031

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.

[2] The Citywide fee study update for FY 25-26 became effective on February 14, 2026, after the Project's SB 330 preliminary application period was complete. Therefore, the Project will be subject to the City's FY 24-25 fee schedule unless meeting an SB 330 exemption.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The City conducted an environmental assessment for the proposed Project (P-EA24-0003) in accordance with the California Environmental Quality Act ("CEQA"), as amended. The City certified a Subsequent Environmental Impact Report (SEIR) for the MGSP on October 28, 2025 (State Clearinghouse No. 2024070432). The SEIR provides an assessment of the reasonably foreseeable and potentially significant adverse environmental effects of the MGSP that may occur beyond what was evaluated in the City of Milpitas 2040 General Plan EIR. The SEIR for the MGSP was prepared at the program "first-tier" level of environmental review consistent with the requirements of the California Environmental Quality Act (CEQA) (CEQA Guidelines Sections 15152 and 15168) for the overall MGSP area.

According to Section 15182 of the CEQA Guidelines, certain residential, commercial and mixed-use projects that are consistent with a specific plan adopted pursuant to Title 7, Division 1, Chapter 3, Article 8 of the Government Code are exempt from CEQA. Section 15182(c) of the CEQA Guidelines states that a residential project undertaken pursuant to and in conformity to a specific plan that included certification of an EIR are exempt from CEQA unless one of the conditions described in CEQA Guidelines Section 15162 occur as a result of the project.

The 600 Valley Way Environmental Checklist is included as Exhibit 2 of the Resolution (Attachment B) and supporting technical reports as substantial evidence for the CEQA exemption as Exhibit 3 of the Resolution (Attachment C). The Project-specific checklist was prepared to provide supporting information that none of the events outlined in CEQA Guidelines Section 15162 have occurred, that the Project is consistent with Section 15182 and the MGSP SEIR. As the prepared document is considered a CEQA exemption, no public circulation of the exemption and no public comment period is required. As the Project site is within the MGSP area and as listed in the exemption document, the Project will still have relevant Conditions of Approval included as part of Exhibit 1 to the Resolution (Attachment A). Therefore, the Project is exempt from the provisions of CEQA, and no further environmental review is required.

ATTACHMENT(S):

(a) City Council Resolution, including Exhibit 1 to the Resolution: Conditions of Approval
(b) Exhibit 2 to the Resolution: CEQA Exemption Environmental Checklist
(c) Exhibit 3 to the Resolution: CEQA Exemption Supporting Technical Studies
(d) Planning Commission Staff Report dated May 27, 2026
(e) Planning Commission Meeting Minutes for May 27, 2026
(f) Senate Bill 1214 Project Plans
(g) Applicant State Density Bonus Request Letter (Waivers/Concession List)
(h) Project MGSP and City ODS Compliance Matrix
(i) Project Transportation Operation Analysis Report
(j) Planning Commission Resolution No. 26-009
(k) Applicant Response Letter to Planning Commission Recommendations Minutes from May 27, 2026
(l) Applicant Legal Firm Follow Up Letter dated June 12, 2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT NO. SD24-0005, VESTING TENTATIVE MAP NO. MT24-0002, DENSITY BONUS PERMIT NO. DB24-0001, AND ENVIRONMENTAL ASSESSMENT NO. EA24-0003 FOR THE SOBRATO TOWNHOME PROJECT WITH 134 CONDOMINIUM UNITS AND A ONE-STORY CLUBHOUSE AMENITY BUILDING, WITH 268 PRIVATE GARAGE VEHICLE PARKING STALLS, 60 UNCOVERED SURFACE LEVEL GUEST PARKING STALLS, LANDSCAPING, AND ASSOCIATED SITE IMPROVEMENTS ON A 7.22-ACRE SITE LOCATED WITHIN THE GATEWAY-MIXED USE (GW-MU) ZONING DISTRICT IN THE MILPITAS GATEWAY-MAIN STREET SPECIFIC PLAN (MGSP) AREA AT 600 VALLEY WAY (APNs 222-80-022, -024, -025), AND MAKING FINDINGS OF CEQA EXEMPTION

WHEREAS, the City of Milpitas, California (the "City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, California Government Code Section 65300 et seq. requires each city to prepare and adopt, and amend as necessary, a comprehensive, long-term general plan for the physical development of the county or city; and

WHEREAS, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules, and regulations by cities as a means of implementing the General Plan; and

WHEREAS, California Government Code Sections 65450-65457 authorize cities to prepare specific plans to systematically implement the General Plan, specify the required contents of specific plans, allow specific plans to be adopted by resolution or ordinance and amended as often as deemed necessary by the legislative body, and requires specific plans to be consistent with the General Plan; and

WHEREAS, on October 28, 2025, the Milpitas City Council adopted Resolution No. 9452 to approve Specific Plan Amendment No. SP20-0002 to adopt the Milpitas Gateway-Main Street Specific Plan (MGSP) (formerly known as the Midtown Specific Plan), approved a Zoning Map and Text Amendment No. ZA25-0002 and introduced Ordinance No. 38.859 to amend the Zoning Ordinance and Zoning Map to establish new Specific Plan boundaries, zoning districts, and zoning regulations, adopted Resolution No. 9453 to adopt General Plan Amendment GP25-0002 to amend the Land Use Element Map; and certified the Subsequent Environmental Impact Report (EIR) to the Milpitas 2040 General Plan EIR for the Milpitas Gateway-Main Street Specific Plan (State Clearinghouse "SCH" No. 2024070432) in accordance with the California Environmental Quality Act ("CEQA"); and

WHEREAS, on November 18, 2025, the Milpitas City Council adopted Ordinance No 38.859 amending the Milpitas Municipal Code (MMC) Title XIII, Part B, Chapters B.22 and B.214 to establish the Gateway-Main Street Specific Plan Zoning Districts and Regulations, and amending the zoning map of the City to establish the updated specific plan boundaries; and

WHEREAS, on January 7, 2026, The Sobrato Organization (the "Applicant") submitted a complete pre-application and paid the required pre-application fee for a multi-family residential

development that includes 134 condominium townhome units with a one-story clubhouse building at 600 Valley Way, pursuant to California Senate Bill SB 330 (SB 330) to the City; and

WHEREAS, on March 20, 2026, the Applicant submittal a formal application pursuant to SB 330 to the City for the entitlements necessary to allow the development of a multi-family residential project contemplated within the aforementioned pre-application. The Project is a 134-unit townhome condominium subdivision with one clubhouse amenity building, comprised of 24 multi-family buildings up to 38-feet in height (three stories) (up to a maximum height of 45-feet to the top of the highest architectural element) with a one-story, 2,182-square foot clubhouse, 268 vehicle parking spaces, 60 outdoor surface level guest parking stalls, landscaping, and associated site improvements on a 7.22-acre site located at 600 Valley Way (APNs 222-80-022, -024, -025) in the Milpitas Gateway-Main Street Specific Plan (MGSP) area (the "Project"). The Project requires approval of the following entitlements:

1. Site Development Permit No. SD24-0005: To allow the development of 24 multi-family buildings, up to three stories in height, with up to 134 residential units and a one-story clubhouse amenity building with landscaping and associated site improvements on the 7.22-acre site; and

2. Vesting Tentative Map No. MT24-0002: To combine three lots into one lot, establish 134 residential condominium spaces, related common areas, and associated easements; and

3. Density Bonus Permit No. DB24-0001: To ensure the Project is compliant with State Density Bonus law and regulations.

WHEREAS, the Applicant separately applied for Tree Removal Permit No. TR24-0018 to be issued by the Public Works Department at an administrative staff level approval on June 11, 2026, to remove 115 ordinance-sized trees and replace with 338 new trees on the same site, with replacement trees to be commensurate with the size of the tree being removed as determined by the Planning Director or his or her designee per MMC X-2-4.02, with any proposed revisions to the total new tree count and associated tree planting plan to be re-evaluated and will require the issuance of a subsequent Tree Removal Permit by the Public Works Department; and

WHEREAS, the Planning Department completed Environmental Assessment No. EA24-0003 for the Project in accordance with the CEQA, and recommends that the City Council determine this Project is exempt from further environmental review pursuant to CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan), provided that the Project results in none of the conditions described in CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations), as evaluated within a Project-specific CEQA Environmental Checklist prepared for the 600 Valley Way Residential Development Project (the "Environmental Checklist,"), a true and correct copy of which is attached hereto and incorporated herein, as **Exhibit 2 to the Resolution. Exhibit 3 to the Resolution** includes the Project-specific CEQA Environmental Checklist supporting technical studies), which demonstrates the Project would result in none of the conditions in CEQA Guidelines Section 15162; and

WHEREAS, the proposed Project is consistent with the goals, policies, and regulations of the California Density Bonus Law (Government Code sections 65915 *et seq*.), Milpitas 2040 General Plan, MGSP, and Milpitas Zoning Ordinance, including specifically as provided in MMC Section XIII-C.12 (Density Bonus for Affordable Housing Developments), which permits waivers and concessions to development standards, as analyzed and documented in the staff report; and

WHEREAS, the Planning Commission is an advisory body to the City Council pursuant to MMC Section XIII-D.2.040(B)(3) 10-64.03 (Multiple Applications), where, as here, due to the application for a Tentative Map pursuant to MMC Section XI-1-4.03 and a density bonus pursuant to MMC Section XIII-C.12, the City Council is the highest review authority for the Project and, accordingly, all review by other bodies with approval authority over the application shall be in the form of a recommendation to the City Council; and

WHEREAS, on May 27, 2026, the Planning Commission held a duly-noticed public hearing, during which meeting the Planning Commission considered the CEQA exemption findings as well as Site Development Permit No. SD24-0005, Vesting Tentative Map No. MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003 for the 600 Valley Way Project, heard a presentation from staff, and had the opportunity to hear from members of the public and closed the public hearing on the item; and

WHEREAS, by adoption of Resolution No. 26-009, the Planning Commission recommended that the City Council approve Site Development Permit No. SD24-0005, Vesting Tentative Map No. MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003 for the 600 Valley Way Project; and

WHEREAS, the documents and other materials which constitute the record of proceedings upon which the Planning Commission bases its recommendation and the findings contained within this Resolution are available as part of the agenda packet posting on the City of Milpitas website and may be reviewed at Milpitas City Hall, located at 455 E. Calaveras Boulevard, Milpitas, California 95035; and

WHEREAS, on June 16, 2026, the City Council held a duly-noticed public hearing, during which meeting the City Council considered the CEQA exemption findings as well as Site Development Permit No. SD24-0005, Vesting Tentative Map No. MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003 for the 600 Valley Way Project, heard a presentation from staff, and had the opportunity to hear from members of the public; and

WHEREAS, the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence presented before it as a whole.

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

SECTION 1. Recitals.

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

SECTION 2. California Environmental Quality Act (CEQA)

The City conducted an environmental assessment (in the form of a Project-specific named as the 600 Valley Way Residential Development Project Environmental Checklist, dated March 2026) for the proposed Project 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 (Projects Pursuant to a Specific Plan). The City certified a Subsequent Environmental Impact Report (SEIR) for the MGSP on October 28, 2025 (State Clearinghouse No. 2024070432). The SEIR provides an assessment of the reasonably foreseeable and potentially significant adverse environmental effects of the MGSP that may occur beyond what was evaluated in the City of Milpitas 2040 General Plan EIR. The SEIR for the MGSP was prepared at the program "first-tier" level of environmental review consistent with the requirements of the California Environmental Quality Act (CEQA) (CEQA Guidelines Sections 15152 (Tiering) and 15168 (Program EIR)) for the overall MGSP area.

According to Section 15182 of the CEQA Guidelines, certain residential, commercial and mixed-use projects that are consistent with a specific plan adopted pursuant to Title 7, Division 1, Chapter 3, Article 8 of the Government Code are exempt from CEQA. Section 15182(c) of the CEQA Guidelines states that a residential project undertaken pursuant to and in conformity to a specific plan that included certification of an EIR are exempt from CEQA unless one of the conditions described in CEQA Guidelines Section 15162 occur as a result of the project. The Project-specific Environmental Checklist, attached hereto as Exhibit 2 and its supporting technical studies attached hereto as Exhibit 3, provides supporting information that none of the events outlined in CEQA Guidelines Section 15162 have occurred, that the Project is consistent with Section 15182 and the MGSP SEIR, and is therefore exempt from further environmental analysis under the provisions of CEQA.

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*):

The City Council makes the following findings based on the evidence in the administrative record in support of Site Development Permit No. SD24-0005:

1a. The proposed project is consistent with the Zoning Ordinance.

The proposed Project is generally consistent with the Milpitas Zoning Ordinance per MMC XIII-B.14, Gateway-Main St. Specific Plan Area. The proposed Project meets its applicable section of the Gateway Mixed-Use (GW-MU) zoning district purpose statement as described in MMC XIII-B.14.010(D) as "… transitioning to a neighborhood-oriented residential focus to the north…" as it will be located in the northwest corner of the Gateway District MGSP boundary, and will be accessible off of Valley Way from S. Abbott Avenue and Calaveras Boulevard.

The Project also conforms to MMC Section XIII-C.12 (Density Bonus for Affordable Housing Developments). Where exceptions to the GW-MU standards are needed including to the MGSP ODS, Citywide ODS, and Zoning Ordinance, the Applicant has requested 10 waivers and one (1) concession under the State Density Bonus Law (Gov. Code §§ 65915 *et seq*.). The requested waivers and concession exception will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard and the financial feasibility of constructing the Project. Furthermore, the Project site was identified as a Rezone Site in the City's 2023-2031 Housing Element cycle and thus was envisioned for housing.

Furthermore, the proposed Project complies with MMC XIII-C.2.030(A) Affordable Housing, as the Applicant will comply with the City's affordable housing requirements pursuant to MMC XII-1 (Affordable Housing Ordinance) by dedicating 20 out of the 134 proposed townhome condominium units for moderate-income families, meeting the minimum 15% requirement

pursuant to the City's AHO. The Office of Housing reviewed the proposed Project and has conditionally approved the Project, and will coordinate further with the Applicant during the building permit phase, including the executing the affordable housing agreement, collection of the partial fractional affordable in-lieu fee, and reaffirming the distribution of affordable units on the site.

1b. The proposed use and project are consistent with the goals and policies of the General Plan:

The proposed Project's use as a multi-family residential development within the Milpitas Gateway-Main Street Specific Plan (MGSP) is consistent with the goals and policies of the City's General Plan 2040. The General Plan 2040 description of MGSP notes that "a variety of uses are allowed in this designation, including entertainment, retail, commercial, residential, civic, cultural, office, and high-density mixed use residential in a compact, walkable, and unique centralized setting." The residential Project fits this description and new residents in the immediate area will be able to walk or use other multimodal modes to access nearby adjacent commercial, retail, entertainment, and other related uses as there are several multi-tenant commercial plazas in the vicinity.

In addition, as shown in Table 1 of the agenda report, the Project complies with General Plan policies LU 1-4, LU 2-1, LU 5-1, and LU 5-3. The Project will provide 134 new condominium townhome units, 20 of which will be affordable units at moderate-income and 14 of which will be ADA accessible, thereby contributing to the existing housing mix in the surrounding area. The Project is also consistent with the MGSP goals and policies, is compatible in scale and design with the existing neighborhood, will be well-integrated with adjacent developments, and will improve vehicular and pedestrian connectivity in the surrounding area.

1c. The project will not be detrimental to public health, safety, and general welfare:

As part of the City's standard development review process, projects such as this scale for a new multi-family residential development are routed to several City Departments including but not limited to the Planning Department, Police Department, Office of Building, Fire Prevention, and the Engineering Division within the Department of Public Works. Each Department reviews the proposed Project for conformance to applicable adopted codes, regulations, and other requirements under their respective purview to try and identify any major public health, safety, and general welfare concerns. The Applicant must address and revise the proposed Project's plans and/or other materials as part of the application until such issue is corrected to no longer be detrimental to public health, safety, and general welfare. Furthermore, the Project-specific CEQA Environmental Checklist did not identify any detrimental public health, safety, or general welfare concerns.

1d. The proposed project is in compliance with the provisions of California Environmental Quality Act (CEQA):

As a Lead Agency, the City has determined the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182 and created Environmental Assessment No. EA24-0003 to verify consistency with CEQA. CEQA Guidelines Section 15182 states that projects in conformity with a specific plan that has a certified Environmental Impact Report (EIR) are exempt from CEQA, provided the project results in none of the conditions described in CEQA Guidelines Section 15162. The City prepared an Environmental Checklist for the Project to evaluate its consistency with the Gateway-Main Street

Specific Plan Subsequent Environmental Impact Report (State Clearinghouse No. 2024070432), which demonstrates the Project would result in none of the conditions in CEQA Guidelines Section 15162. The Project-specific Environmental Checklist and the supporting technical reports are included as Attachments B and C to the agenda report.

2a. The proposed use and project are consistent with the goals and policies of any Specific Plan, if applicable:

The MGSP also was initiated in 2021 and anticipated that the Project site would be analyzed as part of the future Gateway District of the MGSP. The Project site was annexed into the MGSP boundaries with a rezone and general plan amendment to allow for residential uses in late October 2025 as the former General Commercial zoning and land use designation does not allow for any residential development. The proposed Project meets the GW-MU density requirements at 19 dwelling units/acre where the range requires 18-65 dwelling units/acre. The Project would reaffirm the Gateway-Main Street Specific Plan Guiding Principle and the Gateway District Vision per MGSP Section 2.5. The Project will also improve the mobility network as desired by the MGSP and complete the vision in MGSP Figure 3-6 by connecting a new greenway, perimeter alleyways, and proper setbacks from the freeway side and meets the daylight plane and height requirements in consideration of the existing single-family residences to the north. With approval of the Applicant's SDBL requests for 10 waivers and one concession, the Project will be consistent with the MGSP.

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:

As the Applicant invoked SB 330 and the SDBL, the Applicant team was still required to provide documentation to the City on the proposed Project's compliance with not only the MGSP ODS but the Citywide ODS in separate checklists, and also must identify a consolidated list of SDBL requests for waivers and concessions for streamlining considerations. The Applicant provided all the aforementioned requested documents and for the Citywide ODS, was required to explain how any such proposed design elements in the Project were meeting the intent of such objective standard. The proposed Project generally meets the intent of several adopted objective design standards including having building entries front publicly accessible pathways, include varying rooflines and façade articulation details, 2-inch recessed windows and Juliet awnings along the building's frontages, a consistent contemporary Spanish style theme throughout the site, use of native, drought tolerant plant species as recommended in the MGSP and ODS, meets the daylight plane and complies with transitions to single-family residential neighborhoods per MGSP Sec. 4.1.3.A and meets the minimum setback distance requirements of being adjacent to a freeway per MGSP Sec. 4.1.3.B. Additionally, the Project will meet the utility and rooftop / at grade screening requirements, proposes to use operable vinyl windows for bird safety and glazing, and utilize high quality materials such as steel garage doors in a wood like finish and accent tiles and trims. With approval of the Applicant's SDBL requests for 10 waivers and one concession, the Project will be consistent with the Citywide and MGSP ODS.

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 and was similarly described in the Site Development Permit Finding 2b.

SECTION 4. Vesting Tentative Map Findings (MMC Section XI-1-20.01)

The City Council makes the following findings based on the evidence in the public record in support of Vesting Tentative Map No. MT24-0002:

1. *The tentative subdivision map is consistent with the General Plan.*

The General Plan designation for the Project site references the Milpitas Gateway-Main Street Specific Plan (MGSP). The MGSP sets for the types, locations, and intensities of land uses to be accommodated within the MGSP area, with its purpose to create an economically-viable main street type development that serves as a cultural hub of the City, and supports a variety of uses including entertainment, retail, commercial, residential, civic, cultural, office, and high-density mixed use residential in a compact, walkable, and unique centralized setting. The General Plan defers to the MGSP document for all development standards including density ranges. The MGSP identified the Project site to be in the Gateway District and is zoned Gateway-Mixed Use (GW-MU). The intent of this designation is to provide a compatible mix of land uses with residential density proposals at a range of 18-65 dwelling units/acre. As this Project proposes 19 dwelling units/acre, it is consistent with both the intended land use of the General Plan and the MGSP and the relevant density requirement. In addition, the City's 2023-2031 Housing Element identified the Project site as a Rezone Site. As such, the Project site has been incorporated into projections for affordable housing opportunities. The tentative subdivision map is necessary for the proposed multi-family residential Project, and would allow three lots to combine into one lot to establish the condominium areas, common areas, and easements to facilitate a new compact, walkable development with several on- and off-site public improvements that have been conditionally approved under the purview of the City's Public Works Land Development Division to improve the City's infrastructure and mobility network with modern standards on the Project site which has not been improved since the 1970s.

Furthermore, as shown in Tables 1 in the agenda report, the Project complies with General Plan policies LU 1-4, LU 2-1, LU 5-1, LU 5-3, and the MGSP's Guiding Principle and MGSP Section 2.5: Gateway District Vision. Therefore, the vesting tentative map is consistent with the goals and policies of the General Plan.

2. *None of the conditions identified in California Government Code Section 66474 exist, to wit:*

   A. *That the proposed map is not consistent with applicable general and specific plans as specified in Government Code Section 65451.*

   As outlined above, the Project site includes the development of 134 residential condominium units and one clubhouse amenity building at a density of 19 dwelling units per acre (du/acre) and within the MGSP. The General Plan, MGSP designations, and the GW-MU zoning district permits residential development at intensities of 18 to 65 du/acre. Therefore, the proposed Project's density is consistent with the required density range as designated in the MGSP. The City's Public Works Land Development Division reviewed the proposed map with the Planning Department and worked with the Applicant's civil engineer team from Kier+Wright on necessary revisions to the proposed map before

issuing a conditional approval letter to allow the Project to proceed with public hearings for the tentative map. Therefore, the proposed map is consistent with the General Plan and MGSP.

B. *That 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 and MGSP in that it would allow for multifamily residential development with associated public improvements, which are consistent with the applicable General Plan and MGSP goals and policies as described in Tentative Map Finding 1 and identified in Tables 1 of the agenda report, except for minor exceptions to design standards the Applicant has requested and is allowed pursuant to State Density Bonus Law described in Table 3 of the agenda report. The Project site is located within the Gateway District of the MGSP, which includes a vision for higher-intensity development, oriented along Calaveras Boulevard, to attract and support the needs of travelers along the corridor, while offering a neighborhood-scale residential and mixed-use north Calaveras Boulevard with complete streets improvements planned along this right-of-way. The Vesting Tentative Map would allow for development that is compatible with a new residential community north of Calaveras Boulevard and would complete the MGSP's vision for the Gateway District including MGSP Figure 3-6, Gateway District Regulating Plan, and will include a new internal circulation network with a new greenway connection, improvements to the onsite and off-site sidewalks to support complete streets in the MGSP, and will be required to pay associated fees for the Calaveras Boulevard Widening Traffic Impact Fee as contributions for the future right-of-way improvements.

C. *That the site is not physically suitable for the type of development.*

The Project site is surrounded by properties designated for mixed-use development under the City's General Plan and zoned for this type of development under the MGSP and GW-MU zoning district. The proposed Project will be an infill development that has already been developed since the 1970s with a mix of five industrial/office buildings, surface parking lots, and associated infrastructure with all tenants vacated before the end of 2025, and would demolish all existing structures and add 134 condominium units and a clubhouse amenity building. In addition, the site is suitable for the proposed townhome development based on the location and physical attributes of the site and is surrounded by other types of development including retail and commercial plazas. The site is located in an urban context suitable for multifamily development and is generally flat and approximately 7.22 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 infill development and is approximately 7.22 acres in size, which is sufficient to accommodate the proposed density of development. The Vesting Tentative Map includes the necessary infrastructure improvements including utilities built up to modern code standards to adequately serve a multifamily residential development at the proposed density.

E. *That 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 in within a heavily urbanized area and was previously developed with five multi-tenant office buildings, surface parking lots, and infrastructure and is surrounded by a mixture of other commercial and residential development. A Project-specific CEQA environmental checklist was also prepared, which confirmed that the proposed Project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

F. *That the design of the subdivision or type of improvements is likely to cause serious public health problems.*

The Project, including the proposed 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 Building, Planning, Housing, Fire, Engineering, Traffic, Utilities, and Solid Waste Departments to review for such design issues and the Applicant must address all Department comments sufficiently prior to allowing the Project to be considered for public hearings to consider approval of the subdivision and improvements. 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, including a new dedicated 10-foot Public Utility Easement along the Project's frontage along Valley Way as required per MMC X-I-8.06, Granting of Easements. Additional public improvements include utility services such as water, wastewater, storm drain, gas, electrical, and telecommunications. The Project site will also have include modern stormwater improvements pursuant to requirements of the Santa Clara Valley Urban Runoff Pollution Prevention Program and as codified per MMC XI-16-1, Stormwater and Urban Runoff Pollution Control. Pavement restoration including a minimum 2-inch grind and overlay will be provided along the Valley Way frontage up to the Abbott Avenue intersection and new sidewalks along the Valley Way cul-de-sac and infilling missing segments of the sidewalk built to the City's Engineering Standard Details with matching curbs and gutters to aid in the MGSP's vision for complete streets. Other required public improvements are detailed in the Engineering Department's "Specific Improvements" section of the conditions of approval and include new street tree wells, installation of radio-transmitting water meters with built-in antennas, and a lighting analysis on the existing streetlight conditions along Valley Way and on S. Abbott Avenue between Valley Way and W. Calaveras Boulevard to determine if any upgrades or new lighting improvements are necessary during the building permit review phase.

G. *That 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 the City's Engineering Department 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. The Project will comply with MMC X-I-8.06, Granting of Easements, and include a new dedicated 10-ft. Public Utility Easement (PUE) from the

Valley Way cul-de-sac. The property contains an existing 8-inch Public Water Main and associated 15-ft. Waterline Easement running through the middle of the site between the two connections to Valley Way. The water main will be abandoned and capped in place, and the associated easement will be vacated. The Project will provide a new 10-inch water line that runs through proposed Alley 1 in a looped system that will reroute and connect the existing water line along Valley Way. The proposed public water lines will be installed within the new private streets/PUE.

The existing PG&E overhead powerline easement will remain along the westerly boundary line and will not require the Applicant to underground the existing overhead transmission lines. The private streets will be covered by proposed typical 26' wide emergency vehicle access easements and typical 34' wide public service & utility easements. Additional private easement needs may be identified in further stages of design and will be recorded through separate instruments. All existing easements on-site are to be quitclaimed or vacated, unless noted otherwise. Covenants, Conditions & Restrictions (CC&R's) will be prepared to facilitate and manage the operations, maintenance and related functions of the common areas. Therefore, the proposed subdivision and relevant improvements will not conflict with easements or access to the property.

SECTION 5. Density Bonus Permit (MMC Section XIII-C.12)

The City Council makes the following findings based on the evidence in the public record in support of Density Bonus Permit No. DB24-0001:

1. *The maximum allowable base density specified in the General Plan, including any other permitted increases to density.*

   The proposed Project includes 134 townhome condominiums on a 7.22-acre lot, equaling a residential density of approximately 19 dwelling units per acre (du/ac), which meets the minimum density of 18 du/acre in the GW-MU zoning district with a maximum density of 65 du/acre in this zoning district. Therefore, the Project is within the density range as specified in the General Plan and MGSP, and will not exceed the maximum allowable base density including any other permitted increases to density.

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 allocated a total of 20 units as affordable units reserved for moderate-income households. In order to meet the City's Affordable Housing Ordinance (AHO) requirements, the affordable units will be distributed across the Project site. The three (3) unit types and distribution of the 20 affordable units are listed below. All units will be three-stories in height and include private balconies and a 2-car garage. The affordable unit locations have been identified and approved by the Office of Housing as meeting the intent of the AHO, and will reaffirm compliance with the distribution and placement of each unit during the building permit phase. and must be developed with the same specifications and appliances as the standard, market-rate units. Additionally, pursuant to XII-1-3.00 and as detailed in the Affordable Housing Ordinance section

of the staff report, the Applicant will be conditioned to complete an in-lieu Housing Affordable fee for the fractional 0.1 unit resulting from the City's AHO 15 percent calculation.

- Eight (8) Affordable Units: Unit Type 1 (3 bedroom/1,326-square feet habitable space)
- Eight (8) Affordable Units: Unit Type 2 (3 bedroom/1,710-square feet habitable space)
- Four (4) Affordable Units: Unit Type 3 (4 bedroom/2,013-square feet habitable space)

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 Attorney prior to the release of 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.*

   This standard is not applicable to the Project, as the Project is allocating 20 of the 134 townhome condominium units for sale at the moderate-income affordability levels. However, if the Applicant or a different Permittee may want to change the affordable levels to low- or very low-income, this standard shall apply: 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 continued affordability for moderate-income households. The agreement shall be approved by the Milpitas City Attorney 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.*

   This standard is not applicable to the Project, as the Project is allocating 20 of the 134 townhome condominium units for sale at the moderate-income affordability levels. However, if the Applicant or a different Permittee may want to change the affordable levels to low- or very low-income, this standard shall apply: 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 continued affordability for moderate-income households. The agreement shall be approved by the Milpitas City Attorney prior to recordation.

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 10 waivers and one concession pursuant to State Density Bonus Law.

SECTION 6: Housing Element. While the Project with its proposed 134 units would result in fewer units to be built on the Project site than the potential maximum site capacity anticipated in the Housing Element Sites Inventory (202 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. The Milpitas 2023-2031 Housing Element identified a total capacity of 9,397 units, which exceeds Milpitas' RHNA obligation of 6,713 units by 2,684 units. Although the Project would result in the loss of 68 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 each income category. Moreover, any reduction of units was appropriately considered during the City's approval of the Gateway-Main Street Specific Plan, the City at that time made all required findings for the adoption of the applicable zoning, including those findings required by the No Net Loss Law, and no further findings are required at this time. Those findings and analysis are incorporated herein by this reference.

SECTION 7: City Council Decision and Approval. The City Council of the City of Milpitas hereby approves Site Development Permit No. SD24-0005, Vesting Tentative Map No. MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003, based on the above Findings and subject to the Conditions of Approval attached hereto and incorporated herein as **Exhibit 1**, the CEQA Exemption Environmental Checklist attached hereto as **Exhibit 2**, and the CEQA Exemption Environmental Checklist Supporting Technical Studies attached hereto as **Exhibit 3**.

PASSED AND ADOPTED this 16th day of June, 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

CONDITIONS OF APPROVAL

SITE DEVELOPMENT PERMIT NO. SD24-0005, VESTING TENTATIVE MAP NO. MT24-0002, DENSITY BONUS PERMIT NO. DB24-0001, AND ENVIRONMENTAL ASSESSMENT NO. EA24-0003

SOBRATO TOWNHOME PROJECT
600 VALLEY WAY
(APNs 222-80-022, -024, -025)

The City of Milpitas Planning Commission and City Council approves the above entitlements ("Permit"), 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 will allow the development of 134 townhome condominium units and a clubhouse amenity building with landscaping and associated site improvements ("Project") on a 7.22-acre site within the Milpitas Main Street Gateway Specific Plan (MGSP) area at 600 Valley Way (APNs 222-80-022, -024, -025), subject to all other necessary reviews, approvals, studies, and inspections necessary for such development including for the issuance of building permits or occupancy and other required entitlements and approvals. As described in greater detail in the associated Staff Report and Resolutions, the Project is subject to vesting pursuant to SB 330 (Cal. Gov. Code, § 65941.1) as of January 7, 2026, and is also eligible for and subject to a variety of other state housing laws, including but not limited to the Housing Accountability Act (Cal. Gov. Code, §§ 65589.5 et seq.), State Density Bonus Law (Cal. Gov. Code, §§ 65915 et seq.), and SB 937 (Cal. Gov. Code, § 66007). This Permit and all other necessary reviews, approvals, studies, and inspections will be implemented consistent with such laws.
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APPROVED SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

General Conditions

1. General Compliance: The Permittee and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. **Site Development Permit No. SD24-0005, Vesting Tentative Map No. MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003** (collectively "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. The Permittee shall develop the site in accordance with the approved Attachments and as modified by these Conditions of Approval.

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 applicable Review Authority, 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 City Council approved this Permit.

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 the terms, obligations, and conditions of this Permit.

5. Permit Expiration: Pursuant to Milpitas Municipal Code (MMC) Section XIII-D.2.040(K), this Permit shall become null and void if the development is not implemented within two (2) years from the date of City Council approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to MMC Section XIII-D.2.040(K)(3), implementation is defined when:
    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. Time Extension: Pursuant to MMC Section XIII-D.2.040(L), unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Division and include a description if any prior Conditions of Approval will need to be amended with a completed Planning Application and payment of the time extension fee is paid prior to the expiration date of the approval. **(P)**

7. Project Job Account (PJ Account): If Permittee's project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee's project job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit as applicable, Permittee shall pay in full the Project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. **(P/E)**

8. 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 Permittee may file a protest has begun under California Government Code Section 66020(d)(1).

9. 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. **(ALL)**

10. 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 Project is operating under the permits and approvals in this Resolution. **(ALL)**

11. 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. **(CAO/P/E/B)**

12. Indemnification: The Permittee is under preexisting obligation to indemnify the City with respect to the approval of the Permit pursuant to the Indemnification Agreement as part of Permittee's Planning Department Application Form, executed December 17, 2025, which is incorporated in full into this Condition. In addition, to the fullest extent permitted by law, Permittee shall indemnify, defend, and hold harmless the 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 Permittee, 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. City shall have and retain the right to approve (i) the counsel to so defend City, and (ii) all significant decisions concerning the manner in which the defense is conducted, and (iii) any and all settlements, which approval shall not be unreasonably withheld. Permittee shall pay to the City upon demand or, as applicable, to counsel selected and directed with City's approval, any amount owed pursuant to the indemnification requirements prescribed in this condition. The above indemnification is intended to be as broad as permitted by applicable law. To the extent the above indemnification is limited by Government Code Section 66474.9, any limitations shall only apply to Vesting Tentative Map No. MT24-0002, and the balance of the Permit shall be unaffected by Government Code Section 66474.9. **(ALL)**

13. Certificate of Insurance: Permittee shall provide certificate of insurance and name City as an additional insured in its insurance policies for the Project.

14. Revocation, Suspension, Modification: This Permit may be suspended, revoked or modified in accordance with Section XIII-D.18.070 of the Milpitas Municipal Code.

15. 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.

16. Site Improvement Fees. Prior to issuance of any building permit, Permittee must pay all applicable development fees, including but not limited to, connection fees (water, sewer and storm), plan check and inspection deposit, and 3.8% building permit automation fee. These fees are collected as part of the secured public improvement agreement. The agreement shall be secured for an amount of 100% of the engineer's estimate of the construction cost for faithful performance and 100% of the engineer's estimate of the construction cost for labor & materials.

17. Response to Conditions of Approval: Permittee shall provide a written response to comments upon submittal for building permit application as a separate attachment document. The responses should clearly indicate how each condition of approval in this Resolution has been addressed in the plans and/or supplemental materials and shall note the appropriate plan sheet(s). **(P)**

18. Compliance with Fire Department and California Fire Code: The Project shall comply with the requirements of the Milpitas Fire Department and the California Fire Code, as adopted by the City. Changes to the site plan and/or buildings requires review and re-approval by the Fire Department. **(F)**

19. Compliance with Milpitas Office of Building Safety. The Project shall comply with the requirements of the Office of Building Safety and the International Building Code. **(B)**

20. Compliance with Milpitas Public Works Land Development Division. The Project/development shall comply with the requirements of the Public Works Land Development Division, as may be amended by the City of Milpitas. **(E)**

21. Compliance with Milpitas Police Department. The Project/development shall comply with the requirements of the Police Department, as may be amended by the City of Milpitas. **(POL)**

22. Conditions of Approval Included in Building Permit Plans. As part of the issuance of building permits, the Permittee 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)**

23. Development in Conformance with Approved Plans: Permittee shall develop the approved Project in conformance with the plans dated March 17, 2026, and approved by the City Council on the date of the signed City Council Resolution, 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, the owner or designee 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)**

PLANNING DEPARTMENT CONDITIONS

24. Transportation Demand Management (TDM): In compliance with MMC XIII-C.6.070, the Permitee/Applicant shall work with the Planning Department on a Project-specific Final TDM Plan revised from the Project's Draft TDM Plan during the building permit review phase and include a written response to all applicable subsections. The Final TDM Plan must also adhere to all required monitoring and enforcement measures per MMC XIII-C.6.070(E).

25. Construction Equipment: All off-road diesel-powered construction equipment greater than 50 horsepower used on-site shall, at a minimum, meet the US EPA tier 4 final emission standards. The contractor shall maintain records of the equipment fleet (including carb exemption numbers or tier ratings) and provide documentation to the assigned City Planner before the issuance of any building permit approval for construction including grading or site improvement, and to the Project Engineer or City Inspector upon request.

26. MGSP SEIR Mitigation Monitoring and Reporting Program: The Project shall comply with the applicable mitigation measures from the certified Milpitas Main St. Gateway Specific Plan (MGSP) Specific Plan SEIR. The mitigation measures are compiled in the MGSP's Mitigation Monitoring and Reporting Program (MMRP) as adopted with the Final SEIR as Attachment A. During the building permit review phase, the Permittee/Applicant shall submit as an attachment to the building permit submittals a completed MGSP MMRP table indicating details and any applicable supplemental information and materials to demonstrate compliance with all applicable mitigation measures, including those specified in the 600 Valley Way Residential Development Environmental Checklist, dated March 2026.

27. Landscaping: All approved landscaping and trees shall be permanently maintained and replaced by the property owner(s) and future Homeowners Association with substantially similar plant material or trees (in type or number) as necessary from the approved plan set to provide a permanent, attractive and effective appearance. Any future proposed alterations to the landscaping and trees shall be consistent with applicable sections of MGSP Section 4.3.4, Landscape Design and MMC XIII-C.4, Landscaping Standards.

28. Streetlights: In collaboration with the Engineering Department's related Project-specific Conditions of Approval regarding streetlights, Permittee shall install where applicable pedestrian scale lights along all public and private street frontages consistent with the Main St. Gateway Specific Plan lighting design standard and demonstrate compliance with applicable standards from MGSP Section 6.5, Streetscape and Lighting. The Permittee shall submit a photometric plan to determine appropriate light levels with submittal of on-site improvement plans during the building permit process.

29. Lighting and Illumination Plan. Prior to issuance of any building permit, Permittee shall submit a lighting and iso-illumination plan and written responses explaining compliance with all applicable sections of MMC XIII-C.2.070, Lighting and Illumination that shall subject to Planning Department review for approval. Proposed light fixtures shall be high quality and complement the architectural style of each townhome. Light fixtures over garage doors shall be of high-quality, residential scale, architectural design, subject to final approval by the Planning Director and/or designee.

30. CC&Rs. Permittee shall submit proposed covenants, conditions, and restrictions (CC&Rs) to the City for approval prior to submission to the California Department of Real Estate. The CC&Rs shall include disclosure statements informing future residents of noise due to trash enclosure collection; potential noise, traffic, as well as the use and/or storage of any hazardous material associated with normal operations of the adjacent freeway, PG&E, and commercial business activity and development; noise from the freeway; maintenance of all landscaping and trees, maintenance of all publicly accessible private common open space park areas and amenities, and potential graffiti problems towards the tracks. Furthermore, the CC&Rs shall restrict the use of gasoline powered landscape equipment (blowers and string trimmers).

31. Design and Screening of Utilities (Underground, Ground-Mounted, Rooftop): Prior to issuance of any building permit for underground, ground-mounted, or rooftop equipment, Permitee shall describe and demonstrate compliance in a plan set with all applicable standards from MGSP Section 4.1.5, Service and Utility Areas, and MMC XIII-C.2.140, Screening Standards, and MMC XIII-C.2.150, Underground Utilities.

32. Parking: Parking shall be provided as depicted on the Site Plan approved by the City Council and shall consist of the following:

    a. RESIDENT: A total of 268 vehicle spaces within unit parking garages.
    b. GUEST: A total of 60 guest vehicle spaces are to be provided on site.

33. Bicycle Racks: A total of twelve (12) short-term bicycle parking spaces shall be installed on the site and 134 long-term bicycle parking stalls (one located within each unit's private garage) shall be maintained.

34. Tree Planting Plan: The Project shall comply with Tree Removal Permit No. TR24-0018 and will remove 115 ordinance-sized trees and replace with approximately 338 new trees issued by the Public Works Department at an administrative staff level approval on June 11, 2026, in conformance with the plans dated March 17, 2026 and approved by City Council on the date of the signed City Council Resolution for the Project. Any proposed revisions to the total new tree count and associated tree planting plan shall be re-evaluated and will require the issuance of a subsequent Tree Removal Permit by the Public Works Department.

35. Park in Lieu Fee. Prior to issuance of the final certificate of occupancy, the applicant shall pay a total of $2,620,569.60 for the Parkland In-Lieu Fee is in accordance with Milpitas Municipal Code Section XI-1-9 on the basis of the average valuation of land in the City in effect at the time the SB 330 Preliminary Application for the Project was complete (Government Code Section 65589.5(o)).

36. Public Art Requirement: Permittee shall comply with the City's Public Art Requirements for Private Development, as set forth in MMC Section XI-14. Fee shall be no less than one-half of one percent of building development costs and shall be payable at time of building permit issuance per building.

OFFICE OF BUILDING SAFETY DEPARTMENT CONDITIONS

37. Compliance with California Code of Regulations. The Project shall comply with the requirements of the Office of Building Safety 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 Office of Building Safety 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 Office of Building Safety.

38. Demolition. All existing structures and improvements to the property, including any unpermitted or otherwise legally non-compliant structures and improvements, shall be demolished prior to construction of any new development contemplated by this building permit.

OFFICE OF HOUSING

39. 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. All new residential development projects of ten units or more designed and intended for permanent occupancy shall construct 15 percent of the total number of dwelling units within the development as affordable units, unless otherwise remedied by the City Council.
    a. Permittee shall reserve 20 townhome condominium units for moderate income households, consisting of:
        i. Eight, Unit Type 1 Townhome Units (3-bedroom unit, tandem parking)
        ii. Eight, Unit Type 2 Townhome Units (3-bedroom unit, side by side parking)
        iii. Four, Unit Type 3 Townhome Units (4-bedroom unit, side-by-side parking)

40. Affordable Housing Agreement: An executed agreement imposing appropriate ownership controls on the affordable units is required prior to certificate of occupancy. The agreement shall be approved by the Milpitas City Attorney prior to recordation.

41. Fractional Unit In-Lieu Fee Payment for 15 Percent Affordability Requirement: Per MMC XII-1-3.00, the Permittee shall pay a fractional affordable housing in-lieu fee for 0.1 housing units, as of the SB 330 Vesting Date.

42. Concurrent Construction of Affordable Units: Per MMC XII-1-3.03, all affordable units in a project or phase of a project shall be constructed prior or concurrently with market-rate units, unless the City Manager or designee determines in writing that extenuating circumstances exist that make concurrent construction infeasible or impractical. In phased developments, the affordability requirement will be calculated on the basis of the whole development, but affordable units shall be developed in advance or concurrently with market rate units in each phase unless the City Manager or designee determines in writing that extenuating circumstances exist that make concurrent construction infeasible or impractical. If this occurs, a schedule must be developed by the applicant and approved by the City Manager to ensure that affordable units are built expeditiously and before final discretionary permits are issued. Each phase must include the required number of affordable units based on the number of market-rate units in that phase, and on-site affordable housing units must be developed concurrently with the market-rate units in each phase.

43. Design and Distribution of Affordable Units: Per MMC XII-1-3.04, Affordable units shall meet the following applicable requirements:
    a. All affordable units shall be reasonably comparable in terms of floor plan and base finish amenities to market rate units in the proposed development.
    b. The quality of the exterior design, landscaping, and construction of the affordable units shall be consistent with the other units in the proposed development.
    c. Affordable units shall have the same access to common entrances from the exterior as market rate units.
    d. Affordable units shall have the same access to all project amenities and recreational facilities available to market rate units.
    e. All affordable units shall be reasonably dispersed throughout the Project.

FIRE DEPARTMENT CONDITIONS

FIRE CODE REQUIREMENTS

*The plans approved by the City Council and/or the Planning permit process are **not** building construction 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 review as a final review for building construction plans approved by the Fire Department. Building construction 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 Edition) 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 buildings and site, unless specifically identify for one particular building or area.*

44. 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

45. 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

46. 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 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 (9144 mm), or three stories in height, or 50,000 square feet (5760 m^2) 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.

Fire review determined that the current building design, wherein approximately 65 to 75 percent of the roof fronting the fire access road is at or below 30 feet in height determined in accordance with the California Fire Code appendix D105.1, with only approximately 25 to 35 percent of the roof exceeding 30 feet (limited to roof gables), presents an acceptable condition for the fire department using ground ladder operation. The higher roofs are accessible by the fire department from the roof through permanent ladders positioned at the gable roofs as an additional access mitigation.

Therefore, the developer's current design ***is allowed to deviate*** from the standard fire apparatus proximity to the building requirement, CFC Appendix D, Section D105.3, as adopted by Milpitas Municipal Code Section V-300-1.01. This modified compliance condition is Project-specific and shall not be construed as a blanket waiver or precedent for other projects. Any future modifications to the building design, height, or site layout that alter the conditioned described herein shall require re-evaluation and approval by the Fire Code Official.

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. Grade: The grade of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus and shall not exceed 10 percent grade. CFC 503.2.7 and Appendix D103.2.

i. Angles of Approach and Departure: The angles of approach and departure for fire apparatus access roads shall be within the limits established by the fire code official based on the fire department apparatus. CFC 503.2.8

j. 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 County of Santa Clara. CFC Section 503.7, added by MMC V-300-2.51

k. 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.

l. Emergency Vehicle Access (EVA): EVA roads, when required, shall meet Fire Department site access requirements. CFC Section 503

   Recommend entry to EVA shall be gates (swing type) for easy access.

m. 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

   The EVA shall not be obstructed other than the bollards. Chairs and tables are not allowed as shown on Sheet L7.01.

n. 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.

o. 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.

47. Fire Protection Water Supply (Hydrants, On-site and 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.
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 each building has been shown on sheet TM-8.1.

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 (SRRA), 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

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 Sections 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

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

48. 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 FDC's/PIV's shall be at a readily visible and accessible location off the fire access road and approved by the Fire Code Official. FDC's/PIV's 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 FDC's and PIV's shall have fire department approved locking connection caps/locks. Knox key caps shall be provided. CFC Section 912.4.1

h. 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

i. 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.

49. 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 System 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

50. 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

   Additional stairs at the roof were provided to provide firefighter access to the gable roofs.

b. 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.

c. Solar Electrical Panels: Solar photovoltaic systems shall meet and comply with the CFC Section 1205 requirements.

d. Address Illumination: All required addresses shall be illuminated. CFC Section 505.3, added by MMC V-300-2.55

e. 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.

f. 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.

g. 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

h. Portable Fire Extinguishers: Portable fire extinguishers shall be selected, installed and maintained in accordance with CFC Section 906.

i. 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

51. 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

52. 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.

53. 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

POLICE DEPARTMENT CONDITIONS

TRAFFIC

54. Vehicles coming and leaving from the housing development only have road access from Valley Way. Based on the current layout and architecture of the parking lot, ingress and egress on Valley Way do not appear to be of concern.

55. Police Department shall have access to the housing development from Heath Street, accessible by a removable bollard, for emergency response purposes.

56. Traffic signal lights are not utilized at Valley Way, and the approval of this housing project would not appear to change the need for such installation on this public roadway.

PARKING

57. Parking ratios will be designed to comply with the minimum requirements of the Milpitas Main St. Gateway Specific Plan and the City's Zoning Ordinance. All 134 units will have 3-bedrooms or 4-bedrooms and will have two parking spaces available in a private garage for each unit, totaling 268 parking stalls The total number of outdoor guest parking spaces provided on-site will be 60 spaces.

58. Parking lot areas shall have postings with appropriate signs per 22658(a) CVC to assist in removing vehicles at the property owners'/managers' request.

59. "No Trespassing/Loitering" signage should be posted at the entrances of parking lots in conspicuous areas. Signs should be at least 2' x 1' overall size, with a white background and black 2'' high letters.

60. Parking lot project should allow circulation for police patrols (vehicles, foot, and bicycles) to prevent and reduce the likelihood of criminal activity occurring in the area.

ADDRESSING

61. Address numbers shall be illuminated during hours of darkness and should be strategically positioned as to be readily visible from the street. Address numbers should have a minimum height of 12 inches. If numerous alarm zones are utilized then zone numbers should be clearly marked above appropriate common doorways (i.e. clubhouse, office, etc.). All other housing alarms shall be directly linked to specific housing unit (if installed).

LIGHTING

62. During hours of darkness, lighting of sufficient wattage shall be provided in parking lots and associated driveways, circulation areas, aisles, passageways, recesses, alleys, and grounds contiguous to buildings to ensure that any person on or about the premises is clearly visible.

VISIBILITY

63. Any other line of sight obstructions (including recessed doors, alcoves, etc.) should be avoided on building exterior walls and interior hallways. A building design that encourages visibility of potential crime locations and natural surveillance.

64. From a public safety perspective, the grounds and area surrounding the townhomes should have as much natural surveillance as possible and be exposed to public view. When natural surveillance is afforded, the likely occurrence of burglaries, robberies, etc., in that area is substantially reduced because the risk of detection and apprehension of the perpetrator increases. Seclusion is one of the main elements sought after by perpetrators of a crime.

65. Stairwells and elevators should be of open design whenever possible, making users open to visual scrutiny.

66. Any posters, material, and objects near common area exterior windows (i.e., clubhouse) should not block views in those common areas from the street.

ACCESSSIBILITY

67. All areas controlled by electronic security devices (i.e., access cards, keypads, etc.) should have Knox boxes installed near such access points, with the Knox boxes containing the appropriate security devices to gain entry. If keypads control access points, management should provide the Police Department with the needed code(s) and regularly update the Police Department if such code(s) change.

68. An up-to-date map of the interior of any building accessible to the public should be provided to the police department. The map should minimally identify entry/exit points, elevators/stairwells, storage areas, entry/exit points controlled by electronic security devices, locations of security cameras, maintenance areas, stairwells, recreation centers, etc.

NOISE

69. When residential and commercial areas are near each other, there may be an increase in noise complaints from residents, which may increase calls for service. Noise may be generated from nearby commercial establishments.

LANDSCAPING

70. Landscaping shall be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged. Landscaping shall not conceal doors or windows from view, obstruct visibility of the parking lot from the street, nor hinder access to the roof if needed.

SECURITY

71. A security camera system should be required for any location that is communal, such as the mail area, clubhouse, or any other recreational area. Additionally, the security camera system should cover the parking lot area, have the clarity necessary to identify an individual, vehicle, etc., and have a field of view to maximize the coverage area. The video/security system shall have the capacity to save/store footage for a minimum of thirty (30) days and have the capability to be downloaded. A copy of video/security footage shall be made available to law enforcement upon request for investigative purposes.

MISCELLANEOUS

72. If applicable, an HOA representative or designee shall file an emergency notification form with the police department so law enforcement can contact the HOA in the event of any major accident, emergency, or unforeseen circumstance.

ENGINEERING DEPARTMENT CONDITIONS

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)***

73. Modifications: The Site Development Permit No. SD24-0005 Project Plans submitted for the 600 Valley Way Planning Entitlement, dated 03/17/2026, is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.

74. 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.

75. 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.

76. Photometric Analysis: Permittee shall submit streetlight photometric analysis for City's review and approval by the Engineering Department along Valley Way that meets the Illuminating Engineering Society of North America (IESNA), RP8, for roadway and sidewalk lighting standards and City standard design guidelines.

77. 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.

78. 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.

79. Coordination with other Projects: Permittee shall coordinate designs with the proposed Food Truck project, located at 25 S. Abbott Avenue, in advance prior to any plan submittal.

PRIOR TO FINAL MAP APPROVAL/RECORDATION

The following conditions shall be addressed during the final map plan check process 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)***

80. Dedication on the Final Map: Permittee shall dedicate necessary emergency vehicle access easements, public service utility easements, street easements, public access easements, and other public easements deemed necessary for the Project.

81. Abandonment/Quitclaim Easements: Permittee shall abandon/quit claim existing easements that are in conflict with or unnecessary for the Project.

82. 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.

83. Concurrent Off-site Plan Reviews: Permittee shall submit separate off-site improvement plans for City's review and approval by the Engineering Department.

84. 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.

85. 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.

86. Demolition of Existing Building: Permittee shall demolish existing buildings/facilities that are in conflict with new property lines.

87. 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.

88. 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).

89. 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) **2005-1,** and agree to pay the special taxes levied by CFD **2005-1** 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 non-severable from the Permit, and invalidation or limitation of this condition invalidates the Permit, condition 86 notwithstanding.

PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE

The following conditions shall be addressed as part of the off-site improvement plan review and shall be met ***prior to*** *encroachment permit issuance, unless otherwise approved by the Director of Engineering/City Engineer.* ***(E)***

90. Public Improvement Design Standards: All public improvements shall be designed and constructed in accordance with all applicable, mandatory, objective 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 Gateway-Main Street Specific Plan design guidelines: (https://www.milpitasmainstreet.org/);
    d. Americans with Disabilities Act (ADA) requirements, where applicable.

91. 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.

92. 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.

93. 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.

94. 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 the on-site private streets and public easements. All installations shall comply with the required horizontal and vertical separation standards in accordance with CCR Title 22 and City standards.

b. The Project site contains an existing 8” water line that runs through the project site within the existing 15’ water pipeline easement, extending from the existing 8” water line in Valley Way to the north, to the existing 8” water line in Valley Way cul-de-sac to the south. The existing 8” water line shall be abandoned and capped up to the main line in Heath Street at the north end and prior to the Valley Way cul-de-sac at the south end. A new 10" water line shall be installed to the easterly side of the project through Alley 1, from the main line in Heath Street to the Valley Way cul-de-sac, which shall be located within the proposed P.S.U.E. This new waterline shall be installed and fully operational prior to the abandonment of the existing water line. The existing 15' water pipeline easement shall be vacated through the Final Map process.
c. Installation of separate water service tap and meter for each of the following services: residential, irrigation, and fire.
d. Installation of separate utility service lines (domestic water, fire service, sanitary sewer) for residential.
e. Installation of radio-transmitting water meters with built-in antennas; installation of wireless repeaters or transmitters with dedicated power sources, all at no cost to the City. These shall be installed at locations acceptable to the City to ensure accurate and timely radio reception of meter readings. Permittee shall execute and record a water service agreement which requires providing dedicated spaces, access rights and dedicated power sources for the City’s operation, maintenance, repair, and replacement of subject radio antennas.
f. Construction of new street tree wells along the project frontage. The locations, spacing of tree wells and tree species shall be in compliance with applicable City standards and details.
g. Provide lighting analysis for streetlights on Valley Way and on S. Abbott Avenue between Valley Way and W. Calaveras Boulevard. If the existing illumination levels do not meet the City’s lighting targets, upgrade luminaire and/or furnish and install new lighting. The locations and spacing of streetlights shall comply with the Illuminating Engineer Society of North America (IESNA), RP8, for roadway and sidewalk lighting standards and City standard design guidelines.
h. Install a minimum 2-inch grind and asphalt concrete overlay on Valley Way, from the cul-de-sac to the western crosswalk of the Abbott Avenue/Valley Way intersection.
i. Construct concrete sidewalk, curb, and gutter at the cul-de-sac of Valley Way, and install a new sidewalk to close the existing gap along the north side of Valley Way, as shown on the approved plans, to provide a continuous pedestrian pathway from the project site to the Abbott Avenue/Valley Way intersection.
j. All public and private driveways shall provide and maintain a clear vision triangle, subject to review and approval prior to issuance of site improvement plans.

95. 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.

96. 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.

97. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.

98. 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.

99. Pothole Encroachment Permit: Due to multiple new utility service connections on Valley Way, Permittee shall pothole and verify all potential utility crossing conflict as part of the public improvement plan during the design stage.

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)***

100. Final Map Recordation: Permittee shall record the final map.

101. 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.

102. 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).

103. 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.

104. 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.

105. 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.

106. Solid Waste and Recycling Facility Design: Permittee shall comply with all applicable, mandatory, objective City design guidelines/details associated with haul route, turning radius, vertical and horizontal clearance, trash enclosure, staging area, storage area, etc.

107. 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.

108. 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.

109. Flood Plain Management: This Project is partially located in Flood Zone AE (EL=19') and AE (EL=18'), and partially located in Flood Zone X. Permittee shall comply with all applicable flood protection criteria as 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.

110. Development Fees: Permittee shall pay the following development fees. The information listed in items "a" through "g" are based upon current fee rates, per Engineering Fee Schedule FY 24-25. The fee rates are subject to change, unless otherwise exempted under SB 330.

a) Storm water connection fee (Per Ord. No. 239.8): Gateway-Main Street Specific Plan Area:
   - Impact Fee per Runoff Acre: $48,768.00. The runoff factor would be 0.4 runoff acre for residential, equating to a $19,507.00 impact fee per Runoff Acre.

b) Water connection fee at $1,164/unit for residential based upon increased water usage.
c) Sewer connection fee at $1,406/unit for residential based upon increased average wastewater flow.
d) Wastewater Treatment Plant fee per MMC VIII, Chapter 2, Section 7.04: $690/unit.
e) Calaveras Boulevard Widening Traffic Impact fee per Resolution No. 7894: $287.97/unit.
f) 3.8% of applicable fees in accordance with City Resolution No. 8969 as Permitting Automation Fee.
g) FEMA Flood Zone Designation Letter fee in the amount of $100.00 each.

111. 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.

112. 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)***

113. 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.

114. 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.

115. 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 rights-of-way or public easements.

116. 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.

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.*

117. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to, North and South of Valley Way, all that are shown on City approved plans.

118. Flood Plain Management: This property is shown on the Federal Emergency Management Agency (FEMA) flood insurance rate map (FIRM) for Santa Clara County, California, Map No. 06085C0066J for Community No. 060344 (City of Milpitas), with an effective date of February 19, 2014, as being partially located in Flood Zone AE (EL=19') and AE (EL=18'), and partially located in Flood Zone

X. Permittee shall comply with all applicable flood protection criteria required by the Federal Emergency Management Agency (FEMA) and MMC Title XI, Chapter 15. Permittee shall submit the FEMA approved LOMR-F, or if the LOMR-F process remains suspended by FEMA, equivalent documentation agreed upon through coordination with the City for each unit/building associated with the requested occupancy, if project is located in the SFHA. Lack of documentation will not preclude occupancy release.

119. Elevation and/or Flood Proofing Certificate: Permittee's civil engineer shall submit Elevation and/or Flood Proofing Certificates for the lowest finished floor elevation of each building for City records.

120. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes Ordinance.

121. Record Drawings: Permittee shall submit record drawings in full-size hard copy, AutoCAD, Tiff, and PDF formats for City records. Project redlines shall be submitted to the City for review prior to final as-builts being submitted. Record drawings shall include all public improvements and approved site modifications during construction.

122. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

LEGEND
P = Planning Department
B = Building Department
E = Engineering Department
F = Fire Department
H = Office of Housing
POL = Police Department
CAO = City Attorney's Office
ALL = All Reviewing Department

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

Environmental Checklist
600 Valley Way Residential Development Project

Prepared for:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035

March 2026

Environmental Checklist
600 Valley Way Residential Development Project

Prepared for:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035

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March 2026

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LIST OF ABBREVIATIONS

AD-BP	Abbott District Business Park
APN	Assessor Parcel Number
Basin Plan	San Francisco Bay Basin
BMP	best management practice
CAL FIRE	California Department of Forestry and Fire Protection
CAP	climate action plan
CBSC	California Building Standards Code
CRHR	California Register of Historic Resources
CUPA	Certified Unified Program Agencies
DOSH	California Division of Occupational Safety and Health
DTSC	California Department of Toxic Substances Control
EPA	US Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FHSZ	fire hazard severity zone
GHG	greenhouse gases
GW-MU	Gateway-Mixed Use
LD-MU	Library District Mixed-Use
LID	Low Impact Development
MFD	Milpitas Fire Department
MGSP	Milpitas Gateway-Main Street Specific Plan
MS-MU	Main Street Mixed-Use
NFIP	National Flood Insurance Program
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
PRC	Public Resources Code
Project	600 Valley Way Residential Development Project

RWQCB	regional water quality control board
SCVHP	Santa Clara Valley Habitat Plan
SCVURPPP	Santa Clara Valley Urban Runoff Pollution Prevention Program
SEIR	Subsequent Environmental Impact Report
SWPPP	stormwater pollution prevention plan
TAC	toxic air contaminant
UWMP	urban water management plan
VMT	vehicle miles traveled
WQMP	water quality management plan
XR-MU	Crossroads Mixed-Use

1 INTRODUCTION AND CEQA REGULATIONS

1.1 INTRODUCTION

On October 28, 2025, the Milpitas City Council adopted the Gateway-Main Street Specific Plan (MGSP). The MGSP is a comprehensive update and rename of the Milpitas Midtown Specific Plan, which was originally adopted in 2002. The MGSP reflects a greater focus on: 1) the historical significance of Main Street as a place for community members to gather and mingle; 2) the importance of Calaveras Boulevard as a primary gateway into central Milpitas; and 3) the Interstate 880 (I-880) freeway frontage along Abbott Avenue with opportunities for new mixed-use commercial and office development. The MGSP also prioritizes mixed-use development as a way to increase residential use and density in the MGSP plan area. The MGSP vision and strategies are organized into four focus areas or districts: (1) Crossroads, (2) Main Street, (3) Gateway, and (4) Abbott. The MGSP establishes several new zoning districts in the plan area, including:

- MS-MU (Main Street Mixed-Use)
- XR-MU (Crossroads Mixed-Use)
- GW-MU (Gateway Mixed-Use)
- LD-MU (Library District Mixed-Use)
- AD-BP (Abbott District Business Park)

The proposed 600 Valley Way Residential Development Project (Project) is located within the northwestern portion of the MGSP plan area. The Project site is designated in the GWSP and City's General Plan as Gateway-Mixed Use (GW-MU). The GW-MU designation is characterized by a community-serving commercial orientation along I-880 and Calaveras Boulevard (State Route 237), located south of the Project site, and a neighborhood-serving transition area adjacent to existing neighborhoods within the northern end of the Gateway District, where the Project site would be located. This designation permits medium- to high-density residential (18 to 65 dwelling units per acre). Building height in the GW-MU designation cannot exceed 65 feet and the maximum number of stories is five. The proposed Project would remove two existing office buildings and three multi-tenant industrial buildings and develop a new multifamily residential community. The Project would include 24 new three-story townhome buildings, totaling 134 units, including 14 adaptable units, as well as a one-story clubhouse located in the center of the Project site. Of the 134 townhomes, 15 percent, or 20 units, would be offered as below-market-rate ownership units at the moderate-income level. Non-buildable areas throughout the Project site would be designated as common areas to provide easements for private ingress and egress, emergency vehicle access, shared utilities, and private drainage. The Project is consistent with the MGSP except for minor deviations allowed by the State Density Bonus Law (Government Code 65915-65918) and is considered a subsequent project as part of the implementation of the MGSP.

1.2 ENVIRONMENTAL REVIEW PROCESS

The City certified a Subsequent Environmental Impact Report (SEIR) for the MGSP on October 28, 2025 (State Clearinghouse No. 2024070432). The SEIR provides an assessment of the reasonably foreseeable and potentially significant adverse environmental effects of the MGSP that may occur beyond what was evaluated in the City of Milpitas 2040 General Plan EIR. The SEIR for the MGSP was prepared at the program "first-tier" level of environmental review consistent with the requirements of the California Environmental Quality Act (CEQA) (CEQA Guidelines Sections 15152 and 15168) for the overall MGSP area.

According to Section 15182 of the CEQA Guidelines, certain residential, commercial and mixed-use projects that are consistent with a specific plan adopted pursuant to Title 7, Division 1, Chapter 3, Article 8 of the Government Code are exempt from CEQA. Section 15182(c) of the CEQA Guidelines states that a residential project undertaken pursuant

to and in conformity to a specific plan that included certification of an EIR are exempt from CEQA unless one of the conditions described in CEQA Guidelines Section 15162 occur as a result of the project.

Section 15162 of the CEQA Guidelines lists the conditions that would require the preparation of a subsequent EIR or negative declaration. These include the following:

- Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
  - The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
  - Significant effects previously examined will be substantially more severe than shown in the previous EIR;
  - Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
  - Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative

This environmental checklist document is intended to provide supporting information that none of the events outlined in CEQA Guidelines Section 15162 have occurred, that the Project is consistent with Section 15182 and the MGSP SEIR, and is therefore exempt from the provisions of CEQA.

2 PROJECT DESCRIPTION

2.1 PROJECT OVERVIEW

The proposed 600 Valley Way Residential Development Project (Project) would involve the demolition of five non-residential buildings and the construction of a new 134-unit residential community on an approximately 7.22 acre site in the City of Milpitas. The Project would also include a vesting tentative map to combine the three existing site parcels into a single lot. The site is located within the Milpitas Gateway-Main Street Specific Plan area.

2.2 PROJECT LOCATION AND EXISTING LAND USES

The Project is located at 600 Valley Way in the western portion of the City of Milpitas, as shown in Figure 2-1. The Project site measures approximately 7.22-acres and consists of the parcels identified by Assessor Parcel Numbers (APNs) 222-80-25, 222-80-24, and 222-80-22. The Project site, located on generally flat paved land, currently contains 2 two-story office buildings and three single story multi-tenant industrial buildings. The existing buildings are currently vacant and total approximately 109,775 square feet, but were previously approximately 55 percent occupied with 35 of 64 units utilized. The Project site is currently bounded by residential uses to the north, commercial uses to the east, the I-880/State Route 237 interchange to the south, and I-880 to the west. The Project site contains an existing 8-inch public water main and an associated 15-foot waterline easement that runs through the middle of the Project site.

The Project is located within the Milpitas Gateway-Main Street Specific Plan (MGSP) area, which designates the site area as a Gateway Mixed-Use (GW-MU) zone. The GW-MU zone is characterized by a community-serving commercial orientation along I-880 and Calaveras Boulevard (State Route 237), located south of the Project site, and a neighborhood-serving transition area adjacent to existing neighborhoods within the northern end of the Gateway District, where the Project site would be located. The Project site is also identified as a "Rezone Site" for housing development in the City's 2023-2031 Housing Element.

2.3 PROJECT OBJECTIVES

The applicant's objectives for the proposed Project includes:

- Deliver a mix of market-rate and below-market-rate high-quality housing that complements the existing residential neighborhood.
- Develop housing at a density that meets the City of Milpitas Gateway–Main Street Specific Plan requirements, ensuring marketability and a reasonable return on investment to attract both equity and construction financing.
- Assist the City of Milpitas in meeting its regional housing needs allocation for market-rate and below-market-rate units, including 15 percent (20 units) of below-market-rate ownership housing at the moderate-income level.
- Revitalize and redevelop a vacant, underutilized office site into a residential community compatible with the surrounding neighborhood.
- Create a lively, walkable environment with a publicly accessible pedestrian pathway through the site, providing access for adjacent residents to surrounding community-serving retail and transit.
- Enhance the neighborhood's architectural and visual character through buildings designed to be compatible with the surrounding residential scale and character.

Source: Adapted by Ascent in 2025.

Figure 2-1 Project Location

2.4 PROJECT DESCRIPTION

The proposed Project would involve the demolition of the existing two office buildings and three multi-tenant industrial buildings located on the current Project site. The Project would construct 24 new three-story townhome buildings, totaling 134 units, including 14 adaptable units, as well as one one-story clubhouse located in the center of the Project site, as shown in Figure 2-2. The proposed Project would total approximately 307,102 square feet of gross floor area, with a proposed density of 19 dwelling units per acre. Of the 134 townhomes, 15 percent, or 20 units, would be offered as below-market-rate ownership units at the moderate-income level. The remaining 114 units would be market-rate ownership units. Non-buildable areas throughout the Project site would be designated as common areas to provide easements for private ingress and egress, emergency vehicle access, shared utilities, and private drainage. The private streets would be covered by proposed 26-feet wide emergency vehicle access easements and typical 34-feet wide public services and utility easements. The proposed Project also includes a vesting tentative map that includes removal of existing property lines interior to the Project site and creation of easements for the townhome buildings, private streets, and common areas. The townhome units would ultimately be sold as condominiums, and the condominium units will be created in the Project's final map. The proposed vesting tentative map is shown on Figure 2-3.

The Project would be generally consistent with the MGSP Design Standards, such as orienting the ground floor residential unit entries towards publicly accessible pathways, achieving setbacks, and providing street trees. The only deviations are minor in nature and excepted from Design Standard requirements by waivers and concessions pursuant to the State Density Bonus Law (Gov. Code Section 65915).

2.4.1 Building Design

The townhome buildings would be constructed with a height of approximately 38 feet to the top of the roof and 45 feet to the tallest architectural element. The townhomes would incorporate various rooflines, balconies, and projections to create visual interest, along with a mixture of window sizes, decorative trim, and roof overhangs. The proposed clubhouse, which would be located at the approximate center of the Project site, would serve as the community hub, providing space for gatherings and a management office.

2.4.2 Parking and Vehicle Access

The townhomes would be built with a "tuck-under" style and include a private, two car garage per unit. The private garages would be accessed via the site's internal street network. A total of 328 parking spaces for residents and visitors would be provided through a combination of private garages and outdoor parking. Each private 2-car garage includes one Level 2 EV Ready stall and one Level 1 EV Ready stall. For outdoor guest parking, 25 percent of stalls would be EV charging stations with Level 2 infrastructure, and 75 percent would be Low Power Level 2 EV Ready. The Project has two points of access from the public right-of-way. The first is via a cul-de-sac to Valley Way on the eastern edge of the Project site, which would act as the main ingress/egress to the site. This frontage would contain three driveways on the cul-de-sac bulb and a public sidewalk, which would be rebuilt as part of the Project. The second point of access is via a short segment of Valley Way to the north of the Project site which would act solely as an emergency vehicle access point, outfitted with a new driveway and removable bollards. Non-emergency vehicle access to the Project site, such as residents and guests, would be provided from Valley Way at cu-de-sac and connect to internal private streets. A total of 134 long-term bicycle parking spaces would be provided in private garages for each unit. Additionally, 12 short-term bicycle parking spaces would be provided outdoors on site.

2.4.3 Landscaping

Along with demolition of the existing five buildings, the proposed Project would also demolish approximately 147,000 square feet of the existing parking lot. New private pedestrian walkways would be constructed within the new residential community, providing access to the proposed townhouses for future residents. A central open space spine

would provide connectivity to the adjacent single-family neighborhood and nearby commercial areas. A variety of activities and lounging spaces would be connected to the central open spine by paths that extend to all of the townhomes and surrounding neighborhood. Activities and facilities would include picnic areas, recreation areas, a dog run, and lounging areas with seating. While the Project would remove 115 trees protected by City Municipal Code Title 5, Chapter 2, Section 7, and 16 smaller trees, shrubs, and other vegetation as part of site preparation, landscaping would involve the installation of 341 new trees and the preservation of 7 protected trees to increase the overall site canopy. At least 75 percent of the landscaping would be drought tolerant, native species. Materials for the landscaping areas would include color concrete walks, accent paving, stucco walls, and wood trellises.

2.4.4 Utility Infrastructure

The Project site contains an existing 8-inch public water main and an associated 15-foot waterline easement that traverses through the approximate middle of the Project site, generally between Valley Way and the residential neighborhood north of the Project site. The water main would be abandoned and capped in place, and the associated easement would be vacated. A new 8-inch water pipeline would be routed through the new private streets. Associated water branch lines feeding the buildings would also be installed. Public storm and sewer mains would also be installed within the private streets.

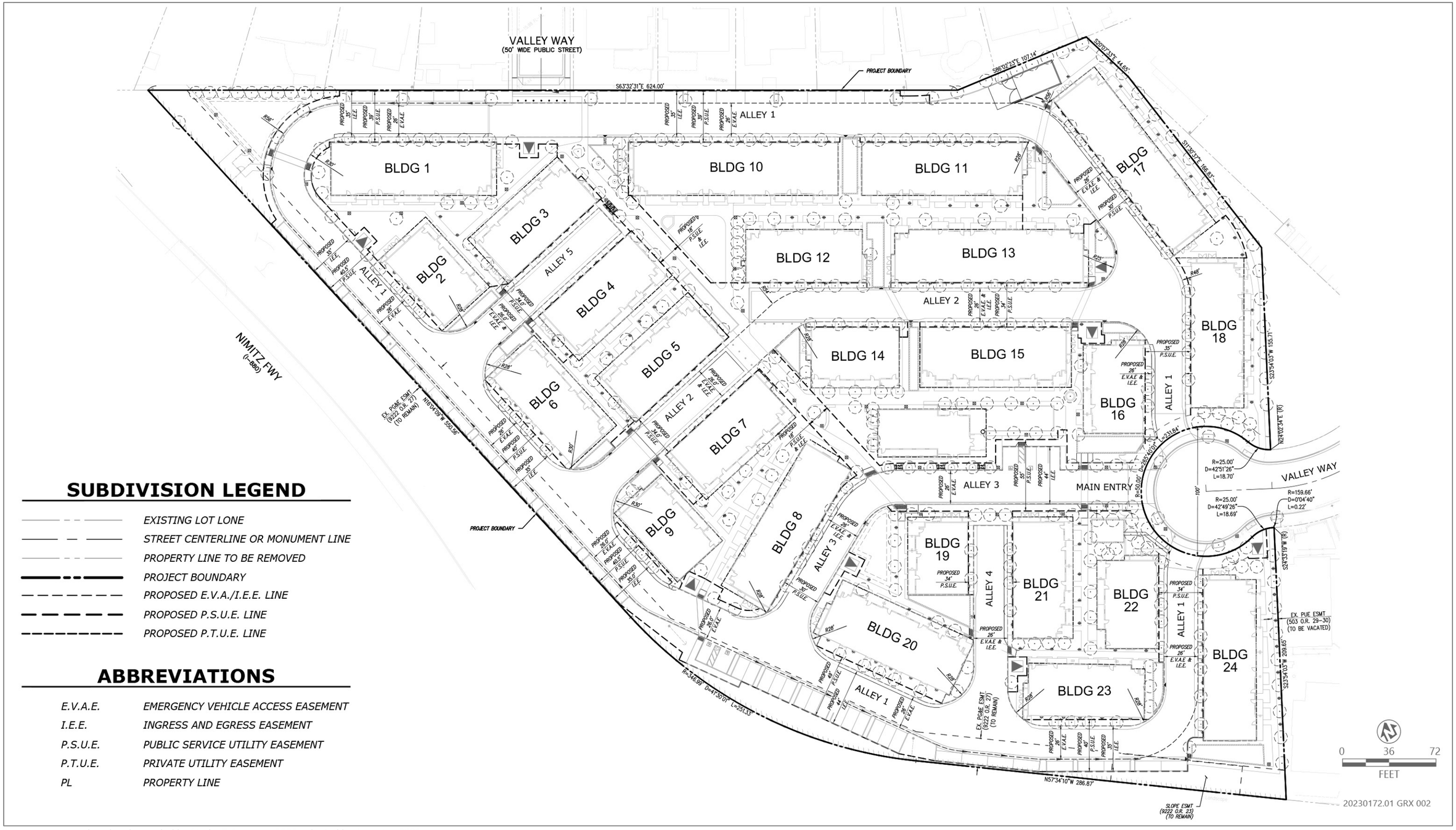
The Project is expected to require eight new transformers within the private streets. Electricity would be provided from existing Pacific Gas and Electric facilities in the Project area. The proposed Project would be entirely electric with no natural gas connections. Each of the townhomes would be constructed to easily accommodate photovoltaic solar panels.

The proposed Project would increase impervious surface area on the Project site by approximately 40,982 square feet over existing conditions. However, in compliance with the Santa Clara Valley Urban Runoff Pollution Prevention Plan (SCVURPPP), the proposed Project would add new on-site stormwater treatment that would allow all stormwater runoff from impervious surfaces on the site to be treated prior to leaving the site and entering the public stormwater system. On-site treatment would be through bioretention areas and flow-through planters. Additionally, the Project would utilize other low-impact development methods, such as pervious pavers to allow precipitation to infiltrate the ground rather than becoming runoff.

Proposed water and sewer facilities would be constructed per City of Milpitas standards and dedicated to the City. The on-site water mains, sewer mains, water service laterals (up to and including the water meters), and sewer laterals (up to and excluding the sewer cleanouts) would be maintained by the City. Fire service facilities would be public up to the back flow prevention device and maintained by the City. The fire service line beyond the back flow prevention device would be private. All other surface and sub surface facilities within the would be maintained by the homeowners association, such as on-site storm drain facilities.

Source: Image produced and provided by Studio T Square in 2025; adapted by Ascent in 2025.

Figure 2-2 Conceptual Site Plan



SUBDIVISION LEGEND

- *EXISTING LOT LONE*
- *STREET CENTERLINE OR MONUMENT LINE*
- *PROPERTY LINE TO BE REMOVED*
- *PROJECT BOUNDARY*
- *PROPOSED E.V.A./I.E.E. LINE*
- *PROPOSED P.S.U.E. LINE*
- *PROPOSED P.T.U.E. LINE*

ABBREVIATIONS

E.V.A.E.	*EMERGENCY VEHICLE ACCESS EASEMENT*
I.E.E.	*INGRESS AND EGRESS EASEMENT*
P.S.U.E.	*PUBLIC SERVICE UTILITY EASEMENT*
P.T.U.E.	*PRIVATE UTILITY EASEMENT*
PL	*PROPERTY LINE*

Source: Image produced and provided by Studio T Square in 2025; adapted by Ascent in 2026.

Figure 2-3 Proposed Vesting Tentative Map

2.5 CONSTRUCTION

Based on the preliminary grading design for the proposed Project, there would be no export or import of cut and fill materials, respectively. Grading would be balanced on-site. The maximum excavation depth for utility trenching would be approximately 11 feet below existing ground surface, which is required for connection to the existing sewer main. Grading for surface improvements, such as building pads, would not extend more than approximately 5 feet below existing grade.

Project construction would begin with demolition of existing buildings on the Project site. Demolition would require approximately two months. Project construction would require approximately 30 months. All off-road construction equipment greater than 50 horsepower would meet Tier 4 emission standards of the US Environmental Protection Agency.

2.6 REQUIRED ACTIONS

The Project would require the following actions by the City.

- Approval for the new Project planning entitlements under the MGSP.
- Architectural (i.e., design) review and a tree removal permit for removal of protected trees.
- Approval of the vesting tentative map and lot line adjustments that reconfigures APNs 222-80-25, 222-80-24, and 222-80-22 into a single lot.

Other anticipated permits, approvals, and actions by the City associated with the Project includes the following:

- Issuance of demolition permits for removal of existing buildings and parking lots and building permits for construction of the new Project.
- Issuance of encroachment permits and on- and off-site improvement plans reviewed by the Department of Public Works.
- Approval of the State Density Bonus request and compliance with the City's Affordable Housing Ordinance.

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3 ENVIRONMENTAL CHECKLIST

APPROACH TO THE ENVIRONMENTAL ANALYSIS

The purpose of this checklist is to evaluate the Project in terms of any "changed condition" (i.e., changed circumstances, Project changes, or new information of substantial importance) that may result in environmental impact significance conclusions more severe from those found in the MGSP SEIR. The row titles of the checklist include the full range of environmental topics, as presented in Appendix G of the State CEQA Guidelines. The column titles of the checklist have been modified from the Appendix G presentation to help answer the questions to be addressed pursuant to CEQA Section 21166 and State CEQA Guidelines Section 15162. A "no" answer does not necessarily mean that there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact because it was analyzed and addressed with mitigation measures in the MGSP SEIR. For instance, the environmental categories might be answered with a "no" in the checklist because the impacts associated with the Project were adequately addressed in the MGSP SEIR, and the environmental impact significance conclusions of the MGSP SEIR remain applicable. The purpose of each column of the checklist is described below.

Where Impact was Analyzed

This column provides a cross-reference to the pages of the MGSP SEIR where information and analysis may be found relative to the environmental issue listed under each topic.

Do Proposed Changes Involve New Significant Impacts?

The significance of the environmental impacts of the Project-specific features not considered in the MGSP and its SEIR, is indicated in the columns to the right of the environmental issues.

Any New Circumstances Involving New or Substantially More Severe Significant Impacts?

Pursuant to Section 15162(a)(2) of the CEQA Guidelines, this column indicates whether there have been changes to the Project site or the vicinity (circumstances under which the Project is undertaken) that have occurred subsequent to the prior environmental documents, which would result in the current Project having new significant environmental impacts that were not considered in the prior environmental documents or having substantial increases in the severity of previously identified significant impacts.

Any New Information Requiring New Analysis or Verification?

Pursuant to Section 15162(a)(3)(A-D) of the CEQA Guidelines, this column indicates whether new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the MGSP SEIR was certified as complete, requiring an update to the analysis of the SEIR to verify that the environmental conclusions and mitigation measures remain valid. If the new information shows that: (A) the Project will have one or more significant effects not discussed in the SEIR; or (B) that significant effects previously examined will be substantially more severe than shown in the SEIR; or (C) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects or the Project, but the Project proponents decline to adopt the Mitigation Measure or alternative; or (D) that mitigation measures or alternatives which are considerably different from those analyzed in the SEIR would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt

the Mitigation Measure or alternative, the question would be answered "yes" requiring the preparation of a CEQA document. However, if the additional analysis completed as part of this Environmental Checklist Review finds that the conclusions of the prior environmental documents remain the same and no new significant impacts are identified, or identified significant environmental impacts are not found to be substantially more severe, the question would be answered "no" and no additional CEQA documentation would be required (i.e., Project is exempt from CEQA).

Do Prior Environmental Documents Mitigations Address/Resolve Impacts?

This column indicates whether the MGSP SEIR and adopted CEQA Findings provide mitigation measures to address effects in the related impact category. In some cases, the mitigation measures have already been implemented. A "yes" response will be provided in either instance. If "NA" is indicated, this Environmental Checklist Review concludes that there was no impact, or the impact was less-than-significant and, therefore, no mitigation measures are needed.

DISCUSSION AND MITIGATION SECTIONS

Discussion

A discussion of the elements of the checklist is provided under each environmental category to clarify the answers. The discussion provides information about the particular environmental issue, how the Project relates to the issue, and the status of any mitigation that may be required or that has already been implemented.

Mitigation Measures

Applicable mitigation measures from the prior environmental review that would apply to the Project are listed under each environmental category. New mitigation measures are included, if needed.

Conclusions

A discussion of the conclusion relating to the need for additional environmental documentation is contained in each section.

3.1 AESTHETICS

	ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
I.	Aesthetics.				
a)	Have a substantial adverse effect on a scenic vista?	Pages 3.1-5 and 3.1-6 of Draft SEIR	No	No	N/A
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	Page 3.1-5 of Draft SEIR	No	No	N/A
c)	In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	Pages 3.1-6 and 3.1-7 of Draft SEIR	No	No	N/A
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	Page 3.1-7 of the Draft SEIR	No	No	N/A

3.1.1 Discussion

No substantial change in the environmental and regulatory settings related to aesthetics, described in the MGSP SEIR Section 3.1, Aesthetics, has occurred since certification of the SEIR in October 2025.

a) Have a substantial adverse effect on a scenic vista?

As described in the SEIR Section 3.1, Aesthetics, implementation of the MGSP would increase the level and potential height of development within the MGSP Plan Area. However, long distance views of and through the MGSP Plan Area are largely precluded by existing development, landscaping, and no expansive areas of open space would be removed as a result of Project implementation. Impacts related to scenic vistas as a result of the MGSP would be less than significant.

The proposed Project is consistent with the development density and type envisioned for the Project site in the MGSP. The townhome buildings would be constructed with a height of approximately 45 feet to the tallest architectural element. This is within the building heights envisioned for the Project site in the MGSP. Therefore, the proposed Project would have less than significant impacts on scenic vistas. There would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

As described in the SEIR Section 3.1, Aesthetics, there are no designated or eligible Caltrans Designated Scenic Highways within or near the MGSP Plan Area. Therefore, implementation of the MGSP would not damage scenic resources in the vicinity of a scenic highway. The proposed Project is in Milpitas, and therefore, consistent with the MGSP, would also have no impact to state scenic highway resources.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

As described in the SEIR Section 3.1, Aesthetics, implementation of the MGSP would result in the construction and operation of development within the MGSP Plan Area and could result in alteration of views, primarily due to potential development of high-rise residential structures. However, the development envisioned in the MGSP are subject to the MGSP Objective Design Standards, which are consistent with General Plan policies regarding urban design. Additionally, individual projects within the MGSP Plan Area are required to adhere to local zoning and land use requirements as well as the MGSP Objective Design Standards, including maintenance of existing views and implementation of screening measures (e.g., landscaping and other design features, primarily along the base of the structures). For these reasons, the SEIR determined the MGSP would not conflict with applicable zoning and other regulations governing scenic quality, and impacts would be less than significant.

The proposed Project would be consistent with the GW-MU land use designation of the Project site. For example, the GW-MU designation permits multi-family dwelling buildings with a maximum heigh of 65 feet. The proposed Project consists of multi-family dwelling buildings with a maximum heigh of 45 feet. The proposed Project would also be generally consistent with the MGSP Objective Design Standards. For example, ground-floor residential entries would be oriented towards the publicly accessible pathways, consistent with MGSP Design Standard 3.7.3. Consistent with Objective Design Standard 4.2.2.B, the facades of the proposed buildings would provide variations in building modulation, articulation, and fenestration. Consistent with MGSP Design Standard 3.6.4, the Project would include appropriately sized and spaced landscaping. Impacts would be less than significant. There would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

As described in the SEIR Section 3.1, Aesthetics, the MGSP would increase nighttime lighting within the MGSP Plan Area as a result of new light sources attributed to proposed residential and mixed-use development. The development envisioned in the MGSP is subject to the Milpitas General Plan 2040 policies and City lighting standards in the Municipal Code (Section XI-10-45.15-3) that address lighting and glare. The SEIR determined that impacts related to light and glare would be less than significant.

The proposed Project would include outdoor lighting. Lighting would meet the requirements of the City of Milpitas Municipal Code, as well as the policies in the General Plan 2040, which are described in SEIR Section 3.1, Aesthetics. Additionally, consistent with MGSP Objective Design Standard 3.8.1, the proposed location and position of outdoor lights would prevent nuisance light, or spillover of obtrusive light. Consistent with MGSP Urban Design Standard 4.2.3.A, the proposed Project would utilize vinyl windows, which have low reflectivity and glare. Accordingly, consistent with the MGSP, the proposed Project would have less than significant impacts related to light and glare. There would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

3.1.2 Mitigation Measures

No significant aesthetic impacts were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.1.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to aesthetics.

3.2 AGRICULTURE AND FORESTRY RESOURCES

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
II. Agriculture and Forest Resources. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997, as updated) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the Project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	Page 1-3 of the Draft SEIR	No	No	N/A
b) Conflict with existing zoning for agricultural use or a Williamson Act contract?	Page 1-3 of the Draft SEIR	No	No	N/A
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	Page 1-3 of the Draft SEIR	No	No	N/A
d) Result in the loss of forest land or conversion of forest land to non-forest use?	Page 1-3 of the Draft SEIR	No	No	N/A
e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	Page 1-3 of the Draft SEIR	No	No	N/A

3.2.1 Discussion

No substantial change in the environmental and regulatory settings related to agriculture or forestry resources has occurred since certification of the SEIR in October 2025. These resources are not present within the Project site.

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

b) Conflict with existing zoning for agricultural use or a Williamson Act contract?

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

d) Result in the loss of forest land or conversion of forest land to non-forest use?

e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

As discussed in Section 1.3.1 of the SEIR, the MGSP Plan Area is fully developed and no agricultural, forestry, or timber resources exist on or adjacent to the Plan Area. In addition, the Plan Area is not zoned for agricultural or forestry uses. For this reason, the SEIR determined that development envisioned in the MGSP would have no impact to agriculture or forestry resources. The proposed Project is in the Plan Area and consistent with the MGSP. Therefore, the proposed Project would also have no impact to agriculture or forestry resources.

3.2.2 Mitigation Measures

No impacts, including significant impacts to agriculture or forestry resources were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no impacts on agriculture or forestry resources. No mitigation is required.

3.2.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe impacts than those identified in the MGSP SEIR. Agriculture and forestry resources do not occur in the Project site, consistent with conditions described for these resources in the SEIR. Therefore, consistent with the MGSP, the proposed Project would have no impacts to agriculture or forestry resources.

3.3 AIR QUALITY

ENVIRONMENTAL ISSUES		Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
III. Air Quality.					
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied on to make the following determinations.					
Are significance criteria established by the applicable air district available to rely on for significance determinations? Would the Project:					
a)	Conflict with or obstruct implementation of the applicable air quality plan?	Pages 3.2-15 through 3.2-17 of the Draft SEIR	No	No	N/A
b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Pages 3.2-15 through 3.2-17 of the Draft SEIR	No	No	N/A
c)	Expose sensitive receptors to substantial pollutant concentrations?	Page 3.2-18 of the Draft SEIR	No	No	N/A
d)	Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	Page 3.2-19 of the Draft SEIR	No	No	N/A

3.3.1 Discussion

No substantial change in the environmental and regulatory settings related to air quality, described in the MGSP SEIR Section 3.2, Air Quality, has occurred since certification of the SEIR in October 2025.

a) Conflict with or obstruct implementation of the applicable air quality plan?

As discussed in SEIR Section 3.2, Air Quality, the MGSP would be consistent with the General Plan policies and the Bay Area Air Quality Management District's (now known as Bay Area Air District) 2017 Clean Air Plan because the development envisioned in the MGSP would increase service population and decrease vehicle miles traveled (VMT), thus it would be consistent with the 2017 Clean Air Plan and General Plan policies. Impacts of the MGSP were determined to be less than significant.

The proposed Project is consistent with the development type and density envisioned in the MGSP. Therefore, the proposed Project would be consistent with the 2017 Clean Air Plan and General Plan policies pertaining to air quality. Consistent with the MGSP, impacts of the proposed Project would be less than significant. There would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

As discussed in SEIR Section 3.2, Air Quality, construction of the development envisioned in the MGSP would result in short-term temporary increases in criteria air pollutants and ozone precursors as a result of off and on road vehicle exhaust and dust emissions associated with earthwork and vehicular travel. The SEIR states that while the MGSP envisions more development in the MGSP Plan Area than the General Plan (prior to adoption of the MGSP), construction equipment fleets would continue to become cleaner over time, preventing a substantial increase in exhaust emissions. Additionally, the MGSP is consistent with General Plan policies CON 1-1, 1-4 through 1-6, CON 1-8, 7-2 through 7-7 which all pertain to air quality construction impacts and require future land use development to incorporate and adhere to dust control measures in accordance with Bay Area Air District's Best Management Practices for fugitive dust control during construction. For these reasons, the SEIR determined that construction of the development envisioned in the MGSP would not result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment, and impacts would be less than significant.

The proposed Project would be consistent with the development density and building massing envisioned in the MGSP. Therefore, construction of the proposed Project would not increase the intensity or duration of construction beyond what was reasonably assumed in the SEIR. Construction of the Project would include typical activities, such as grading, trenching, and excavation, which are assumed construction activities in the MGSP. Additionally, the during Project construction, all off-road construction equipment greater than 50 horsepower would meet US Environmental Protection Agency (EPA) Tier 4 emission standards, exceeding current typical construction practice. The use of Tier 4 equipment would be consistent with the assumption from the SEIR stated in the prior paragraph above regarding cleaner equipment fleets into the future. Additionally, because the Project would be consistent with the MGSP, the Bay Area Air District's Best Management Practices for fugitive dust control during construction would be implemented during construction of the proposed Project. Therefore, the proposed Project would not result in substantially different construction emissions than discussed for the MGSP in the SEIR. The construction impacts of the proposed Project would therefore be less than significant, consistent with the impacts of the MGSP.

As discussed in SEIR Section 3.2, Air Quality, operational emissions per service population would decrease or stay the same for each criteria pollutant as a result of the MGSP. The SEIR states that this is due to increased residential densities and decreased non-residential development that would exist in the MGSP Plan Area after build out of the MGSP, including a reduction in VMT and associated vehicle emissions. For these reasons, the SEIR determined that operation of the development envisioned in the MGSP would not result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment, and operational impacts would be less than significant.

The proposed Project would be consistent with the land use and density envisioned for the Project site in the MGSP. The Project would remove five existing buildings and redevelop the site with 134 dwelling units, consistent with the analysis of operational impacts in the SEIR. Additionally, as discussed in SEIR Section 3.11, Transportation, the VMT generated by residential development associated with the MGSP would be below the applied significance threshold, which represents a decrease in VMT compared to existing conditions in the region. Therefore, the proposed Project would not result in substantially different operation emissions than discussed for the MGSP in the SEIR. The operational impacts of the proposed Project would therefore be less than significant, consistent with the impacts of the MGSP. There would be no new or substantially more severe significant impacts related to criteria pollutants than previously identified in the MGSP SEIR.

c) Expose sensitive receptors to substantial pollutant concentrations?

As discussed in SEIR Section 3.2, Air Quality, the development envisioned in the MGSP would not add new or additional sources of toxic air contaminant (TAC) emissions. The SEIR determines that impacts related to substantial pollutant concentrations would be less than significant. However, SEIR Section 3.2 states that if future individual projects in the GWSP Plan Area may result in exposure to TACs, these future projects would be required to implement mitigation measures to reduce the impact to a less than significant level, consistent with Bay Area Air District requirements.

As discussed in Section 2, Project Description, of this environmental checklist, the during construction of the proposed Project, all off-road construction equipment greater than 50 horsepower would meet EPA Tier 4 emission standards. Using EPA Tier 4 construction equipment can reduce exposure to toxic air contaminants during construction by substantially lowering emissions of diesel particulate matter, nitrogen oxides (NO_X), and other harmful pollutants (EPA 2004). Tier 4 engines are equipped with advanced emission control technologies (CAPCOA 2024). These advanced emission control technologies capture and neutralize fine particulates and gaseous pollutants before they are released into the air. As a result, construction activities generate cleaner exhaust, improving air quality on and near the site and reducing potential health risks of exposure to substantial concentrations of TACs for workers and nearby communities. Therefore, the use of Tier 4 equipment at the Project site would reduce exposure to TACs for both Project construction workers and for residents in the existing neighborhood adjacent to the north of the Project site. In operation, the proposed Project would result in residential land uses with no substantial sources of TACs. Accordingly, the proposed Project would not expose sensitive receptors to substantial pollutant concentrations, including TACs. Consistent with the MGSP, the impacts of the Project would be less than significant, and no mitigation is required. There would be no new or substantially more severe significant impacts related to substantial pollutant concentrations and sensitive receptors than previously identified in the MGSP SEIR.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

As discussed in SEIR Section 3.2, Air Quality, construction of the development envisioned in the MGSP would generate odors that some may find objectionable, such as emissions generated by heavy-duty diesel equipment and the laying of fresh asphalt during future anticipated construction activities. These odors were determined to be less than substantial because they would be intermittent and temporary and would dissipate rapidly from the source of the emission. The SEIR determines that operation of the development in the MGSP would not introduce new sources of odors adversely affecting a substantial number of people. For these reasons the MGSP SEIR determined that impacts related to odors would be less than significant.

Diesel exhaust odor comes primarily from gaseous pollutants produced during incomplete combustion, such as unburned hydrocarbons, aldehydes, sulfur compounds, and nitrogen oxides (Cernansky 1983). As discussed in checklist item "c)" above, Tier 4 equipment would be used during construction of the proposed, which would reduce gaseous pollutants in diesel emissions. This would reduce the potency of the odors in diesel emissions. Additionally, as described in the MGSP SEIR, construction emissions would be temporary and intermittent. Asphalt and diesel emissions would generally be associated with the earlier stages of construction, including demolition and site preparation work. Framing and architectural finishing would not require substantial use of diesel equipment or asphalt work. In operation, the Project would consist of residential uses, typical of uses adjacent to north of the site where receptors are located. Residential uses are not associated with emissions of odors affecting a substantial number of people. Therefore, consistent with the MGSP, the impacts of the Project would be less than significant, and no mitigation is required. There would be no new or substantially more severe significant impacts related to adverse odor than previously identified in the MGSP SEIR

3.3.2 Mitigation Measures

No significant air quality impacts were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.3.3 Conclusion

No new circumstances or project changes have occurred, nor has any new information been found that would result in new significant or substantially more severe significant impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to air quality.

3.4 BIOLOGICAL RESOURCES

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
IV. Biological Resources. Would the Project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?	Pages 3.3-22 through 3.3-28 of the Draft SEIR	No	No	N/A
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?	Pages 3.3-28 through 3.3-29 of the Draft SEIR	No	No	N/A
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Pages 3.3-30 through 3.3-31 of the Draft SEIR	No	No	N/A
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Pages 3.3-29 through 3.3-30 of the Draft SEIR	No	No	N/A
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Pages 3.3-31 through 3.3-32 of the Draft SEIR	No	No	N/A
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Page 3.3-21 of the Draft SEIR	No	No	N/A

3.4.1 Discussion

No substantial change in the environmental and regulatory settings related to biological resources, described in the MGSP SEIR Section 3.3, Biological Resources, has occurred since certification of the SEIR in October 2025.

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?

As described in the SEIR Section 3.3, Biological Resources, implementation of the MGSP could result in the disturbance to several special-status plant species and special-status wildlife species if present in or near the project area. Adherence to General Plan Action CON-3b would provide protection for special-status species by requiring pre-construction surveys, implementation of mitigation measures identified by a qualified biologist, and training for contractors and sub-contractors to identify and avoid protected species and habitat. For these reasons, the SEIR determined that impacts would be less than significant.

The proposed Project site is located on land identified as developed and non-native forest and does not contain any aquatic resources on the Project site. The SEIR identified nine special-status plants in the MGSP Area, however, these identified plant species are typically found in wetland habitats. As mentioned, the Project site does not contain any aquatic resources, thus the proposed Project would not create new significant or substantially more severe impacts on special-status plant species. However, nine special-status wildlife species located within the MGSP Area have the potential to occur on the Project site. The proposed Project includes the removal of existing trees and vegetation, ground disturbance, staging, or heavy equipment operation which may result in the direct loss of special-status species. However, the proposed Project would be required to adhere to General Action Plan CON-3b which would reduce impacts. Thus, impacts would be less than significant, consistent with the MGSP, and there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?

As described in the SEIR Section 3.3, Biological Resources, implementation of the MGSP could result in the degradation or loss of riparian habitat, other sensitive natural communities, or the reduction in the function of these habitats, if present. Adherence to General Plan Action CON-3b would provide protection for riparian habitat and sensitive natural communities by requiring protective barriers, reducing soil compaction, and providing pre-construction training for contractors and sub-contractors. Additional Policies CON 3-1, CON 3-2, CON 3-3, CON 3-5, and Actions CON-3c through CON-3h form the General Plan would minimize impacts on riparian habitat and sensitive natural communities. For these reasons, the SEIR determined that impacts would be less than significant.

The proposed Project site is located on land identified as developed and non-native forest and does not contain any aquatic resources on the Project site. The Project is not located on any riparian habitat or any sensitive natural community. Thus, the proposed Project would have no impact, and there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

As described in SEIR Section 3.3, Biological Resources, implementation of the MGSP may include ground disturbance, vegetation removal, and land development, which could result in adverse effects to water quality, or in fill or discharge into wetlands, Penitencia Creek, and Wrigley Ford Creek if present within or adjacent to the development. However, implementation of existing federal, state, and local regulations and General Plan actions such as Policies CON 3-1, CON 3-2, CON 3-3, CON 3-5, and CON 3-7 and Actions CON-3c, CON-3d, CON-3f, and CON-3j of the

General Plan minimize impacts on aquatic habitat in the MGSP Plan Area and protect state and federally protected wetlands and waters. For these reasons, the SEIR determined that impacts would be less than significant.

As mentioned above under b), the Project site is located on lands identified as developed and non-native forest and does not contain any state or federally protected wetlands or waters. Thus, the proposed Project would not have impacts to state or federally protected wetlands and waters, and there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

As discussed in Section 3.3.3 in Section 3.2, Biological Resources of the SEIR, the MGSP Plan Area does not contain any portion of a modeled Essential Connectivity Area or natural landscape block. The MGSP Plan Area contains little natural habitat and is surrounded by urban development that limits wildlife movement within the region surrounding the Plan Area. Furthermore, the MGSP Plan Area is adjacent to I-880 to the west and I-680 is to the east, which are a significant barrier to wildlife movement in the project area. For this reason, the SEIR determined that wildlife movement corridors would not be discussed further in the SEIR.

As described in the SEIR Section 3.3, Biological Resources, implementation of the MGSP would result in the construction of new buildings or infrastructure that could adversely affect potential bat roosting sites. However, future development would adhere to policies and actions in the General Plan Update, which would minimize impacts on bat roosts by preventing removal of large, mature trees, as well as the MGSP Objective Design Standards, which ensures that a minimum of 20 percent of open space area shall be planted with native trees. For these reasons, the SEIR determined that impacts would be less than significant.

The proposed Project is in the Plan Area and consistent with the MGSP and would not have effects on any wildlife movement corridors. However, the proposed Project would result in the demolition of five non-residential buildings and the removal of existing trees, which may affect bat roosts. However, the proposed Project would comply with MGSP Design Standard 4.3.4.A by providing street trees. Additionally, the existing buildings that would be demolished are occupied and not dilapidated or in disrepair, minimizing their suitability for bat roosts. Accordingly, consistent with the MGSP, the proposed Project would have less than significant impacts to native wildlife nursery sites, as trees would provide potential bat roosting habitat. Thus, the proposed Project would not have significant impacts to wildlife corridors or wildlife nursey sites and there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

As described in the SEIR Section 3.3, Biological Resources, implementation of the MGSP could result in the removal of trees, which would conflict with the City of Milpitas Tree Protection Regulations. Future development would comply with MGSP Objective Design Standards related to removal of trees, and the measures outlined in the General Plan Update, therefore, they will inherently comply with local ordinance codes and policies, including City of Milpitas Tree Protection Regulations. Thus, the SEIR determined that impact would be less than significant.

The proposed Project would result in the demolition of existing non-residential buildings and construction of 24 new townhome buildings, which may result in the removal of existing trees. However, the Project would be generally consistent with the MGSP Design Standards, including MGSP Design Standard 4.3.4.A which requires street trees to be included with landscape design. While the Project would remove approximately 115 trees protected by the City's Tree Protection and Heritage Tree Program, as well as 16 smaller trees, shrubs, and other vegetation, landscaping associated with the Project would involve the installation of 341 new trees and the preservation of 7 protected trees. Per the City's Tree Protection and Heritage Program, permits for removal of these trees would be required as well as a replacement tree planting ratio of 2:1. Through compliance of the Tree Protection and Heritage Program and installation of 341 new trees to replace the 131 proposed to be removed, the Project would not conflict any local

policies or ordinances protecting biological resources. Accordingly, consistent with the MGSP, the proposed Project would have a less than significant impact. Thus, the proposed Project would not have significant impacts to local policies or ordinances protecting biological resources and there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

As described in Section 3.3.3 in Section 3.3, Biological Resources of the SEIR, the MGSP Plan Area is within the Expanded Study Area for burrowing owl conservation in the Santa Clara Valley Habitat Plan (SCVHP) (County of Santa Clara et al. 2012). The geographical area of the primary SCVHP Study Area was determined inefficient to adequately mitigate and contribute to the recovery of western burrowing owl, thus areas outside of the primary SCVHP Study Area, which includes the City of Milpitas, were included to help meet the goals of the SCVHP. However, projects or actions initiated by other jurisdictions not listed as Permittees in the SCVHP are excluded from this coverage. Because the City of Milpitas is not listed as a Permittee under the SCVHP, the MGSP Plan Area would include conservation measures for western burrowing owls consistent with the SCVHP's conservation strategies for this species. Therefore, it was determined in the SEIR that this issue would not be evaluated further. The proposed Project is in the Plan Area and would be consistent with the MGSP. Therefore, the proposed Project would also have no impacts on conflict with the provisions of an adopted Habitat Conservation Plan.

3.4.2 Mitigation Measures

No significant biological resources impacts were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required beyond measures pursuant to the MGSP SEIR.

3.4.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to biological resources.

3.5 CULTURAL RESOURCES

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
V. Cultural Resources. Would the Project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	Pages 3.4-16 through 3.4-17 of the Draft SEIR	No	No	Yes
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	Pages 3.4-17 through 3.4-19 of the Draft SEIR	No	No	Yes
c) Substantially disturb human remains, including those interred outside of dedicated cemeteries?	Page 3.4-22 of the Draft SEIR	No	No	Yes

3.5.1 Discussion

No substantial change in the environmental and regulatory settings related to cultural resources, described in the MGSP SEIR Section 3.4, Cultural and Tribal Cultural Resources, has occurred since certification of the SEIR in October 2025.

a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

As described in SEIR Section 3.4, Cultural and Tribal Cultural Resources, implementation of the MGSP could result in demolition of historical resources through the increase in density for development. Implementation of SEIR Mitigation Measures 3.4-1a and 3.4-1b would reduce potentially significant impacts on historic resources because actions would be taken to evaluate historic age buildings and record those that are determined to be historical resources under CEQA. However, because the potential for permanent loss of a historic resource or its integrity cannot be precluded, the SEIR determined that impacts on historical resources would be significant and unavoidable.

Based on past aerial photographs, several of the existing buildings on the Project site date to at least 50 years in age. Fifty years is generally when buildings can be considered for historic eligibility. The Project would involve demolition of these existing buildings, which may result in the loss of a historic resource if applicable to one or more of the existing buildings. However, a historical report was prepared for the proposed Project which concluded that the existing buildings located on the Project site are not considered to be a historical resource (see Appendix A). Thus, the proposed Project would have no impact on historical resources, and there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

As described in SEIR Section 3.4, Cultural and Tribal Cultural Resources, implementation of the MGSP could result in discovery or damage of yet undiscovered archaeological resources. Implementation of SEIR Mitigation Measures 3.4-2a, 3.4-2b, 3.4-2c, 3.4-2d, and 3.4-2e would reduce potentially significant impacts on archaeological resources

because workers awareness training would be required and monitoring within 100 feet from known resources. However, some archaeological resources may not be avoided during future projects. Therefore, the SEIR determined that impacts on archaeological resources would be significant and unavoidable.

While the proposed Project is located on previously disturbed and developed land, the proposed Project would require subsurface construction work, such as grading, trenching, and excavation, which may result in the loss of an archaeological resource. One precontact archaeological site is known to be located within 100 feet of the Project site. Therefore, the proposed Project would comply with adopted Mitigation Measures 3.4-2a through 3.4-2e, as described in the MGSP SEIR, to reduce potential impacts to archaeological resources. Due to the known resource and general sensitivity of the area, some archaeological resources may not be able to be fully avoided. Thus, impacts would be significant and unavoidable, consistent with the MGSP, and there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

c) Substantially disturb human remains, including those interred outside of dedicated cemeteries?

As described in SEIR Section 3.4, Cultural and Tribal Cultural Resources, implementation of the MGSP could result in the disturbance of human remains, as un-marked, previously unknown human remains are present within or in the immediate vicinity of the MGSP Area. However, future development would be required to comply with California Health and Safety Code Section 7050.5 and California Public Resources Code (PRC) Section 5097, which would provide an opportunity to avoid or minimize the disturbance of human remains, and to appropriately treat any remains that are discovered. Therefore, the SEIR determined that impacts on human remains would be less than significant.

As mentioned above under a) and b), the Project is located on previously disturbed and developed land and would result in activities that may uncover unmarked, previously unknown human remains. Human remains are known to be located within the immediate vicinity of the Project site. The proposed Project would be required to comply with California Health and Safety Code Section 7050.5 and PRC Section 5097 which would require that if human remains are discovered, potentially damaging ground-disturbing activities in the area of the remains shall be halted immediately, and the County coroner shall be notified immediately. If the remains are determined by the coroner to be Native American origin or affiliation, the Native American Heritage Commission shall be notified within 24 hours and the guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains. Accordingly, consistent with the MGSP, the proposed Project would have less than significant impacts to human remains.

3.5.2 Mitigation Measures

The following adopted mitigation measures were identified in the MGSP SEIR and would continue to remain applicable if the Project were approved.

Mitigation Measure 3.4-2a: Prepare and Implement Worker Training Program

A training program will be provided to all construction personnel active on a given project site prior to implementation of earth moving activities. A qualified archaeologist meeting the United States Secretary of Interior guidelines for professional archaeologists shall prepare the program and provide the training to all construction personnel. The program will include relevant information regarding archaeological resources, including protocols for resource avoidance, applicable laws regulations, and the consequences of violating them. The program will also underscore the requirement for confidentiality and culturally appropriate treatment of any find of significance as well as the actions that need to be taken after a find is made.

Mitigation Measure 3.4-2b: Identify and Protect Unknown Archaeological Resources

During project-specific environmental review of development under the Specific Plan for any projects that include ground disturbance, the project applicant shall hire a qualified archaeologist to determine the potential for the project to result in significant impacts. At a minimum, the effort shall include the following steps:

1. Records search – The qualified archaeologist shall request a record's search of the entire project area plus a one-half mile buffer from the Northwest Information Center at Sonoma State University.
2. Surface survey exposed soil – The qualified archaeologist shall complete a pedestrian survey of any exposed soils on the project site.
3. Reporting – The qualified archaeologist shall complete a report/memo that summarizes the results of the record search and pedestrian survey as well as provides recommendations for additional study and/or mitigation measures to protect and/or reduce significant impacts to archaeological resources, as needed. If indigenous materials are identified, the associated tribe(s) will be contacted by the City and will be given the opportunity to review the report and provide input for consideration.
4. Preservation in place – The project applicant shall consult with the qualified archaeologist to consider means of avoiding or reducing ground disturbance within the archaeological site boundaries, including minor modifications of building footprint, landscape modification, the placement of protective fill (capping), the establishment of a preservation easement, or other means that will avoid or substantially preserve the resource in place. If avoidance or substantial preservation in place is not possible, the project applicant shall implement Mitigation Measure 3.4-2(e).

Mitigation Measure 3.4-2c: Identify and Protect Known Unique Archaeological Resources

During project-specific environmental review of development under the Specific Plan for any projects that include ground disturbance, the project applicant shall define each project's area of effect for archaeological resources. The project applicant shall determine the potential for the project to result in cultural resources impacts, based on the extent of ground disturbance and site modification anticipated for the project. The project applicant shall implement the following steps where it has been determined under Mitigation Measure 3.4-2b(iv) that avoidance or preservation in place is not feasible, a qualified archaeologist, in consultation with the City, and Native American tribe(s) as applicable, shall:

1. Retain a qualified archaeologist to conduct a subsurface investigation of the archaeological site, to ascertain whether buried archaeological materials are present and, if so, the extent of the deposit relative to the project's area of effects. The project applicant shall be responsible for facilitating access to the archaeological site if it is paved at the moment of testing. If an archaeological deposit is discovered, the archaeologist shall prepare a site record and a written report of the results of investigations and filed with the appropriate Information Center of the California Historical Resources Information System. The archaeological resource shall be evaluated by a qualified archaeologist, who shall determine whether it qualifies as a historical resource or a unique archaeological resource under the criteria of CEQA Guidelines Section 15064.5.
2. If the resource does not meet the criteria of CEQA Guidelines Section 15064.5, then it shall be noted in the environmental document and no further mitigation is required unless there is a discovery during construction. In the event of a discovery Mitigation Measure 3.4-2e below shall be implemented. However, the archaeological resource may be identified as a tribal cultural resource regardless even if it is determined that it is not a unique archaeological resource (See Mitigation Measures 3.4-3b and 3.4-3c below for further information).
3. If archaeological material within the project's area of effects is determined to qualify as a historical resource or a unique archaeological resource (as defined by CEQA), the project applicant shall consult with the qualified archaeologist to prepare a research design and archaeological data recovery plan for the recovery that will capture those categories of data for which the site is significant and implement the data recovery plan prior to or during development of the site. The archaeologist shall prepare a written report of the results of the data recovery and filed with the appropriate Information Center of the California Historical Resources Information System.
4. If, in the opinion of the qualified archaeologist and tribe(s) as applicable and in light of the data available, the significance of the site is such that data recovery cannot capture the values of the resource, the project applicant shall reconsider project plans in light of the high value of the resource, and implement more substantial modifications to the project that would allow the site to be preserved intact, such as project redesign, placement

of fill, or project relocation or abandonment. If no such measures are feasible, the project applicant shall implement Mitigation Measure 3.4 2d.

Mitigation Measure 3.4-2d: Retain Archaeological Monitor

During project-specific environmental review of development under the Specific Plan, the project applicant shall retain an archaeological monitor for projects where an archaeological resource cannot be preserved or avoided. The archaeological monitor shall be retained prior to the commencement of any ground-disturbing activities (e.g., tree removals, boring, excavation, drilling, and trenching) for the future projects within 100 feet from all known archaeological resources that have been determined eligible or listed in the California Register of Historic Resources (CRHR) and National Register of Historic Places (NRHP), California Historical Landmarks, and any archaeological resources that have not been evaluated for its significance. A copy of the executed monitoring agreement shall be submitted to the project applicant and the City prior to the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries. Monitor logs will identify and describe any discovered archaeological resource. Copies of monitor logs will be provided to the project applicant.

Mitigation Measure 3.4-2e: For All Ground-Disturbing Construction Activities, Halt Ground Disturbance Upon Discovery of Subsurface Archaeological Features

During project-specific environmental review under the Specific Plan, for projects where no archaeological materials have been identified as part of Mitigation Measures 3.4-2b and 3.4-2c, in the event that any precontact or historic era subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits are discovered during construction, all ground-disturbing activity within 100 feet of the resources shall be halted and a qualified professional archaeologist shall be retained to assess the significance of the find. If the qualified archaeologist determines the archaeological material to be Native American in nature, the project applicant shall contact the appropriate Native American tribe for their input on the preferred treatment of the find. Mitigation Measure 3.4-2b(iv) or Mitigation Measure 3.4-2c and Mitigation Measure 3.4-2d shall be implemented.

3.5.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP, including MGSP SEIR mitigation measures. Therefore, the Project would not result in new or substantially more severe significant impacts to cultural resources.

3.6 ENERGY

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
VI. Energy. Would the Project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	Pages 3.5-8 through 3.5-11 of the Draft SEIR	No	No	N/A
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	Pages 3.5-11 through 3.5-12 of the Draft SEIR	No	No	N/A

3.6.1 Discussion

No substantial change in the environmental and regulatory settings related to energy, described in the MGSP SEIR Section 3.5, Energy, has occurred since certification of the SEIR in October 2025.

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

As discussed in SEIR 3.5, Energy, implementation of the MGSP would be consistent with relevant federal, state, and local regulations and would not result in any significant adverse impacts related to project energy requirements, energy use inefficiencies, and/or the energy intensiveness of materials by amount and fuel type for during buildout of the MGSP, including during construction, operations, maintenance, and/or removal. Thus, the SEIR determined that impacts would be less than significant.

The proposed Project would be required to comply with the same relevant federal, state, and local regulations, including General Plan policies CD 11-2, CD 11-5, CD 11-11, CON 1-1 through CON 1-6, CON 1-9, and CON 7-13, which pertain to the use of building materials that conserve energy and material resources, the encouragement of alternative energy, fuel-efficient vehicles and equipment, and site planning and building techniques that promote energy conservation, renewable energy sources, building best management practices, energy efficiency practices and materials, and the promotion of green energy initiatives. For example, each residential building would be "photovoltaic ready," which means the buildings would easily accommodate a future solar panel array on the rooftops. Additionally, of the 328 the parking spaces proposed, approximately 285 of these spaces would be either designated for electric vehicles or have electric vehicle charging equipment. The Project would also include bicycle parking to encourage active transportation modes instead of vehicle use, reducing the consumption of fuel. Through compliance with the relevant energy related regulations, the proposed Project would be required to implement energy efficient measures and would not result in wasteful, inefficient, or unnecessary consumption of energy resources. Thus, impacts would be less than significant, consistent with the MGSP, and there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

As discussed in SEIR 3.5, Energy, implementation of the MGSP would be required to comply with General Plan policies, the Milpitas Climate Action Plan Update (CAP) (City of Milpitas 2022), and Appendix D of the California Air Resources Board's 2022 Scoping Plan (CARB 2022) to expand renewable energy and energy efficiency in the MGSP Area. Thus, because the MGSP would be consistent with each of these documents, the MGSP would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency, and this impact was determined to be less than significant.

The proposed Project is within the MGSP Area and would comply with the General Plan policies, CD 11-2, 11-5, 11-11, CON 1-1 through 1-6, 1-9, 7-13, UCS 1-3 and 6-1. Additionally, as shown in Appendix B the proposed Project would be consistent with measures in the Milpitas CAP, including measures BE-1.1 through 1.3 and BE-2.1 through 2.4, which pertain to the City achieving 100 percent carbon-free electricity by 2030, facilitating innovative approaches to energy generation distribution and storage, strengthening community awareness of energy efficiency, conservation, electrification, and clean energy, adopting updated "reach" building codes to accelerate all-electric new development. For example, the Project would not include natural gas and instead would be all electric, consistent with the CAP measure to accelerate all-electric development. The Project would also be consistent with Appendix D of the 2022 Scoping Plan. Consistent with the MGSP, impacts of the proposed Project would be less than significant. There would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

3.6.2 Mitigation Measures

No significant energy impacts were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.6.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe significant impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to energy.

3.7 GEOLOGY AND SOILS

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
VII. Geology and Soils. Would the Project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	Page 1-3 of the Draft SEIR	No	No	N/A
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.)	—	—	—	—
ii) Strong seismic ground shaking?	—	—	—	—
iii) Seismic-related ground failure, including liquefaction?	—	—	—	—
iv) Landslides?	—	—	—	—
b) Result in substantial soil erosion or the loss of topsoil?	Page 1-3 of the Draft SEIR	No	No	N/A
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	Page 1-3 of the Draft SEIR	No	No	N/A
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property?	Page 1-3 of the Draft SEIR	No	No	N/A
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	Page 1-3 of the Draft SEIR	No	No	N/A
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Page 1-3 of the Draft SEIR	—	—	—

3.7.1 Discussion

No substantial change in the environmental and regulatory settings related to geology and soils resources has occurred since certification of the SEIR in October 2025.

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.)

ii) Strong seismic ground shaking?

iii) Seismic-related ground failure, including liquefaction?

iv) Landslides?

As discussed in Section 1.3.2 of the SEIR, there are known active faults located in the region of the MGSP Area. Additionally, an Alquist-Priolo Earthquake Fault Zone, the Hayward Fault Zone, traverses the city, east of the MGSP Area. All projects would be required to comply with the California Building Standards Code (CBSC), the General Plan, and other regulations to reduce potential geologic hazards, at-risk buildings and infrastructure is evaluated for potential risks, and site-specific studies are completed for area subject to liquefaction. The SEIR determined that new development would not create new seismic events or exacerbate existing seismic hazards, because limited ground disturbance would not alter seismic and fault conditions in the region. Therefore, impacts related to geology and soils were determined to be less than significant in the SEIR, and this impact was not discussed further.

As mentioned, the Hayward Fault Zone traverses the City of Milpitas, and is located approximately 2 miles northeast of the proposed Project site (DOC 2025). However, the Project site is not within an Alquist-Priolo Earthquake Fault Zone and the probability of ground surface rupture is considered to be very low. A geotechnical report was prepared for the Project, which identified the Calaveras and Mount Diablo Thrust faults as other major active faults in the area of the Project site. While ground shaking from earthquakes on other faults in the region would be felt in the region, including at the Project site, the seismicity of the site is governed by the activity of the Hayward Fault. Due to the location of the Project site within a seismically active region, the geotechnical report determined that strong ground shaking could occur at the Project site. Additionally, the Project is located within a liquefaction zone (DOC 2024). However, the environmental impact analyses under CEQA generally are not required to analyze the impact of existing environmental conditions on a project's future users or residents unless the proposed project might cause or risk exacerbating environmental hazards or conditions that already exist (State CEQA Guidelines, section 15126.2(a)). In those specific instances, it is the project's impact on the environment and not the environment's impact on the project that compels an evaluation of how future residents or users may be affected by exacerbated conditions (*California Building Industry Association v. Bay Area Air Quality Management District* [2015] 62 Cal.4th 369). The proposed Project would be consistent with the MGSP and therefore not create new seismic events or exacerbate existing seismic hazards.

The Project's geotechnical report provides recommendations on building design and construction to reduce existing seismic-related risks at the site and in the larger region, such as liquefaction and strong seismic shaking during earthquakes. The geotechnical report anticipates that the foundation level of the proposed buildings would be supported by stiffened shallow foundations underlain be relatively dense/stiff soil that has moderate strength and relatively low compressibility which would reduce potential liquefaction impacts. The geotechnical report also identified that the proposed Project is not located within an earthquake-induced landslide zone. Ultimately the geotechnical report concluded that the site could be developed as planned, provided the recommendations provided in the report are incorporated into Project plans and specifications and implemented during construction (Rockridge Geotechnical 2025).

The proposed Project is compliant with CBSC as a geotechnical report and investigation was prepared for the Project. The Project would be required to comply with additional CBSC requirements such as engineered improvements to address potential seismic and ground failure issues and the use of earthquake-resistant construction techniques to address potential earthquake loads when constructing the proposed buildings and improvements. The proposed Project would comply with General Plan policies and actions to reduce potential impacts. Because the Project would not exacerbate seismic-related risks, and would be constructed compliant with the CBSC, as well as incorporate the recommendations listed in the geotechnical report prepared for the Project site, impacts would be less than significant and consistent with the MGSP. Therefore, there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

b) Result in substantial soil erosion or the loss of topsoil?

As discussed in Section 1.3.4 of the SEIR, new development would be required to comply with all existing regulatory requirements associated that manage water quality. These requirements would include new development to obtain approval from the regional water quality control boards (RWQCBs)for National Pollutant Discharge Elimination System (NPDES) permits, other discharge permits, water quality management plans (WQMPs), a stormwater pollution prevention plan (SWPPP), and to implement best management practices (BMPs). Through mandatory compliance with all existing regulatory requirements, the SEIR determined that impacts to water quality and erosion would be less than significant.

The proposed Project is located on predeveloped and disturbed land, and would result in demolition, grading, and excavation construction activities. These activities would remove vegetation and impervious surfaces and loosen underlying soils, increasing the potential for soil erosion. However, because the Project site exceeds 1 acre, the Project must implement a SWPPP. A SWPPP must include BMPs to prevent soil erosion and loss. Examples of typical BMPs which could be implemented include silt fencing, straw bales, covering existing storm drains during construction, and covering soil stockpiles. The site would be stabilized with landscaping or impervious surfaces (i.e., circulation roads, buildings) during operation, which would prevent erosion of the underlying soils. Therefore, this impact would be less than significant, consistent with the MGSP. Therefore, there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

As mentioned above under a), the SEIR determined that new development would not create new seismic events or exacerbate existing seismic hazards, because limited ground disturbance would not alter seismic and fault conditions in the region. Therefore, impacts related to geology and soils would be less than significant.

The proposed Project is not located within a landslide zone and would not involve grading that create steep slopes or substantial elevation changes. However, the proposed Project is located within a liquefaction zone. As mentioned under a), the geotechnical report prepared for the Project, indicated that there are interbedded layers of medium dense sand below a depth of 4 feet below ground surface that are susceptible to liquefaction during a major earthquake at the Project site. The geotechnical report anticipates that the foundation level of the proposed buildings would be supported by stiffened shallow foundations underlain be relatively dense/stiff soil that has moderate strength and relatively low compressibility, which would reduce potential liquefaction impacts. The geotechnical report also concluded that the risk of lateral spreading is very low for the proposed Project, as the potentially liquefiable layers underneath the Project site are not continuous. Ultimately the geotechnical report concluded that the site could be developed as planned, provided the recommendations provided in the report are incorporated into Project plans and specifications and implemented during construction (Rockridge Geotechnical 2025). Through compliance with all CBSC requirements, the General Plan, and the Municipal Code, the proposed Project would ensure that potential geologic hazards are addressed. and the Project would not result in landslides, lateral spreading, subsidence, liquefaction, or collapse. This impact would be considered less than significant, consistent with the MGSP. Therefore, there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property?

As mentioned above under a), the SEIR determined that impacts related to geology and soils would be less than significant.

See analyses under item a) and c) above. The proposed Project would be required to be consistent with all CBSC requirements, the General Plan, and the Municipal Code. This impact would be considered less than significant, consistent with the MGSP. Therefore, there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

As mentioned above under a), the SEIR determined that new development would not create new seismic events or exacerbate existing seismic hazards, because limited ground disturbance would not alter seismic and fault conditions in the region. Therefore, impacts related to geology and soils would be less than significant.

The proposed Project would use the City's existing wastewater conveyance and treatment systems. Septic systems would not be required and therefore no impact pertaining to alterative wastewater disposal would occur. The proposed Project would result in no impact. Therefore, there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

The SEIR does not address impacts related to unique paleontological resources or geologic feature. However, as mentioned above under a), the SEIR determined that impacts related to geology and soils would be less than significant.

As described above under Section 3.5, "Cultural Resources", the proposed Project would be compliant with PRC Section 5097, which states that no personal shall knowingly and willfully excavate upon, or remove, destroy, injure, or deface any historic or prehistoric ruins, burial grounds, archaeological or vertebrate paleontological site, including fossilized footprints, inscriptions made by human agency, or any other archaeological, paleontological or historical feature, situated on public lands, except with the express permission of the public agency having jurisdiction over such lands. Additionally, the proposed Project would comply with Action CON-4b of the City's General Plan, which requires that all construction or grading activity within 100 feet of the discovery of unique paleontological resources shall cease, the Planning Department shall be notified, and the resource shall be examined by a qualified paleontologist for appropriate protection and preservation measures. Through compliance with PRC Section 5097 and General Plan Action CON-4b, impacts related to paleontological resources would be less than significant. The proposed Project would also be compliant with all applicable regulations and policies related to geologic units. Thus, the proposed Project would be consistent with the SEIR and impacts would be less than significant. Therefore, there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

3.7.2 Mitigation Measures

No impacts, including significant impacts to geology and soils were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.7.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe significant impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to geology and soils.

3.8 GREENHOUSE GAS EMISSIONS

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
VIII. Greenhouse Gas Emissions. Would the Project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Pages 3.6-9 through 3.6-11 of the Draft SEIR	No	No	N/A
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Pages 3.6-11 through 3.6-12 of the Draft SEIR	No	No	N/A

3.8.1 Discussion

No substantial change in the environmental and regulatory settings related to greenhouse gas (GHG) emissions, described in the MGSP SEIR Section 3.6, Greenhouse Gas Emissions and Climate Change, has occurred since certification of the SEIR in October 2025.

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

As described in SEIR Section 3.6, Greenhouse Gas Emissions and Climate Change, implementation of the MGSP would include activities that emit GHG emissions over the short and long term. Short-term generation of GHG emissions would occur during construction from construction equipment and worker and haul trips to and from the MGSP Area during construction, and long-term generation of GHG emissions would occur from vehicle trips throughout the Plan Area and the use of on-site natural gas and electric to power residential uses. However, the MGSP would align with policies in the Milpitas CAP (City of Milpitas 2022) and General Plan policies to decrease this impact. Short-term impacts would be consistent with Milpitas CAP Measure OT-1.2 and General Plan Policy CON 7-13, which reduce construction-related emissions by requiring projects to reduce idling of construction vehicles and equipment, prohibit the use of fossil fuel-powered generators at construction sites, and require construction projects to use renewable diesel in diesel-powered construction equipment. Compared to build out of the General Plan, the long-term GHG emissions from VMT would be reduced from implementation of the MGSP. This is because the MGSP would lead to higher density, shorter commutes, and less VMT per service population. Additionally, future development would utilize green or low-carbon building materials when feasible and recycled or reclaimed materials that can reduce emissions associated with manufacturing new building material. While the MGSP would increase population, VMT would be reduced and overall GHG emissions would be decreased as well. For these reasons, the SEIR determined that MGSP impacts related to GHG emissions would be less than significant.

The proposed Project would result in of the types of GHG emissions described in the MGSP SEIR, such as from construction and operational activities. The proposed development density would be consistent with the MGSP, and therefore the construction-related GHG emissions of the Project would be within the GHG emissions estimated for the MGSP. Additionally, the Project would comply with Milpitas CAP Measure OT-1.2 and General Plan Policy CON 7-13, which would reduce short-term GHG emissions from construction of the proposed Project. The new residential development would contribute to an increase in population in the MGSP Area, which would result in corresponding

long-term GHG emissions. However, the Project would be consistent with the residential use and density envisioned in the MGSP, and therefore not increase the estimated GHG emissions of the MGSP, as presented in the MGSP SEIR. Additionally, per the SEIR, because the Project would be residential, the Project would decrease VMT, which would reduce mobile-source GHG emissions and be consistent with CAP Measure TR-1.1. The Project would also be consistent with other measures in the Milpitas CAP, such as Measure BE-2.1, because the proposed buildings would not have natural gas connections and instead be electric. The Milpitas CAP consistency checklist for the Project is provided as Appendix B. Through compliance with General Plan policies and Milpitas CAP measures, the proposed Project would result in a less than significant impact, consistent with the impacts of the MGSP. There would be no new or substantially more severe significant impacts related to GHG emissions than previously identified in the MGSP SEIR.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

As described in SEIR Section 3.6, Greenhouse Gas Emissions and Climate Change, implementation of the MGSP would be consistent and implement all applicable CAP GHG reduction strategies. As mentioned in Impact 3.6-1, the MGSP would reduce VMT and operational-generated GHG emissions, being consistent with the Milpitas 2022 CAP. While the MGSP would reduce VMT throughout the MGSP Area, Mitigation Measures 3.11-2 through 3.11-2f, as discussed in SEIR Section 3.11, Transportation, to further reduce VMT per employee, further reducing VMT and aligning with the Plan Bay Area 2050 goals and themes. The SEIR determined that the MGSP would align with the local GHG reduction strategies and plans and would have a less than significant impact.

As mentioned above under a), the proposed Project would result in short term and long term GHG emissions but would ultimately comply with General Plan policies and the Milpitas CAP to reduce overall GHG emissions. A Milpitas CAP consistency checklist was prepared for the Project and is provided as Appendix B. Through the reduction of VMT, all-electric buildings, electric vehicle charging, and consistency with other measures of the Milpitas CAP, the proposed Project would align with GHG reduction strategies and plans, including the California Air Resources Board's 2022 Scoping Plan (CARB 2022) resulting in a less than significant impact, consistent with the MGSP. Therefore, there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

3.8.2 Mitigation Measures

No significant GHG emission impacts were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.8.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe significant impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to GHG emissions.

3.9 HAZARDS

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
IX. Hazards and Hazardous Materials. Would the Project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Pages 1-3 through 1-4 of the Draft SEIR	No	No	N/A
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?	Pages 1-3 through 1-4 of the Draft SEIR	No	No	N/A
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	Pages 1-3 through 1-4 of the Draft SEIR	No	No	N/A
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Pages 1-3 through 1-4 of the Draft SEIR	No	No	N/A
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	Pages 1-3 through 1-4 of the Draft SEIR	No	No	N/A
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Pages 1-3 through 1-4 of the Draft SEIR	No	No	N/A
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	Pages 1-3 through 1-4 of the Draft SEIR	No	No	N/A

3.9.1 Discussion

No substantial change in the environmental and regulatory settings related to hazards and hazardous materials has occurred since certification of the SEIR in October 2025.

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

As discussed in Section 1.3.3 of the SEIR, the use, transportation, and disposal of hazardous materials is regulated and monitored by local fire departments, Certified Unified Program Agencies (CUPA), the California Division of Occupational Safety and Health (DOSH) and the California Department of Toxic Substances Control (DTSC) consistent with the requirements of Federal, State, and local regulations and policies. All future projects under the MGSP would be required to comply with the provisions of Federal, State, and local requirements related to hazardous materials. Additionally, the General Plan includes policies and actions that would ensure that potential hazards are identified on a project site and that the City has adequate emergency response plans and measures. Therefore, the SEIR determined that impacts would be less than significant, and this impact was not discussed further.

The proposed Project would result in construction, demolition, and landscaping activities that would require the transport, use, and disposal of various building materials, including some hazardous materials (e.g., gasoline, fuels, demolition materials, asphalt, lubricants, toxic solvents, pesticides, and herbicides.) The transport, use, and disposal of such materials could pose a potential hazard to the public and the environment if not properly transported, used, stored, and disposed. However, the MGSP SEIR determined that hazardous materials that may be associated with future development or redevelopment under the MGSP, including the proposed Project, would be required to comply with all applicable local, state, and federal regulations during construction and operation. Additionally, the use, transportation, and disposal of hazardous materials would be regulated and monitored by the Milpitas Fire Department (MFD), CUPA, DOSH, and DTSC. The proposed Project would be consistent with the land use type and density envisioned for the site in the MGSP, and would not require unusual quantities or types of hazardous materials compared to what was assumed in the SEIR. With mandatory compliance with all federal, state, and local regulations related to the transport, use, and disposal of hazardous materials, this impact would be less than significant, consistent with the MGSP. There would be no new or substantially more severe significant impacts related to hazardous materials than previously identified in the MGSP SEIR.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?

As mentioned above under a), the SEIR determined that through compliance with all federal, state, and local requirements and regulations related to hazardous materials, impacts associated with hazards and hazardous materials were determined to be less than significant.

As described above under a), the Project would include construction, demolition, and landscaping activities that could result in the transport, use, and disposal of hazardous materials. A Phase 1 Environmental Site Assessment was prepared for the proposed Project which did not identify any recognized environmental conditions. However, the Phase 1 Environmental Site Assessment noted that existing older buildings constructed in the late 1970s could contain lead-based paint and asbestos-containing materials. During demolition, these materials could become mobilized as dust, potentially exposing construction workers and other people nearby. However, the proposed Project would be mandated to comply with existing regulations regarding these materials, such as California Code of Regulations, Title 17, Division 1, Chapter 8, which would prevent exposure to lead and asbestos. Additionally, the use, transportation, and disposal of hazardous materials would be regulated and monitored by the MFD, CUPA, DOSH, and DTSC. As stated in the MGSP SEIR, the General Plan includes policies and actions to ensure that the City has adequate emergency response plans and measures to respond in the event of an accidental release of a hazardous substance. With mandatory compliance with all federal, state, and local regulations related to the transport, use, and disposal of hazardous materials, this impact would remain less than significant, consistent with the MGSP. There

would be no new or substantially more severe significant impacts related to hazardous materials than previously identified in the MGSP SEIR.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

As mentioned above under a), the SEIR determined that through compliance with all Federal, State, and local requirements and regulations related to hazardous materials, impacts associated with hazards and hazardous materials were determined to be less than significant.

The nearest school to the proposed Project site is located approximately 0.07 miles northeast of the Project site, within the surrounding adjacent neighborhoods. However, as stated above under a) and b), the use, transportation, and disposal of hazardous materials would be regulated and monitored by the MFD, CUPA, DOSH, and DTSC, and the proposed Project would be required to comply with all applicable federal, state, and local regulations regarding hazardous materials. As stated in the MGSP SEIR, the General Plan includes policies and actions to ensure that the City has adequate emergency response plans and measures to respond int the event of an accidental release of a hazardous substance. With continued compliance with all federal, state, and local regulations related to hazardous materials, this impact would remain less than significant, consistent with the MGSP. There would be no new or substantially more severe significant impacts related to hazardous materials than previously identified in the MGSP SEIR.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

As mentioned above under a), the SEIR determined that through compliance with all federal, state, and local requirements and regulations related to hazardous materials, impacts associated with hazards and hazardous materials were determined to be less than significant.

The proposed Project is not located on a known hazardous materials release site. While the proposed Project is not located on a known hazardous materials release site, there are three active sites located approximately 0.5 mile southeast, 0.5 mile southeast, and 0.5 miles northeast of the Project site (SWRCB 2025, DTSC 2025). Therefore, the Project would have no impact related to listed hazardous materials sites. There would be no new or substantially more severe significant impacts related to hazardous materials than previously identified in the MGSP SEIR.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

The nearest airport, the San Jose Mineta International Airport, is not located within the MGSP and is located approximately 3.8 miles southwest of the proposed Project site. The MGSP Area is outside the San Jose Mineta International Airport's influence area and safety zones, and there are no private airstrips near the MGSP Area. For this reason, impacts related to airport or private airfield safety were not discussed in the MGSP SEIR. No new airports have been developed near the Project area. Thus, the Project would have no impact.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

As mentioned above under a), the SEIR determined that through compliance with all federal, state, and local requirements and regulations related to hazardous materials, impacts associated with hazards and hazardous materials were determined to be less than significant.

The proposed Project would be required to comply with all applicable local, state, and federal regulations during construction and operation to reduce the potential risk of accidental release of hazardous materials, which could

trigger an emergency response. Additionally, hazardous materials would be regulated and monitored by the MFD, CUPA, DOSH, and DTSC. As stated in the MGSP SEIR, the General Plan includes policies and actions to ensure that the City has adequate emergency response plans and measures to respond int the event of an accidental release of a hazardous substance. The Project site is at the end of a cul-de-sac, which is not a through street or part of an emergency evacuation plan. Therefore, the Project would not impair the implementation of emergency plans, and this impact would be less than significant, consistent with the MGSP. There would be no new or substantially more severe significant impacts related to emergency plans than previously identified in the MGSP SEIR.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

As discussed in Section 1.3.6 of the SEIR, the MGSP is surrounded by urban uses and is less prone to wildfire. The City of Milpitas, including the MGSP Area, is located within a local responsibility area, served by MFD. The City of Milpitas is not categorized as a "Very High" fire hazard severity zone (FHSZ) by California Department of Forestry and Fire Protection (CAL FIRE). There are additionally, no State Responsibility areas within the city limits, however areas east of the city are designated as "high" FHSZ by CAL FIRE. New construction associated with the MGSP is subject to the City Municipal Code and California Fire Code which include safety measures to minimize the threat of fire. Consistent with Appendix G of the State CEQA Guidelines, because the MGSP is not located within a "high" or "Very High" FHSZ, the MGSP would have no impact related to wildfire risk. The proposed Project is in the Plan Area and is consistent with the MGSP. Therefore, the proposed Project would also have no impact to wildfire.

3.9.2 Mitigation Measures

No impacts, including significant impacts to hazards and hazardous materials were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.9.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe significant impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to hazards and hazardous materials.

3.10 HYDROLOGY AND WATER QUALITY

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
X. Hydrology and Water Quality. Would the Project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	Pages 1-4 through 1-5 of the Draft SEIR	No	No	N/A
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	Pages 1-4 through 1-5 of the Draft SEIR	No	No	N/A
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	Pages 1-4 through 1-5 of the Draft SEIR	No	No	N/A
i) Result in substantial on- or offsite erosion or siltation;	—	—	—	—
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	—	—	—	—
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	—	—	—	—
iv) Impede or redirect flood flows?	—	—	—	—
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	Pages 1-4 through 1-5 of the Draft SEIR	No	No	N/A
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	Pages 1-4 through 1-5 of the Draft SEIR	No	No	N/A

3.10.1 Discussion

No substantial change in the environmental and regulatory settings related to hydrology and water quality has occurred since certification of the SEIR in October 2025.

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

As discussed in Section 1.3.4 of the SEIR, existing regulatory requirements that manage water quality, and implement the WQMP for the San Francisco Bay Basin (Basin Plan) (San Francisco Bay RWQCB 2024) include requirements to obtain approval from the RWQCBs for NPDES permits, other discharge permits, WQMPs, SWPPPs, and to implement BMPs. Compliance with these regulatory requirements are intended to ensure that water quality does not degrade to levels that would violate water quality standards. Through mandatory compliance with these regulatory requirements, the SEIR determined that impacts to water quality, and overall hydrology and water quality impacts, would be less than significant.

The proposed Project would be required to comply with all existing regulatory requirements that manage water quality and implement the Basin Plan, which would require the Project to obtain approval from the regional water quality control boards for NPDES permits, other discharge permits, and SWPPP, including BMPs. These BMPs would prevent soil erosion and siltation of surface waters during construction. Additionally, in compliance with the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP), all stormwater runoff from impervious surfaces on the site would be treated prior to leaving the site and entering the public stormwater system. Through compliance with applicable regulations, the proposed Project would not violate water quality standards, resulting in a less than significant impact, consistent with the MGSP. There would be no new or substantially more severe significant impacts related to hazardous materials than previously identified in the MGSP SEIR.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

As discussed in Section 1.3.4 of the SEIR, implementation of the MGSP would result in new impervious surfaces which could reduce groundwater recharge. However, the MGSP Area is largely developed with urban uses and all new development would be subject to stormwater quality requirements and implementation of Low Impact Development (LID) measures to reduce impervious surfaces and promote the use of infiltration in drainage improvements. Additionally, implementation of the MGSP would not appreciably add to the volume of impervious surfaces when compared to the overall size of the regional groundwater basin recharge area. Through compliance with stormwater quality requirements and LID measures, the SEIR determined that this impact would be less than significant, and this impact was not discussed further in the SEIR.

The proposed Project would result in approximately 306,942 square feet of impervious surfaces, which would be an increase of approximately 40,982 square feet compared with existing conditions. However, the proposed Project would utilize LID methods, such as pervious pavers to allow precipitation to infiltrate the ground rather than becoming runoff. Additionally, the Project would comply with SCVURPPP, all stormwater runoff from impervious surfaces on the site would be treated prior to leaving the site and entering the public stormwater system. The proposed Project would also not appreciably add to the volume of impervious surfaces when compared to the overall size of the regional groundwater basin recharge area, and a portion of the site is currently impervious surface. Thus, through compliance with LID measures, the proposed Project would result in less than significant impacts, consistent with the MGSP. There would be no new or substantially more severe significant impacts related to hazardous materials than previously identified in the MGSP SEIR.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) Result in substantial on- or offsite erosion or siltation;

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;

iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

iv) Impede or redirect flood flows?

As discussed in Section 1.3.4 of the SEIR, implementation of the MGSP would contain standards to reduce impacts associated with flooding, and comply with regulations stipulated by the Federal Emergency Management Agency (FEMA) and the National Flood Insurance Program (NFIP), as well as require new development within a FEMA-designated flood hazard zone to follow the City's construction standards for such areas as laid out in the Milpitas Municipal Code Section XI-15 (Floodplain Management Regulations). The MGSP contains standards to reduce impacts associated with stormwater and drainage, including standards to provide storm drain infrastructure that is designated to serve new development and meet city standards, construct the improvements within the MGSP Area that were identified in the 2021 Storm Drainage Master Plan, and upgrade and expand the storm drain system in accordance with the Storm Drain Master Plan. Through compliance with existing standards, the SEIR determined that this impact would be less than significant, and this impact was not discussed further in the SEIR.

As discussed above in item a), the proposed Project requires development and implementation of the SWPPP. The SWPPP includes BMPs that prevent soil erosion, which in turn reduced the potential for siltation. With mandatory implementation of the SWPPP for the Project site, the proposed Project would not result in substantial erosion or siltation. Additionally, the proposed Project would introduce onsite stormwater treatment through bioretention areas and flow-through planters, as well as other LID methods such as pervious pavers, which are not currently present at the Project site. The stormwater treatment would improve water quality for the Project site compared to existing conditions, as stormwater runoff would be treated on-site prior to discharging into the public stormwater system.

A 100-year floodplain analysis was completed for the proposed Project and stated that the proposed Project is located in a FEMA special flood hazard area AE, indicating a 100-year base flood elevation of between 18 and 19 feet across the site. However, the floodplain analysis determined that 100-year floodwater would not reach the Project site, but FEMA has suspended changes to flood maps (see Appendix C). Regardless, the City of Milpitas Municipal Code requires that residential finish floor elevations be 1 foot above the base flood elevation within an AE zone. Based on the preliminary grading plan for the Project, the finish floor elevations of the proposed buildings would be no less than 1 foot above the base flood elevation. Because the floodplain analysis determined that 100-year flood events would not reach the Project site, the Project would not impede or redirect flood flows.

The proposed Project would also be required to comply with the Municipal Code's Floodplain Management Regulations, which contain standards to reduce impacts associated with stormwater and drainage. A technical memo was prepared for the proposed Project that provided a preliminary estimate of the anticipated sewer and waterflow, including hydrology/hydraulic analysis for the storm drain system (see Appendix C). The technical memo concluded that the proposed Project would not increase storm water runoff flow and would not impact the existing storm drain infrastructure that is located within the Project site. Through compliance with existing standards, the proposed Project would result in less than significant impacts, consistent with the MGSP. There would be no new or substantially more severe significant impacts related siltation and flooding than previously identified in the MGSP SEIR.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

As discussed in Section 1.3.4 of the SEIR, the MGSP contains standards to reduce impacts associated with flooding including standards to minimize damage associated with flooding events and comply with regulations stipulated by FEMA and the NFIP and require that new development within a FEMA-designated flood hazard zone to follow the City's construction standards for such areas as laid out in the Milpitas Municipal Code Section XI-15 (Floodplain Management Regulations). The City is a participant in the NFIP, which provides property owners and renters with federally backed flood insurance, reduces flood damage through a mandatory local floodplain management ordinance, and identifies and maps flood hazards. The NFIP requires the City to maintain a flood management ordinance based upon current FEMA Flood Insurance Rate Maps, which is met through the implementation of Floodplain Management Regulations specified in Section XI Chapter 15 of the Milpitas Municipal Code. Through compliance with the Federal, State, and existing regulations, the SEIR determined that impacts would be less than significant, and this impact was not discussed further.

As mentioned above under c), a 100-year floodplain analysis was completed for the proposed Project, which stated that the proposed Project is located in a FEMA special flood hazard area AE (see Appendix C). The floodplain analysis indicates that floodwaters would not reach the Project site during a 100-year flood event, thereby reducing the potential for inundation. Additionally, the Project is residential and would not involve the onsite storage of large quantities of hazardous materials that could be released from inundation. Therefore, the proposed Project would result in less than significant impacts, consistent with the MGSP. There would be no new or substantially more severe significant impacts related to release of hazardous materials from inundation than previously identified in the MGSP SEIR.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

As discussed in Section 1.3.4 of the SEIR, the MGSP would be compliant with all mandatory federal and state regulations, existing City standards and regulations for the SCVURPPP, the City of Milpitas Storm Drain Master Plan (City of Milpitas 2021), General Plan policies, and the Milpitas Municipal Code requirements. Through compliance, the SEIR determined that impacts would be less than significant, and this impact was not discussed further.

The proposed Project would be required to be compliance with all mandatory federal, state, and local regulations, including the Clean Water Act, Porter-Cologne Act, Milpitas Municipal Code, and standards and regulations from the SCVURPPP. Through mandatory compliance with these regulations, and given the residential use of the proposed Project, the Project would not obstruct implementation of the Basin Plan, which is the applicant water quality control plan. Accordingly, the proposed Project would result in less than significant impacts, consistent with the MGSP. There would be no new or substantially more severe significant impacts related to obstructing water quality and management plans than previously identified in the MGSP SEIR.

3.10.2 Mitigation Measures

No significant hydrology and water quality impacts were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.10.3 Conclusion

No new circumstances or Project changes have occurred nor has any new information been found that would result in new significant or substantially more severe impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to hydrology and water quality.

3.11 LAND USE AND PLANNING

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
XI. Land Use and Planning. Would the Project:				
a) Physically divide an established community?	Page 3.7-9 of the Draft SEIR	No	No	N/A
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	Pages 3.7-10 through 3.7-21 of the Draft SEIR	No	No	N/A

3.11.1 Discussion

No substantial change in the environmental and regulatory settings related to land use and planning, described in the MGSP SEIR Section 3.7, Land Use and Planning, has occurred since certification of the SEIR in October 2025.

a) Physically divide an established community?

As described in SEIR Section 3.7, Land Use and Planning, implementation of the MGSP would not physically divide an established community as the MGSP aims to foster growth within targeted areas. All future development would be developed on existing parcels within the City's current land use pattern and future roadways are envisioned to be built to connect to existing roadways to improve transportation mobility and would not extend into new, undeveloped areas of the City that could physically divide or isolate other areas of the City. For these reasons, the SEIR determined that MGSP impacts would be less than significant.

The existing Project site is currently developed with two, two-story office buildings and three single-story multi-tenant industrial buildings. While the existing internal circulation road on the site is a private street, it is possible that residents from the existing residential neighborhood located directly north of the Project site walk through the Project site to reach commercial areas east of the Project site. Although the Project would demolish existing roads and sidewalks, the proposed Project would include a central open space spine that would provide connectivity to the adjacent single-family neighborhood and nearby commercial areas and would not result in the division of the existing neighborhood north of the Project site. Because the proposed Project would add new residential buildings in the MGSP Area and would not affect the surrounding residential communities, the proposed Project would not physically divide an established community and this impact would be less than significant, consistent with the MGSP. Thus, the proposed Project would not have significant impacts related to dividing an established community, and there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

As described in SEIR Section 3.7, Land Use and Planning, implementation of the MGSP would be generally consistent with the ABAG Plan Bay Area 2050 and Milpitas 2040 General Plan but would be inconsistent with the City's Zoning Ordinance until the Comprehensive Zoning Ordinance Update is adopted. However, no environmental impacts would occur due to this inconsistency. The SEIR determined that the MGSP would not cause a significant environmental

impact due to an inconsistency with an applicable State, regional, or local plan, policy, or ordinance. Thus, the SEIR determined that the impact would be less than significant.

As mentioned, the proposed Project is located within the MGSP, which designated the site areas as a GW-MU zone. The site would result in 24 new townhome buildings and a clubhouse. The proposed Project would not conflict with the MGSP, as multi-family residential uses are permitted within the GW-MU zone. Additionally, because the Project site is located within the MGSP Area, which would not conflict with any land use plans, policies, or regulations that avoid or mitigate an environmental effect, the proposed Project would be consistent with the MGSP, and this impact would be less than significant. Thus, there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

3.11.2 Mitigation Measures

No significant land use and planning impacts were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.11.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to land use and planning.

3.12 MINERAL RESOURCES

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
XII. Mineral Resources. Would the Project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	Page 1-5 of the Draft SEIR	No	No	N/A
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	Page 1-5 of the Draft SEIR	No	No	N/A

3.12.1 Discussion

No substantial change in the environmental and regulatory settings related to mineral resources has occurred since certification of the SEIR in October 2025. These resources are not present within the Project site.

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

As discussed in Section 1.3.5 of the SEIR, there are no active mines, areas with mineral deposits, or mineral or aggregate resource areas of statewide importance located within the City. For this reason, the SEIR determined that development envisioned in the MGSP would have no impact to mineral resources. The proposed Project is in the Plan Area and consistent with the MGSP. Therefore, the proposed Project would also have no impact to mineral resources.

3.12.2 Mitigation Measures

No impacts, including significant impacts to mineral resources were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no impacts on mineral resources. No mitigation is required.

3.12.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe impacts than those identified in the MGSP SEIR. Mineral resources do not occur in the Project site, consistent with conditions described for these resources in the SEIR. Therefore, consistent with the MGSP, the proposed Project would have no impacts to mineral resources.

3.13 NOISE

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
XIII.Noise. Would the Project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies, or a substantial temporary or permanent increase in noise levels above existing ambient levels that could result in an adverse effect on humans?	Pages 3.8-14 through 3.8-16 of the Draft SEIR	No	No	N/A
b) Generation of excessive groundborne vibration or groundborne noise levels?	Pages 3.8-17 through 3.8-17 of the Draft SEIR	No	No	N/A
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	Page 3.8-13 of the Draft SEIR	No	No	N/A

3.13.1 Discussion

No substantial change in the environmental and regulatory settings related to noise, described in the MGSP SEIR Section 3.8, Noise, has occurred since certification of the SEIR in October 2025.

a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies, or a substantial temporary or permanent increase in noise levels above existing ambient levels that could result in an adverse effect on humans?

As discussed in the SEIR Section 3.8, Noise, implementation of the MGSP would result in short-term construction noise and long-term transportation and operational noise. Future development under the MGSP would be required to comply with General Plan Policy N 1-8 and Actions N-1c and N-1d, which require developers to create and implement construction noise reduction plans that define BMPs to avoid adverse noise impacts. Additionally, Actions N-1c and N-1d include measures to address temporary noise impacts and avoid excessive noise levels that could generate public health impacts. The SEIR determined that short-term construction noise would result in a less-than-

significant impact. Additionally, while implementation of the MGSP would result in future development that would create new stationary noise sources, compliance with General Plan Policies N 1-11 through N 1-14 and Actions N-1a and N-1b would reduce noise associated with stationary sources by requiring the preparation of acoustical studies for proposed projects in the vicinity of sensitive noise receptors, and requiring project-specific mitigation in the form of noise attenuation to comply with noise standards. The SEIR determined that long-term stationary operational noise associated with the MGSP would result in a less-than-significant impact. However, implementation of the MGSP would allow for additional residential development and a reduction of nonresidential development, which would result in an overall reduction in average daily traffic volumes and an associated increase in traffic noise levels along the roadway network surrounding the Plan Area. The General Plan Update EIR concluded that transportation noise increases as a result of General Plan implementation would be excessive and exceed noise standards, resulting in a significant and unavoidable impact. The MGSP would not result in an increase in traffic noise impacts beyond what was evaluated in the General Plan Update EIR, thus, the impact would remain significant and unavoidable.

Implementation of the Project would result in temporary construction noise and long-term transportation and stationary operational noise. Project construction activities would occur over approximately 30 months, with demolition activities requiring approximately 2 months. An existing residential neighborhood is located north, directly adjacent to the Project site. While construction noise associated with the proposed Project may impact the surrounding residences, construction activities would be limited to the hours of 7 a.m. and 7 p.m. daily, except holidays per the City of Milpitas Municipal Code Chapter 10 Section 11. Limiting construction to these hours causes construction noise to occur when most people are away from home at work and school, or otherwise not especially sensitive to noise, such as when sleeping later at night. The Milpitas Municipal Code also includes that all construction equipment shall be acoustically muffled to reduce noise in accordance with Caltrans Standard Specifications. With compliance of the Municipal Code, short-term construction impacts associated with development of the proposed Project would reduce noise impacts on sensitive receptors and would be consistent with the MGSP, resulting in less than significant impact. There would be no new or substantially more severe significant impacts related to short-term noise than previously identified in the MGSP SEIR.

Because the proposed Project would result in new residential development, the proposed Project would result in long-term stationary operational noise. Operational noise would be typical of a residential neighborhood, including lawn maintenance, people talking, children playing, etc. These types of noises are consistent with the types of ambient noise already present in the residential neighborhood adjacent to the Project site. Additionally, the existing uses on the Project site also generate similar noises, such as landscape maintenance and people talking. Likewise, the vehicle noise associated with trips generated from the Project would be similar to vehicle noise associated with existing on-site uses, as existing trips would be offset by new trips in the context of noise. Therefore, the Project would not introduce new sources of substantial operational noise compared to existing conditions or compared to conditions envisioned for the Project site in the SEIR. The Project would be consistent with the MGSP and result in a less-than-significant impact. There would be no new or substantially more severe significant impacts related to long-term stationary operational noise than previously identified in the MGSP SEIR.

b) Generation of excessive groundborne vibration or groundborne noise levels?

As discussed in SEIR, Section 3.8, "Noise", long-term or permanent ground vibration such as commercial railways or passenger rail transit lines are not proposed by the MGSP, therefore the MGSP would not result in long-term ground vibration. However, through construction of future development under the MGSP, short-term vibrations impacts would occur. This construction vibration is not anticipated to exceed Federal Transit Administration threshold of 85 vibration decibels at 50 feet. Additionally, the majority of construction equipment would not result in peak particle velocity (inches per second) in excess of Caltrans thresholds, even at 50 feet. The Milpitas Municipal Code also restricts construction activities between the hours of 7 a.m. and 7 p.m. on weekdays and weekends to mitigate temporary noise impacts, including ground borne vibration impacts. The MGSP would be required to implement General Plan Policy N 2-3 and Action N-2b that include measures to address temporary vibration impacts and avoid excessive vibrations that could generate public health impacts. Thus, the SEIR determined that this impact would be less than significant.

The proposed Project would result in the demolition of existing non-residential buildings and the construction of new residential buildings, consistent with what is envisioned for the Project site in the MGSP. Demolition and construction activities may include construction equipment that cause ground vibrations. However, these construction equipment would not exceed Federal Transit Administration thresholds or Caltrans thresholds related to vibration decibels and peak particle velocity. Additionally, the Project would be required to comply with construction hours stated in the City's Municipal Code to avoid excessive vibration impacts during the hours when receptors would be most sensitive to vibration. The Project does not propose any development that would result in permanent ground vibrations such as commercial railways or passenger rail transit lines. Thus, the proposed Project would be consistent with the MGSP and result in less than significant impacts related to short-term groundborne vibration or noise levels. There would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

As discussed in SEIR Section 3.8, "Noise", the nearest airport, the San Jose Mineta International Airport, does not have noise contours that extend into the MGSP Area. Implementation of the MGSP would not result in substantial population growth that would alter the operations of the San Jose Mineta International Airport to an extent that would increase aircraft traffic that would expand noise contours. The SEI determined that there would be no significant impact and this impact was not discussed further. The proposed Project is in the MGSP Area and consistent with the MGSP, and therefore would also have no impact.

3.13.2 Mitigation Measures

No significant noise impacts were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.13.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe significant impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to noise.

3.14 POPULATION AND HOUSING

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
XIV. Population and Housing. Would the Project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Pages 3.9-4 through 3.9-5 of the Draft SEIR	No	No	N/A
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	Page 3.9-6 of the Draft SEIR	No	No	N/A

3.14.1 Discussion

No substantial change in the environmental and regulatory settings related to population and housing, described in the MGSP SEIR Section 3.9, Population and Housing, has occurred since certification of the SEIR in October 2025.

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

As described in SEIR Section 3.9, Population and Housing, implementation of the MGSP would accommodate up to 5,176 new dwelling units, resulting in a population of 16,384 residents. This growth would exceed projections assumed under the City's General Plan for the MGSP Area, however, it would not exceed population projections for the City of Milpitas as a whole. Additionally, implementation of the MGSP would result in the reduction in nonresidential development, resulting in 2,357 fewer jobs than the General Plan at buildout. Therefore, the SEIR determined that there would be no unplanned population growth or residential development and this impact would be less than significant.

The proposed Project would result in 24 three-story townhome buildings, totaling 134 units. While development of the proposed Project would increase the amount of residential units and in turn, increase the population within the MGSP, the proposed Project would not result in an increase of residential units and residents further than what was projected under the MGSP and City's General Plan. The proposed Project would also demolish existing two office buildings and three multi-tenant industrial buildings, thus resulting in fewer jobs within the MGSP Area. Additionally, in the City of Milpitas Housing Element 2023-2031, the Project site is identified as a "Rezone Site" for housing development. Within the MGSP, 31 acres of land are identified as "Rezone Sites" that could accommodate a total of approximately 809 units. The proposed Project encompasses approximately 7.22 acres, and as mentioned above, would accommodate 134 units. The proposed Project would not exceed the amount of proposed units available for accommodation within these "Rezone Sites" in the MGSP Area. Construction activities associated with the proposed Project would utilize construction workers from the local and surrounding areas, and given the temporary nature of construction, would not attract new residents to move to the MGSP Area, or City. Therefore, impacts would be less than significant, and the proposed Project would be consistent with the MGSP. There would be no new or

substantially more severe significant impacts related to unplanned population growth than previously identified in the MGSP SEIR.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

As discussed in the SEIR Section 3.9, "Population and Housing", implementation of the MGSP would result in up to 5,176 new dwelling units and support the development of increased densities and intensities of mixed uses, that would increase the housing supply in the City. The MGSP focusses on infill development in vacant and underutilized areas in Milpitas. Thus, the SEIR determined that impacts related to the displacement of people or housing would be less than significant.

The proposed Project does not include the demolition of existing residential buildings that would displace existing residents or housing. The Project includes the demolition of non-residential buildings and the construction of 24 new townhome buildings that would accommodate a total of 134 units. Of the 134 townhome units, 15 percent, or 20 units, would be offered as below-market-rate ownership units at the moderate-income level. The remaining 114 units would be market-rate ownership units. The proposed Project would increase the number of dwelling units in the MGSP and provide housing to serve the needs of the community at various socioeconomic levels. Thus, the proposed Project would result in less than significant impacts, consistent with the MGSP. There would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

3.14.2 Mitigation Measures

No significant population and housing impacts were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.14.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe significant impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to population and housing.

3.15 PUBLIC SERVICES

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
XV. Public Services. Would the Project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:	Pages 3.10-9 through 3.10-12 of the Draft SEIR	No	No	N/A
Fire protection?	—	—	—	—
Police protection?	—	—	—	—
Schools?	—	—	—	—
Parks?	—	—	—	—
Other public facilities?	—	—	—	—

3.15.1 Discussion

No substantial change in the environmental and regulatory settings related to public services, described in the MGSP SEIR Section 3.10, Public Services and Recreation, has occurred since certification of the SEIR in October 2025.

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

Fire protection?

Police protection?

Schools?

Parks?

Other public facilities?

As discussed in SEIR Section 3.10, Public Services and Recreation, implementation of the MGSP would alter the level of development within the Plan Area, including providing additional housing opportunities that would increase the population of the area. All new development would be required to comply with Milpitas Fire Department (MFD) standards and code requirements and contribute appropriate fees to the City's General Fund for any potential of staffing or facilities. Growth associated with the MGSP would not result in an expansion of the overall service area for the MFD or Milpitas Police Department, thus not exceeding the demand of fire or police stations already anticipated within the General Plan Update EIR. While implementation of the MGSP would result in an increase in population, which may trigger the need for new public facilities, the MGSP would not generate more students than those calculated by the Milpitas Unified School District student generation rates. All future development would contribute appropriate funds towards facilities improvements. Any additional public facilities constructed by the City would be proposed by the City at the time they are needed and would undergo separate environmental review. Therefore, the SEIR determined that impacts associated with the provision of new fire, police, and school facilities are less then significant. Impacts related to parks and other public facilities are discussed below in Section 3.16, "Recreation."

As mentioned, the proposed Project would result in a new residential development that would increase the population in the MGSP Area. However, the population increase would not be greater than anticipated within the MGSP and City and would thus not result in the need for expanding the service area of the MFD or Milpitas Police Department. While the proposed Project may result in the MFD or Milpitas Police Department needing to hire more officers if calls for service increase, the proposed Project would be required to contribute appropriate fees to the City's General Fund and contribute applicable school fees for any facilities. The proposed Project would be consistent with the MGSP, resulting in less than significant impacts. There would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

3.15.2 Mitigation Measures

No significant public services impacts were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.15.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to public services.

3.16 RECREATION

	ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
XVI.	Recreation. Would the Project:				
a)	Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	Pages 3.10-12 through 3.10-13 of the Draft SEIR	No	No	N/A
b)	Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	Pages 3.10-12 through 3.10-13 of the Draft SEIR	No	No	N/A

3.16.1 Discussion

No substantial change in the environmental and regulatory settings related to recreation, described in the MGSP SEIR Section 3.10, Public Services and Recreation, has occurred since certification of the SEIR in October 2025.

a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

As described in SEIR Section 3.10, Public Services and Recreation, implementation of the MGSP would result in an increase in the population in the area, which would result in an increased demand for recreation facilities. However, all development would be required to comply with General Plan Policies PROS 1-3 and 1-3, which requires provision of or submittal of in-lieu fees for park and recreational facilities in order to maintain acceptable parkland ratios. The SEIR determined that impacts related to parks and recreation would be less than significant.

The proposed Project is located within the MGSP and would result in a population increase in the area through the development of the residential uses. The Project would include on-site recreational facilities for residents, including picnic areas, recreation areas, and lounging areas with seating, as shown in Figure 2-2 above. Additionally, the proposed Project would be required to dedicate parkland or pay in-lieu fees at the time of building permit issuance. Thus, the proposed Project would result in less-than-significant impacts to recreation, consistent with the MGSP, and there would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

3.16.2 Mitigation Measures

No significant recreation impacts were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.16.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to recreation.

3.17 TRANSPORTATION

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
XVII. Transportation. Would the Project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	Pages 3.11-18 through 3.11-19 of the Draft SEIR	No	No	N/A
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	Pages 3.11-20 through 3.11-23 of the Draft SEIR	No	No	N/A
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Pages 3.11-23 through 3.11-24 of the Draft SEIR	No	No	N/A
d) Result in inadequate emergency access?	Pages 3.11-24 through 3.11-24 of the Draft SEIR	No	No	N/A

3.17.1 Discussion

No substantial change in the environmental and regulatory settings related to transportation, described in the MGSP SEIR Section 3.11, Transportation, has occurred since certification of the SEIR in October 2025.

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

As described in SEIR Section 3.11, Transportation, implementation of the MGSP would develop a transportation network for users of all modes of transportation, including the construction of enhanced transit, pedestrian, and bicycle facilities. The standards and policies proposed under the MGSP would be consistent with policies and standards in relevant transportation plans and would not conflict with any program, plan, ordinance, or policy addressing the circulation system. As a result, the MGSP would result in a less-than-significant impact.

The proposed Project would likely increase the demand for public transit and bicycle and pedestrian facilities through the projected population increase from the proposed Project. However, implementation of the MGSP would include the construction of enhanced circulation system facilities to serve the Project, as well as surrounding future developments proposed under the MGSP. Additionally, the Project would provide a network of internal circulation roads, sidewalks and other pedestrian walkways to connect to the larger transportation network in the MGSP Area and City. Additionally, the proposed Project would include a new short segment of sidewalk on the cul-de-sac bulb of Valley Way, providing more pedestrian connectivity. Therefore, the Project would not conflict with transportation plans, programs, and policies, and impacts would be less than significant, consistent with the MGSP. There would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

As described in SEIR Section 3.11, Transportation, implementation of the MGSP would result in increased residential development and decreased non-residential development across the MGSP plan area. Implementation of the MGSP would not exceed the significance thresholds of 25.40 VMT per service population, or 11.87 VMT per resident. However, employment-based development proposed by the MGSP across the plan area—while not proposed for the Project site—would globally exceed the threshold of 14.31 VMT per employee. Implementation of Mitigation Measures 3.11-2a through 3.11-2f for non-residential development elsewhere in the plan area would aid in reducing VMT from employee commutes, however, it cannot be guaranteed how effective these measures would be. While the SEIR concluded that the MGSP would improve overall VMT conditions compared to the land use scenario envisioned in the City's General Plan, as discussed in SEIR Section 3.6, Greenhouse Gas Emissions and Climate Change, the SEIR determined that effectiveness of the Mitigation Measures above is unknown at this time. Thus, the SEIR determined that this impact would remain significant and unavoidable.

The proposed Project would result in the reduction of non-residential buildings, as the existing non-residential buildings would be demolished to construct the residences. The proposed Project would not result in employment-based development. As the Project would be residential, consistent with the land use envisioned for the site in the MGSP, the resulting VMT would be below the significance threshold of 11.87 VMT per resident, consistent with the SEIR. Therefore, impacts of the proposed Project would be less than significant. There would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

As described in SEIR Section 3.11, Transportation, implementation of the MGSP would improve multimodal circulation and access and minimize the potential for transportation hazards. Future development would be designed in accordance with applicable design and safety standards and subject to review by City staff. The SEIR determined that this impact would be less than significant.

The proposed Project would result in two points of access from the public right-of-way. The first would be via a cul-de-sac to Valley Way on the eastern edge of the Project site, acting as the main ingress/egress to the site. This frontage would contain three driveways on the cul-de-sac bulb and a public sidewalk. The second point of access would be via a short segment of Valley Way to the north of the Project site, which would solely act as an emergency access point, outfitted with a new driveway and removable bollards. Non-emergency vehicle access to the Project site, such as residents and guests, would be provided only from Valley Way and connect to internal private streets. These roadway improvements would be designed according to applicable City design and safety standards and would also require to be reviewed by the City. Therefore, impacts would be less than significant, consistent with the MGSP. There would be no new or substantially more severe significant impact than previously identified in the MGSP SEIR.

d) Result in inadequate emergency access?

As described in the SEIR, Section 3.11, Transportation, implementation of the MGSP proposed streetscape improvements designed to support a variety of mobility options including vehicles, bicycles, transit, and pedestrians. These improvements would be developed in coordination with the MFD and in adherence to the California Fire Code to ensure future development provide adequate emergency access. The SEIR determined that the MGSP would result in less-than-significant impacts related to emergency access.

As mentioned above under a), the proposed Project would result in two points of access, one being via a short segment of Heath Street to the north of the Project site, which would act solely as an emergency vehicle access point. The other point of access would be via a cul-de-sac to Valley Way on the eastern edge of the Project site. The proposed Project would be required to coordinate with MFD. For example, the Project application and conceptual plan set has been distributed to the MFD for their review and feedback. The MFD must provide their approval of the Project design before a building permit is issued. Additionally, the Project must comply with the California Fire Code to ensure that adequate emergency access is provided. Based on the preliminary plans submitted by the applicant,

there would be sufficient turning radius on internal circulation streets for fire trucks to maneuver and reach proposed townhomes or fire hydrants capable of reaching each of the proposed 134 units. Therefore, the proposed Project would have less than significant impacts, consistent with the MGSP. There would be no new or substantially more severe significant impact than previously identified in the MGSP SEIR.

3.17.2 Mitigation Measures

No significant transportation impacts were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.17.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to transportation.

3.18 TRIBAL CULTURAL RESOURCES

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
XVIII. Tribal Cultural Resources. Has a California Native American Tribe requested consultation in accordance with Public Resources Code section 21080.3.1(b)? Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	Pages 3.4-19 through 3.4-22 of the Draft SEIR	No	No	Yes
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?	—	—	—	—
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	—	—	—	—

3.18.1 Discussion

No substantial change in the environmental and regulatory settings related to tribal cultural resources, described in the MGSP SEIR Section 3.4, Cultural and Tribal Cultural Resources, has occurred since certification of the SEIR in October 2025.

a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

As described in SEIR Section 3.4, Cultural and Tribal Cultural Resources, implementation of the MGSP would result in construction activities associated with future development that may disturb or destroy any previously undisturbed and significant tribal cultural resources or deposits. Implementation of SEIR Mitigation Measures 3.4-3a through 3.4-3e would reduce potentially significant impacts to tribal cultural resources because it would require: tribal cultural awareness; steps to protect known an unknown tribal cultural resources; tribal monitoring; and stop work in case of a discovery. However, because some resources may not be able to be avoided during development of future projects, the MGSP would result in significant and unavoidable impacts.

While the proposed Project is located on previously disturbed and developed land, the Project would involve grading and excavation which may result in the loss of a tribal resource. One precontact archaeological site, which may also qualify as a tribal cultural resource, is known to be located within 100 feet of the Project site. The proposed Project must comply with adopted Mitigation Measures 3.4-3a through 3.4-3e, as described in the MGSP SEIR, to reduce potential impacts to tribal resources. However, the MGSP Area is a highly sensitive area for tribal cultural resources. Due to the sensitivity of the area, it may not be possible to fully avoid all tribal cultural resources during Project development. Thus, impacts could potentially be significant and unavoidable, consistent with the impacts described in the MGSP EIR. There would be no new or substantially more severe significant impacts than previously identified in the MGSP SEIR.

3.18.2 Mitigation Measures

The following adopted mitigation measures were identified in the MGSP SEIR and would continue to remain applicable if the Project were approved.

Mitigation Measure 3.4-3a: Conduct Tribal Cultural Resources Awareness Training

During project-specific environmental review for development under the Specific Plan, the City shall coordinate with California Native American tribe(s) to prepare tribal cultural resource awareness and sensitivity training. All crew members and contractors shall be trained in the protection of tribal cultural resources and sensitive archaeological resources that the tribe(s) deems important. Workers will be trained to halt work if tribal cultural resources or sensitive archaeological resources are encountered and the construction method consists of physical disturbance of land surfaces (e.g., soil disturbance). The program will also underscore the requirement for confidentiality and culturally appropriate treatment of any find of significance to Native Americans and protocols, consistent, to the extent feasible, with Native American Tribal values. The tribe(s) shall determine the most appropriate method of training (e.g., in person, brochure, or archaeological consultant).

Mitigation Measure 3.4-3b: Identify and Protect Unknown Tribal Cultural Resources

During project-specific environmental review under the Specific Plan, if the City in consultation or coordination with the tribe(s) determines that a project activity may cause a substantial adverse change to a tribal cultural resource, and measures to protect the resource are not otherwise identified in the consultation process, the project applicant shall implement the following steps to identify and protect tribal cultural resources or archaeological resources significant to the tribe that may be present in the project's area of effects.

1) If a tribal cultural resource is identified, the project lead shall consult with the tribe(s) to consider means of avoiding or reducing ground disturbance within the resource boundaries, including minor modifications of building footprint, landscape modification, the placement of protective fill (e.g., capping), the establishment of a preservation easement, or other means that will avoid or substantially preserve the resource in place. Similar to Mitigation Measure 3.4-2b(iv).

2) If avoidance or substantial preservation in place of tribal cultural resources is not possible, the project lead shall implement Mitigation Measure 3.4-3(c).

3) For projects that require subsurface testing of archaeological sites that contain indigenous materials, the project applicant shall retain the Native American tribe(s) to monitor the subsurface testing of the project area that is required under Mitigation Measure 3.4-2c. The type of subsurface testing (e.g., ground-penetrating radar, core, forensic dogs, excavation) shall be coordinated with the consulting tribe(s).

Mitigation Measure 3.4-3c: Identify and Protect Known Tribal Cultural Resources

If the City determines that avoidance or preservation in place of a tribal cultural resource is not feasible and ground disturbance cannot be avoided, the project lead and Native American tribe(s) as applicable, shall develop a treatment plan. The treatment plan shall include, but not be limited to testing, excavation strategy, research design, resource significance assessment methods, a burial treatment agreement (if applicable), reporting requirements and health and safety procedures. The burial treatment agreement (if applicable) shall include a discussion of reburial options, locations, and potential easements, considering tribal preferences. This may be developed in conjunction with Mitigation Measure 3.4-2c.

Mitigation Measure 3.4-3d: Retain a Native American Monitor

Irrespective of pedestrian survey or subsurface testing findings, the project lead shall notify the appropriate Native American tribe(s) and retain a representative for tribal cultural resource monitoring prior to the commencement of any ground-disturbing activities within 100 feet from all known tribal and archaeological resources (containing indigenous materials) that have been determined eligible or listed in the CRHR and NRHP, as well as California Historical Landmarks, and any archaeological resources that have not been evaluated for its significance. The project applicant shall contact the tribal representatives a minimum of seven days prior to beginning earthwork or other ground disturbing activities; construction activities will proceed if no response is received 48 hours prior to ground disturbing activities. The tribal monitor shall only be present onsite during the construction phases that involve ground disturbing activities, including but not limited to tree removals, boring, excavation, drilling, and trenching. The tribal monitor shall complete daily monitoring logs that describe each day's activities, including construction activities, locations, soil, and any cultural materials identified. The onsite monitoring shall end when the site grading and excavation activities are completed, or when the tribal representatives and monitor have indicated that the site has a low potential for impacting tribal cultural resources.

Mitigation Measure 3.4-3e: Implement Native American Response and Treatment Protocol

During project-specific environmental review under the Specific Plan, for projects where no archaeological materials have been identified as part of Mitigation Measures 3.4-3b and 3.4-3c, in the event that any tribal cultural resources and/or precontact subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits are discovered during construction, all ground-disturbing activity within 100 feet of the resources shall be halted. The project applicant shall contact the appropriate Native American tribe(s) for their input on the preferred treatment of the find. Mitigation Measure 3.4-3b (1) or Mitigation Measure 3.4-3c and Mitigation Measure 3.4-3d shall be implemented. If artifacts are recovered from significant tribal cultural resources, the first option shall be to transfer the artifacts to an appropriate tribal representative. If possible, accommodations shall be made to reinter the artifacts at the project site or another mutually agreed upon (with the Native American representative) location within the Specific Plan Area. Only if no other options are available will recovered precontact archaeological material be housed at a qualified curation facility, if approved by the consulting tribe(s).

3.18.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to tribal cultural resources.

3.19 UTILITIES AND SERVICE SYSTEMS

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
XIX. Utilities and Service Systems. Would the Project:				
a) Require or result in the relocation or construction of construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?	Pages 3.12-21 through 3.12-23 of the Draft SEIR	No	No	N/A
b) Have insufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	Pages 3.12-23 through 3.12-25 of the Draft SEIR	No	No	N/A
c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has inadequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?	Page 3.12-26 of the Draft SEIR	No	No	N/A
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	Pages 3.12-27 through 3.12-29 of the Draft SEIR	No	No	N/A
e) Fail to comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	Pages 3.12-27 through 3.12-29 of the Draft SEIR	No	No	N/A

3.19.1 Discussion

No substantial change in the environmental and regulatory settings related to utilities and service systems, described in the MGSP SEIR Section 3.12, Utilities and Service Systems, has occurred since certification of the SEIR in October 2025.

a) Require or result in the relocation or construction of construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?

As described in SEIR Section 3.12, Utilities and Service Systems, implementation of the MGSP could include retention of existing infrastructure as well as installation of new utility lines and infrastructure. Implementation of the MGSP itself would not trigger construction of new or expanded offsite utilities to serve the project's demand that are not planned under the City's infrastructure master plans. The MGSP includes several standards intended to ensure that water, sewer, and stormwater infrastructure would be able to support future growth in the MGSP Area. Therefore, the SEIR determined that impacts would be less than significant,

The Project site contains an existing 8-inch public water main and an associated 15-foot waterline easement that runs through the approximate middle of the Project site. The water main would be abandoned and capped in place, and the associated easement would be vacated. A new 8-inch water line would be routed through the new private streets. Associated water branch lines feeding the buildings would also be installed. Public storm and sewer mains would also be installed within the private streets, as well as eight new transformers. While the Project proposes new water lines, storm and sewer mains, and transformers, these utility lines would be minor lateral connections to existing infrastructure and would not result in the need for relocation or construction of new or expanded facilities that could create significant environmental impacts. Thus, the Project would be consistent with the MGSP, resulting in a less-than-significant impact. There would be no new or substantially more severe significant impact than previously identified in the MGSP SEIR.

b) Have insufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

As described in SEIR Section 3.12, Utilities and Service Systems, implementation of the MGSP would decrease water demand by 105,875 gallons per day as compared to buildout under the General Plan. However, implementation of the MGSP would contribute to water supply shortages that would potentially trigger the need to construct additional groundwater wells, the construction and operation of which could result in significant environmental impacts. The City is implementing drought contingency measures identified in the urban water management plan (UWMP) through the construction of additional groundwater wells to offset water supply shortages identified for 2030 and 2045 under certain hydrologic conditions, such as consecutive multiple dry years. Therefore, the SEIR determined that there would be sufficient water supply to serve the MGSP Area and reasonable future development during normal, dry, and multiple dry years. This impact was determined to be less than significant.

The Project site is located within the MGSP Area, which is covered in the City's 2020 UWMP. While there is adequate water to serve the City, and Project site, during normal hydrologic conditions, the City is projected to experience water supply shortages during dry year conditions as buildout continues in future years. However, the City is implementing drought contingency measures identified in the UWMP through the construction of additional groundwater wells that would offset the UWMP project dry year conditions through the year 2040. Buildout of the MGSP Area, specifically, would occur over many years rather than all at once, which would incrementally increase water demand. Thus, there would be sufficient water supply for the proposed Project upon completion of Project construction, and with wells established in advance of buildout of the MGSP, there would be sufficient supplies during normal, dry, and multiple dry years for buildout across the City. The proposed Project would result in less than significant impacts, consistent with the MGSP. There would be no new or substantially more severe significant impact than previously identified in the MGSP SEIR.

c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has inadequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?

As described in the SEIR Section 3.12, Utilities and Service Systems, implementation of the MGSP would result in a decrease in water demand by 105,875 gallons per day. Assuming a 1 to 1 ratio of water consumption to wastewater generation, the MGSP would result in a corresponding decrease in wastewater of 105,875 gallons per day. The MGSP includes provisions intended to ensure that sewer infrastructure is able to support future growth in the MGSP Area. As a result, the SEIR determined that impacts would be less than significant.

A technical memo was prepared for the proposed Project that provided a preliminary estimate of the anticipated sewer and waterflow, including hydrology/hydraulic analysis for the storm drain system (see Appendix D). According to the memo, the proposed Project would result in a net increase of approximately 29,796 gallons of wastewater per day, accounting for removal of wastewater from existing onsite uses. The technical memo concluded that the existing 8-inch sanitary sewer pipe located within the Project site would have adequate capacity to accept the additional flow resulting from the Project. Furthermore, because the Project is consistent with the MGSP, it would contribute the overall decrease of 105,875 gallons of wastewater per day on a citywide basis that is anticipated from development of the MGSP. Therefore, the proposed Project would have a less than significant impact, consistent with the MGSP. There would be no new or substantially more severe significant impact than previously identified in the MGSP SEIR.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

As discussed in the SEIR Section 3.12, Utilities and Service Systems, implementation of the MGSP would result in construction and demolition activities associated with future development that would generate solid waste, including metals, plastics, wood, concrete, and other building materials. Future construction activities would be required to comply with CALGreen Divisions 4.4 and 5.4, which requires a minimum of 65 percent of all non-hazardous construction and demolition waste to be recycled and/or salvaged for reuse. The MGSP would generate approximately 8.3 fewer tons of operation-related solid waste per day and 3,037 fewer tons of operation-related solid waste per year compared to what was identified in the General Plan Update EIR. Kirby Canyon Landfill, where non-recyclable or reusable materials would be disposed at, would have sufficient capacity to accommodate solid waste generated from buildout of the MGSP. Thus, the SEIR determined that impacts would be less than significant.

The proposed Project would result in both construction and demolition activities that would generate solid waste, including during operation of the proposed Project. Because the Kirby Canyon Landfill would have enough capacity to accommodate solid waste generated from the MGSP and the proposed Project is consistent with the MGSP, the landfill would accommodate solid waste from the Project. With compliance of all applicable state and local management and reduction statutes and regulations, the Project would reduce the amount of operation-related solid waste that would be disposed of at Kirby Canyon Landfill. The proposed Project would also be required to comply with CALGreen code requirements to reduce the amount of construction-related solid wastes disposed of at Kirby Canyon Landfill. Thus, the proposed Project would result in less than significant impacts, consistent with the MGSP. There would be no new or substantially more severe significant impact than previously identified in the MGSP SEIR.

e) Fail to comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

As discussed in the SEIR Section 3.12, Utilities and Service Systems, implementation of the MGSP would be required to comply with all applicable state and local management and reduction statutes and regulations related to solid waste, including AB 939, AB 341, AB 1826, and the Milpitas Municipal Code, which would reduce the amount of operation-related solid waste that would be disposed of at Kirby Canyon Landfill. Additionally, the MGSP includes several provisions intended to ensure that solid waste facilities would be able to support future growth in the MGSP Area and that waste continues to be collected and disposed of safely. The SEIR determined that this impact would be less than significant.

As described above under d), the proposed Project would result in activities that would generate solid waste during construction and operation activities. However, the proposed Project would be required to comply with CALGreen code requirements, all applicable state and local management and reduction statutes and regulations, the Milpitas Municipal Code, and MGSP provisions to reduce the amount of solid waste disposed or, ensure that solid waste facilities would be able to support the Project, and ensure that waste is continued to be collected and disposed of safely. Thus, through compliance, impacts would be less than significant, consistent with the MGSP. There would be no new or substantially more severe significant impact than previously identified in the MGSP SEIR.

3.19.2 Mitigation Measures

No significant utilities and service system impacts were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no new significant impacts. No mitigation is required.

3.19.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the Project would not result in new or substantially more severe significant impacts to utilities and service systems.

3.20 WILDFIRE

ENVIRONMENTAL ISSUES	Where Impact was Analyzed in the SEIR	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Do Mitigation Measures in the SEIR Address/ Resolve Impacts, Including Impacts That Would Otherwise be New or Substantially More Severe?
XX. Wildfire.				
Is the Project located in or near state responsibility areas or lands classified as high fire hazard severity zones?				
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	Page 1-5 of the Draft SEIR	No	No	N/A
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	Page 1-5 of the Draft SEIR	No	No	N/A
c) Require the installation of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	Page 1-5 of the Draft SEIR	No	No	N/A
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	Page 1-5 of the Draft SEIR	No	No	N/A

3.20.1 Discussion

No substantial change in the environmental and regulatory settings related to wildfire has occurred since certification of the SEIR in October 2025.

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

c) Require the installation of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

As discussed in Section 1.3.6 of the SEIR, the MGSP is surrounded by urban uses and is less prone to wildfire. The City of Milpitas, including the MGSP Area, is located within a local responsibility area, served by MFD. The City of Milpitas is not categorized as a "Very High" FHSZ by CAL FIRE. There are additionally, no State Responsibility areas within the city limits, however areas east of the city are designated as "high" FHSZ by CAL FIRE. New construction associated with the MGSP is subject to the City Municipal Code and California Fire Code which include safety measures to minimize the threat of fire. Because the MGSP is not located within a "High" or "Very High" FHSZ, the MGSP would have no impact related to wildfire risk. The proposed Project is in the Plan Area and is consistent with the MGSP, and CAL FIRE has not adopted new fire hazard severity zone mapping since adoption of the MGSP. Therefore, the proposed Project would also have no impact to wildfire.

3.20.2 Mitigation Measures

No impacts, including significant impacts to wildfire were identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP and have no impacts on wildfire. No mitigation is required.

3.20.3 Conclusion

No new circumstances or project changes have occurred nor has any new information been found that would result in new significant or substantially more severe impacts than those identified in the MGSP SEIR. The proposed Project would be consistent with the MGSP. Therefore, the proposed Project would have no impacts to wildfire.

4 REFERENCES

3.4 Air Quality

California Air Pollution Control Officers Association. 2024. *Non-Vehicular Diesel Engine Risk Assessment Guidance*. California Air Pollution Control Officers Association, California Air Resources Board. Retrieved on November 5, 2025. Available: https://ww2.arb.ca.gov/sites/default/files/classic/ab2588/2024%20DICE%20Screening%20Risk%20Guidelines.pdf.

CAPCOA. *See* California Air Pollution Control Officers Association.

Cernansky, N.P. 1983. Diesel Exhaust Odor and Irritants: A Review. *Journal of the Air Pollution Control Association*, 33:2, 97-104, DOI:

EPA. *See* US Environmental Protection Agency.

US Environmental Protection Agency. 2004. *Final Rule for Control of Emissions of Air Pollution From Nonroad Diesel Engines and Fuel*. Federal Register, Volume 69, No. 124: June 29, 2004

3.5 Biological Resources

County of Santa Clara, City of San Jose, City of Morgan Hill, City of Gilroy, Santa Clara Valley Water District, and Santa Clara Valley Transportation Authority. 2012. *Final Santa Clara Valley Habitat Plan*. Adopted by the Santa Clara Valley Habitat Agency August 2012. Morgan Hill, CA.

3.7 Energy

California Air Resources Board. 2022. *2022 Scoping Plan for Achieving Carbon Neutrality*. Adopted by the California Air Resources Board November 16, 2022. Sacramento, CA.

CARB. *See* California Air Resources Board.

City of Milpitas. 2022. *Milpitas Climate Action Plan Update*. Adopted by Milpitas City Council August 9, 2022. Milpitas, CA.

3.8 Geology and Soils

California Department of Conservation. 2024. CGS Seismic Hazard Program: Liquefaction Zones. Available: https://maps-cnra-cadoc.opendata.arcgis.com/datasets/cadoc::cgs-seismic-hazards-program-liquefaction-zones/explore?location=37.427371%2C-121.910910%2C16.13. Accessed November 18, 2025.

California Department of Conservation. 2025. *Earthquake Zones of Required Investigation*. Available: https://maps.conservation.ca.gov/cgs/informationwarehouse/eqzapp/. Accessed November 18, 2025.

DOC. *See* California Department of Conservation.

Rockridge Geotechnical. 2025 (June). *Preliminary Geotechnical Investigation Proposed Residential Development 600 Valley Way, Milpitas, California.*

3.9 Greenhouse Gas Emissions

California Air Resources Board. 2022. 2022 Scoping Plan for Achieving Carbon Neutrality. Adopted by the California Air Resources Board November 16, 2022. Sacramento, CA.

CARB. *See* California Air Resources Board.

City of Milpitas. 2022. *Milpitas Climate Action Plan Update*. Adopted by Milpitas City Council August 9, 2022. Milpitas, CA.

3.10 Hazards

California State Water Resources Control Board. 2025. GeoTracker. Available: https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=Sacramento. Accessed November 21, 2025.

California Department of Toxic Substances Control. 2025. EnviroStor. Available: https://www.envirostor.dtsc.ca.gov/public/map/?global_id=60002678. Accessed November 21, 2025.

DTSC. *See* California Department of Toxic Substances Control.

SWRCB. *See* California State Water Resources Control Board.

3.11 Hydrology and Water Quality

City of Milpitas. 2021. *City of Milpitas Storm Drain Master Plan*. Available at: https://www.milpitas.gov/DocumentCenter/View/3432/2021-Storm-Drain-Master-Plan-PDF?bidId=. Accessed December 3, 2025.

San Francisco Bay Regional Water Board. 2024. Water Quality Control Plan for the San Francisco Bay Basin. Last amended and approved by the State Water Resources Control Board July 22, 2024. San Francisco, CA.

San Francisco Bay RWQCB. *See* San Francisco Bay Regional Water Board.

5 LIST OF PREPARERS

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Appendix A

Historic Resources Report

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____
Other Listings _____
Review Code _____ Reviewer _____ Date _____

 ***Resource Name or #**: Calaveras Business Center

P1. Other Identifier: Sobrato Milpitas Center; 600 Valley Way

***P2. Location:** ☐ Not for Publication ☒ Unrestricted

***a. County**: Santa Clara

***b. USGS 7.5' Quad** Milpitas **Date:** 2021 **Township:** 6S; **Range:** 1W

c. Address: 461-606 Valley Way City: Milpitas Zip: 95035

d. UTM: Zone 10 S, 594026 mE / 4143327 mN

e. Other Locational Data: APN 022-28-022; 022-28-024; 022-28-025

***P3a. Description:**

See field "D3. Detailed Description" of the attached District Record form.

***P3b. Resource Attributes:** HP6. 1-3 story commercial building

***P4.Resources Present:** ☒Building ☐Structure ☐Object ☐Site ☐District ☐Element of District ☐Other

P5a. Photograph or Drawing

P5b. Description of Photo:
Aerial overview of the Calaveras Business Center, view northeast (imagery ©2023, Google Maps)

***P6. Date Constructed/Age and Source:**
☒ Historic ☐ Prehistoric ☐ Both
1977 (Buildings No. 1 and 2); 1978 (Buildings No. 3 and 4); 1985 (Building No. 5) (County Assessor)

***P7. Owner and Address:**
The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA 94041

***P8. Recorded by:**
Architectural Resources Group
Pier 9, The Embarcadero, Suite 107
San Francisco, CA, 94111

***P9. Date Recorded:** April 25, 2023

***P10. Survey Type:** Intensive

***P11. Report Citation**: None

***Attachments:** ☐ NONE ☒ Location Map ☒ Continuation Sheet ☐ Building, Structure, and Object Record
☐ Archaeological Record ☒ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record
☐ Artifact Record ☐ Photograph Record ☒ Other (List): Sketch Map

D1. Historic Name: Calaveras Business Center D2. Common Name: Sobrato Milpitas Center

***D3. Detailed Description:** (Discuss overall coherence of the district, its setting, visual characteristics, and minor features. List all elements of district.)

The Sobrato Milpitas Center, originally known as the Calaveras Business Center, is an office park located in western Milpitas in Santa Clara County. The complex includes five commercial office buildings across three adjoining parcels (APNs 022-28-022, 022-28-024, and 022-28-025), which together form a roughly triangular property bordered by single-family residential development to the north, commercial development to the east, and the interchange of Interstate 880 (the Nimitz Freeway) and Calaveras Road (California State Route 237, or SR 237) to the west. (See continuation sheet.)

***D4. Boundary Description:**

The boundary of the recorded resource, the Calaveras Business Center, encompasses the three legal parcels that contain the five-building complex: APNs 022-28-022, 022-28-024, and 022-28-025. The southern and western boundary generally follows the California Department of Transportation right-of-way along the interchange of Interstate 880 and Calaveras Road for a distance of approximately 1,000 feet. The boundary then turns in a southeasterly direction and leads approximately 750 feet along the edge of an adjacent residential tract. It then leads approximately 200 feet south along the western boundary of an adjacent commercial parcel, before turning southwest and leading approximately 450 feet back to the right-of-way along the freeway interchange. This boundary is depicted on the location and sketch maps presented on the following sheets in this DPR form set.

***D5. Boundary Justification:**

ARG selected the boundary of the recorded resource because it corresponds to the three legal parcels acquired by Orosel-Russo to develop the Calaveras Business Center, which includes five buildings constructed in three phases between 1978 and 1985. The boundary encompasses those buildings that have a shared development history and related architectural character, as well as the associated landscaping, drives and walkways, and surface parking.

D6. Significance: Theme: N/A **Area:** N/A

Period of Significance: N/A **Applicable Criteria:** N/A

The earliest inhabitants of the Santa Clara Valley, including the present city of Milpitas, were members of the Ohlone or Costanoan linguistic subgroup. The Ohlone group consisted of eight distinct and politically autonomous linguistic subgroups who populated the area from the San Francisco Peninsula to northern Monterey County. Members of the Tamien (or Tamyen) subgroup settled in the vicinity of present-day Milpitas, establishing at least one village within the city's current boundaries. The Ohlone also built numerous large burials, called shellmounds, at several places in the city. (See continuation sheet.)

***D7. References:**

See continuation sheet.

***D8. Evaluator:** Caitlyn Ewers and Jon Rusch **Date:** May 19, 2023

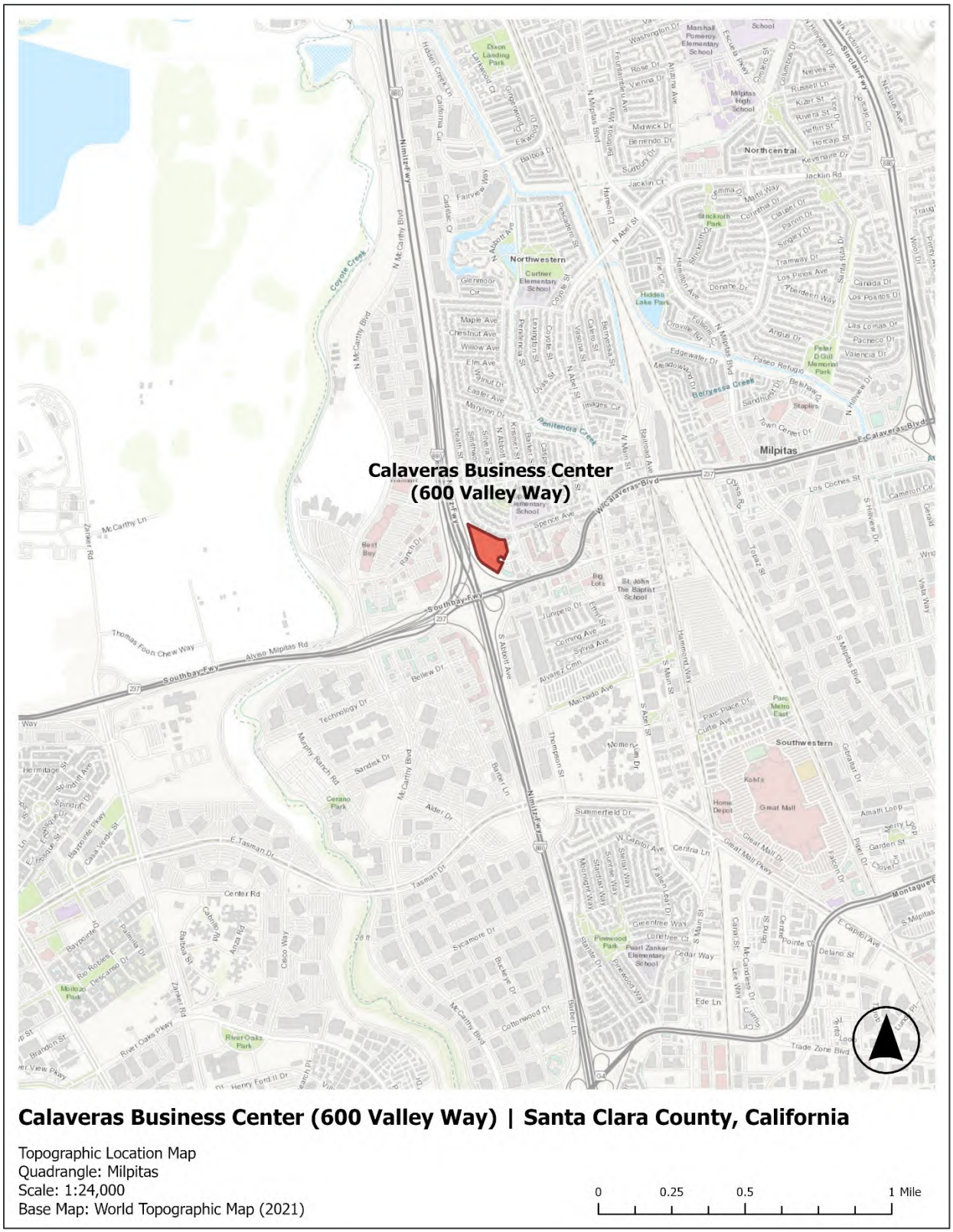
Affiliation and Address:

Architectural Resources Group (ARG)

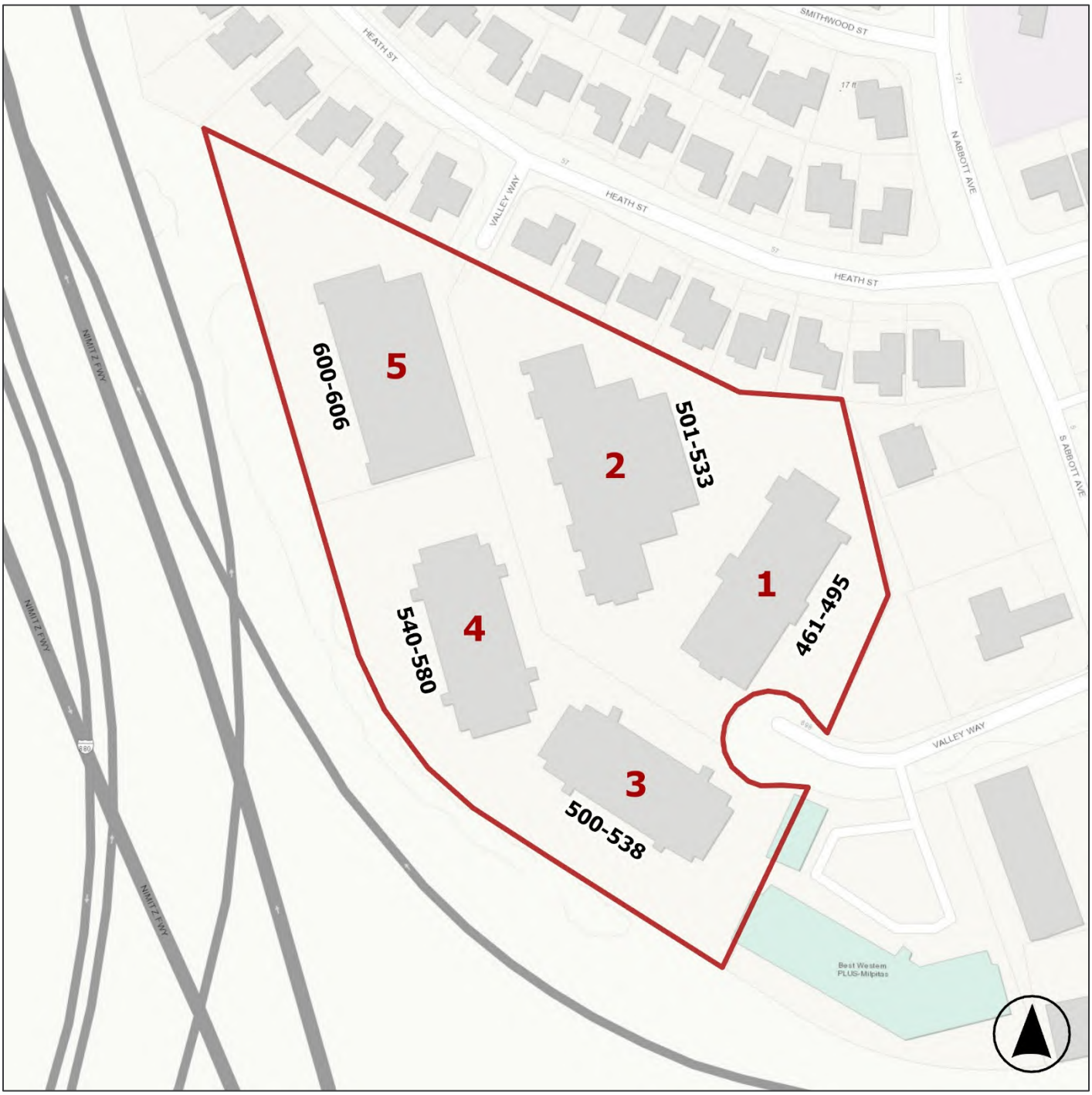
Pier 9, The Embarcadero, Suite 107

San Francisco, CA 94111

Map Name: Calaveras Business Center Location Map **Scale:** 1:24,000 **Date:** April 19, 2023



***Drawn by:** Morgan Quirk, Architectural Resources Group ***Date of map:** April 28, 2023



Sketch map of the Calaveras Business Center with the red outline denoting the boundary (ESRI World Topographic Map, 2021).

***D3. Detailed Description** (continued):

Access to the Calavera Business Center is from Abbot Avenue via Valley Way, which terminates in a cul-de-sac at the southeastern edge of the complex. Wide curb cuts in the sidewalk lining the cul-de-sac give way to asphalt-paved vehicular drives flanked by surface parking stalls; in combination with a series of intermittent concrete-paved walkways, these drives facilitate vehicular and pedestrian circulation throughout the site among the five buildings.

The buildings, which are evenly dispersed across the park, include Building 1 (461-495 Valley Way), Building 2 (501-533 Valley Way), Building 3 (500-538 Valley Way), Building 4 (540-580 Valley Way), and Building 5 (600-606 Valley Way). Buildings 1 and 2, which were constructed in 1977, are located at the eastern side of the site on one legal parcel (APN: 022-28-022); Buildings 3 and 4, which were constructed in 1978, are located along the southwestern boundary on a second legal parcel (APN: 022-28-024); and Building 5, which was constructed in 1985, is located at the northwestern corner on a third legal parcel (APN: 022-28-025). The buildings are one or two stories in height with flat roofs and low parapets, and they feature Spanish Revival-style details including textured stucco cladding, segmental arched openings over some doors and walkways, and shed roofs with clay barrel tile. Tiled roofs are specifically located over the entrance projections at Buildings 1 and 2, the second-story walkways at Buildings 3 and 4, and the east façade of Building 5. Though constructed at different times, the buildings' design and materials generally convey a cohesive architectural character. More detailed descriptions of the individual buildings are presented on separate Department of Parks and Recreation 523A forms that are included in this form set.

Numerous planting beds lined by concrete curbs are clustered around each of the buildings and line the perimeter of the complex. The beds contain a combination of low manicured shrubs, flowers, and ivy or other ground cover, as well as mature deciduous trees. Near the western side of the complex, the area between Buildings 3 and 4 is landscaped with shade trees and a grass lawn cut through by a concrete walkway and a concrete pad with tables and benches. Trash enclosures consisting of poured concrete pads encircled by chain-link fencing with privacy slats are located at intervals around the perimeter of the property and off the south side of Building 2.

Minor features in the Calavera Business Center include signage, lighting, and utilities. A large monument sign with a map of the site and a list of tenants in each of the five buildings is located at the edge of the Valley Way cul-de-sac, near the southern corner of Building 1, and small metal signposts denoting parking restrictions and building numbers are interspersed throughout the site. Metal bollard lights line some walkways and illuminate building entrances, and pad-mounted transformers, water shut-off valve access panels, and fire hydrants are located near each of the five buildings.

D6. Significance (continued):

Archaeological evidence gathered from these sites reveals that the Ohlone living in present-day Milpitas were part of a rich trade network spanning Sacramento to Monterey.[1] Spanish colonization of the Santa Clara Valley in the late eighteenth century led to the decimation of the Ohlone and the establishment of numerous Catholic missions, which were part of a larger colonization strategy that also included civilian settlements and military outposts (presidios). Milpitas is located at the crossroads of two of these missions: the Mission Santa Clara de Asis in present-day Santa Clara, established in 1777, and Mission San José in present-day Fremont, established in 1797. Following Mexico's victory in the Mexican War of Independence, the land around the missions was secularized and divided into large, private land grants called ranchos. Present-day Milpitas includes land from three ranchos granted by the Mexican government between 1835 and 1839. The Calaveras Business Center is located on land within Rancho Tularcitos, which was granted to José Higuera in 1839 and originally contained 4,394 acres.[2]

In 1848, following the end of the Mexican-American War, Mexico ceded present-day California to the United States. Over the next several decades, large numbers of Americans arrived to farm the fertile lands of the Santa Clara Valley. Milpitas developed as an agricultural community, an important shipping point for agricultural goods, and a popular rest stop for travelers. Freight

[1] "A brief history of Milpitas, California," *Milpitas Community Museum*, accessed May 10, 2023, at http://www.milpitashistory.org/home/; The Ervin Consulting Group, *Milpitas Redevelopment Amendments: Thirteenth Amendment to the Redevelopment Plan for the Milpitas Project Area No. 1, Sixth Amendment to the Great Mall Redevelopment Plan: Draft Environmental Impact Report*, State Clearinghouse No. 2009092025 (prepared for the Milpitas Redevelopment Agency, December 2009), 6.3-2.
[2] Robert Burrill, *Images of America: Milpitas* (Charleston, SC: Arcadia Publishing, 2004), 16; The Ervin Consulting Group, *Milpitas Redevelopment Amendments,* 6.3-4.

and passenger trains arrived and departed from the Western Pacific Railroad depot several times daily, and the growing highway network precipitated the development of several roadside restaurants and other services for travelers. However, the community remained relatively small and predominantly rural throughout this period. In early 1954, when the city incorporated, its population stood at 825 people.[3]

The 1950s and the early 1960s introduced substantial changes to the newly incorporated city, including the construction of Interstate 880 (the Nimitz Freeway), which linked the major urban centers of San José and Oakland on the east side of San Francisco Bay, and the completion of the Ford Motor Company Assembly Plant in south Milpitas in 1955. Subsequent commercial and residential development swallowed up hayfields and other agricultural land, and Milpitas rapidly transformed from a rural farming and shipping community into a densely developed suburb of San José.[4] By 1960, a number of single-family residential neighborhoods had been laid out and built between N. Main Street, which was the city's historic downtown commercial street, and the new interstate.[5] Development continued in earnest through the 1970s and 1980s, and the city's population has continued to grow into the twenty-first century. At the time of the 2020 census, Milpitas claimed more than 80,000 residents.[6]

Calaveras Business Center History

Topographic maps and aerial photographs reveal that the site now containing the Calaveras Business Center was in agricultural use from the late nineteenth century into the post-World War II period. The construction and expansion of the Nimitz Freeway and SR 237 in the 1950s and 1960s ate away at surrounding agricultural properties and catalyzed new residential and suburban development, rapidly eroding the site's rural character. By 1968, portions of the agricultural property northeast of the interchange between the Nimitz Freeway and SR 237 had succumbed to residential development, although area including the present Calaveras Business Center remained open and undeveloped into the 1970s.[7]

In 1976, the Sunnyvale-based real estate developer Orosel Enterprises announced its plans to construct a six-building commercial office park, the Calaveras Business Center, at the site.[8] Founded by Richard J. Orosel (b. 1937), Orosel Enterprises was involved in the construction of several office and industrial parks in the San Francisco Bay Area during the 1970s and 1980s, including the Lester-Orosel Business Park at 1400 Stierlin Road in Mountain View and the Hollister Business Park near the Hollister Municipal Airport.[9] Orosel himself had experience in both general contracting and sales, and he had owned at least one general contracting venture before establishing Orosel Enterprises around 1970.[10] Newspaper announcements suggest that Orosel Enterprises occasionally partnered with other corporations to finance large development projects, as it may have done for the Calaveras Business Center; a 1976 announcement for the Calaveras Business Center's construction refers to the developer as "Orosel-Russo," a name that did not appear in other newspaper records from the same period.[11]

[3] Burrill, *Images of America: Milpitas*, 51, 109; The Ervin Consulting Group, *Milpitas Redevelopment Amendments,* 6.3-4.
[4] The Ervin Consulting Group, *Milpitas Redevelopment Amendments,* 6.3-4.
[5] Nationwide Environmental Title Research, LLC, Historic Aerials, photographs of 600 Valley Way, Milpitas, CA, 1948, 1956, 1960, https://www.historicaerials.com/viewer.
[6] The Ervin Consulting Group, *Milpitas Redevelopment Amendments,* 6.3-4; "QuickFacts: Milpitas city, California," *United States Census Bureau*, accessed May 10, 2023, at https://www.census.gov/quickfacts/fact/table/milpitascitycalifornia/PST045222.
[7] Nationwide Environmental Title Research, LLC, Historic Aerials, photographs of 600 Valley Way, Milpitas, CA, 1948, 1956, 1960, https://www.historicaerials.com/viewer; Nationwide Environmental Title Research, LLC, United State Geological Survey 7.5-minute maps, "San Jose, CA" quadrangle, 1897, 1909, 1926, https://www.historicaerials.com/viewer.
[8] "What's New All Around the Bay Area," *San Francisco Examiner*, November 7, 1976.
[9] "The Building Scene: Mountain View," *San Francisco Examiner*, January 28, 1973; "Real estate notebook," *San Francisco Examiner*, August 2, 1981; Lon M. Carlston, "Quake-prone Hollister commits itself to growth," *Oakland Tribune*, August 24, 1980.
[10] "Certificate of Business," *Van Nuys News and Valley Green Sheet*, October 5, 1961; "Plan Opening Today at Apartments," *Van Nuys News and Valley Green Sheet*, January 24, 1965; "Professional Man," *San Francisco Examiner*, February 10, 1970; "Shapell Appointees," *Oakland Tribune*, November 21, 1971; Linnea Waltz, "Multi-use developments share costs," *San Luis Obispo County Telegram-Tribune*, July 7, 1983.
[11] "What's New Around the Bay: Santa Clara," *San Francisco Examiner*, April 14, 1974; "What's New All Around the Bay Area," *San Francisco Examiner*, November 7, 1976.

The land that Orosel-Russo had acquired for the Calaveras Business Center was adjacent to the recently completed Nimitz Freeway cloverleaf at SR 237.[12] The developer's original vision for the office complex was that it would be constructed in two phases: the first phase would create more than 44,000 square feet of office space, and the second phase would create 55,000 square feet.[13] Ultimately, the complex comprised five buildings totaling 108,000 square feet.[14] The first two buildings were completed in 1977; currently known as Building 1 and Building 2, both are located on the legal parcel that formed the eastern portion of the business park (APN: 022-28-022). The next two buildings, currently known as Building 3 and Building 4, were constructed on the legal parcel at the west side of the park in 1978 (APN: 022-28-024). A fifth building, currently known as Building 5, was constructed on a third legal parcel at the north end of the complex in 1985 (APN: 022-28-025).[15]

All five buildings in the complex were designed using a simple and functional architectural style that referenced Spanish Colonial influences. This type of architectural treatment was common throughout the South Bay region in the later decades of the twentieth century—specifically in office parks and other commercial developments.

Each of the buildings was designed to house several commercial office tenants. Many of the earliest tenants have not been identified; however, newspaper research indicates that occupants of the Calaveras Business Center included several scientific instrument companies as well as financial and administrative services. Known tenants during the 1970s and 1980s include Delta Associates (507 Valley Way, Building 2), Philips Test & Measuring Instruments, Inc. (489 Valley Way, Building 1), and FlexStar Corporation (606 Valley Way, Building 5), all of which produced scientific instruments; a Bay Area loan company called North American Funding Service (572 Valley Way, Building 4); and the Del Taco administrative offices for northern California (580 Valley Way, Building 4, and later 489 Valley Way, Building 1).[16] The complex is currently owned by Sobrato Philanthropies, the philanthropic arm of the Sobrato Organization, and is known as the Sobrato Milpitas Center.[17]

California Register of Historical Resources Evaluation

The following is an evaluation of the Calaveras Business Center under the four evaluative criteria of the California Register of Historical Resources.

California Register of Historical Resources, Criterion 1
The Calaveras Business Center was constructed as part of a much broader trend of commercial development in the San Francisco Bay Area (and in Milpitas, in particular) that began in the early post-World War II period. However, research did not conclude that the property played a significant role in this trend. The office park was constructed more than two decades after the beginning of the South Bay's major postwar development boom, and it does not represent an innovative or rare property type; many other extant properties in the Milpitas area speak to the same context of 1970s and 1980s commercial development. Furthermore, no known tenant of the property appears to have made significant contributions to their respective industries, nor to the local or state economies considered more broadly. The office complex has no apparent associations with significant

[12] Nationwide Environmental Title Research, LLC, United State Geological Survey 7.5-minute maps, "San Jose, CA" quadrangle, 1969, 1975, https://www.historicaerials.com/viewer.
[13] "What's New All Around the Bay Area," *San Francisco Examiner*, November 7, 1976.
[14] "Milpitas Center," *SOBRATO Philanthropies*, accessed May 10, 2023, at https://www.sobrato.com/sobrato-philanthropies/what-we-fund/silicon-valley/sobrato-centers-for-nonprofits-scnp/milpitas-center/.
[15] Office of the Assessor, Santa Clara County, "Property Information - Assessor's Parcel Number (APN): 022-28-022," *County of Santa Clara*, accessed May 9, 2023, at https://www.sccassessor.org/index.php/apn-redirect?ApnValue=02228022; Office of the Assessor, Santa Clara County, "Property Information - Assessor's Parcel Number (APN): 022-28-024," *County of Santa Clara*, accessed May 9, 2023, at https://www.sccassessor.org/index.php/apn-redirect?ApnValue=02228024; Office of the Assessor, Santa Clara County, "Property Information - Assessor's Parcel Number (APN): 022-28-025," *County of Santa Clara*, accessed May 9, 2023, at https://www.sccassessor.org/index.php/apn-redirect?ApnValue=02228025.
[16] "Research & Development: R & D positions are rare and ultimately more challenging," *San Francisco Examiner*, October 7, 1979; "Step Right In: An Opportunity to Step into Management at Del Taco," *Santa Cruz Sentinel*, April 22, 1979; "Restaurant: The Team That Swept the Southland is Growing North!" *The Chico Enterprise Record*, March 4, 1980; "Loan Officers," *Sacramento Bee*, March 9, 1980; "Manufacturer's Representative," *Sacramento Bee*, January 13, 1981; "Sales Rep," *Los Angeles Times*, November 1, 1987.
[17] "Milpitas Center," *SOBRATO Philanthropies*, accessed May 10, 2023, at https://www.sobrato.com/sobrato-philanthropies/what-we-fund/silicon-valley/sobrato-centers-for-nonprofits-scnp/milpitas-center/.

historical events or and no significant associations with broad patterns of local, state, or national history, and so it does not meet the threshold for significance under this criterion.

California Register of Historical Resources, Criterion 2
Research did not identify persons associated with the subject property who would be considered historically significant at the local, state, or national levels. Newspaper records indicate that the owner of the property's development company, Richard J. Orosel, was not particularly prolific, innovative, or eminent among other Bay Area developers working in the 1970s and 1980s. Similarly, none of the property's known tenants could be shown conclusively to have made a significant impact in local, state, or national history during their period of occupancy or afterward. As such, the property does not meet the threshold for significance under this criterion.

California Register of Historical Resources, Criterion 3
Although the Calaveras Business Center appears to remain relatively intact to its period of construction, it does not embody high architectural or artistic value that would render it architecturally significant. Research did not reveal the office park's original designer(s) or builder(s) and did not suggest that it is the work of a master architect, builder, or landscaper. Rather, the general forms, materials, and stylistic elements utilized throughout the complex represent a generally attractive but unremarkable design strategy to house commercial and office tenants within a low-scale, suburban office park environment. Numerous other examples of similar complexes exist in the South Bay area, and the Calaveras Business Center does not have any architectural characteristics that distinguish it from comparable properties. As such, the property does not meet the threshold for significance under this criterion.

California Register of Historical Resources, Criterion 4
Criterion 4 pertains to the potential for a resource to provide information on pre- and/or post-contact history and is generally applied to archaeological resources. In consideration of this criterion, no component of the Calaveras Business Center, nor the complex as a whole, appears to fill a known data gap or research questions related to the history of commercial development in the South Bay region during the 1970s and 1980s that is not otherwise detailed extensively available primary and secondary historical sources. Therefore, the property does not appear to meet the threshold for significance under this criterion.

Conclusion
As described above, the subject property does not rise to the level of significance necessary for inclusion in the California Register. Consequently, the subject property is not considered a historical resource for the purposes of the California Environmental Quality Act (CEQA).

***D7. References** (continued):

"A brief history of Milpitas, California." *Milpitas Community Museum*. Accessed May 10, 2023. http://www.milpitashistory.org/home/.

"The Building Scene: Mountain View." *San Francisco Examiner*. January 28, 1973.

Burrill, Robert. *Images of America: Milpitas*. Charleston, SC: Arcadia Publishing, 2004.

Carlston, Lon M. "Quake-prone Hollister commits itself to growth." *Oakland Tribune*. August 24, 1980.

"Certificate of Business." *Van Nuys News and Valley Green Sheet*. October 5, 1961.

The Ervin Consulting Group. *Milpitas Redevelopment Amendments: Thirteenth Amendment to the Redevelopment Plan for the Milpitas Project Area No. 1, Sixth Amendment to the Great Mall Redevelopment Plan: Draft Environmental Impact Report*. State Clearinghouse No. 2009092025. Prepared for the Milpitas Redevelopment Agency, December 2009.

"Loan Officers." *Sacramento Bee*. March 9, 1980.

"Manufacturer's Representative." *Sacramento Bee*. January 13, 1981.

"Milpitas Center." *SOBRATO Philanthropies*. Accessed May 10, 2023. https://www.sobrato.com/sobrato-philanthropies/what-we-fund/silicon-valley/sobrato-centers-for-nonprofits-scnp/milpitas-center/.

Nationwide Environmental Title Research, LLC. Historic Aerials. Photographs of 600 Valley Way, Milpitas, CA. 1948, 1956, 1960. https://www.historicaerials.com/viewer.

------. United State Geological Survey 7.5-minute maps, "San Jose, CA" quadrangle. 1897, 1909, 1926, 1969, 1975. https://www.historicaerials.com/viewer.

Office of the Assessor, Santa Clara County. "Property Information - Assessor's Parcel Number (APN): 022-28-022." *County of Santa Clara*. Accessed May 9, 2023. https://www.sccassessor.org/index.php/apn-redirect?ApnValue=02228022.

------. "Property Information - Assessor's Parcel Number (APN): 022-28-024." *County of Santa Clara*. Accessed May 9, 2023. https://www.sccassessor.org/index.php/apn-redirect?ApnValue=02228024.

------. "Property Information - Assessor's Parcel Number (APN): 022-28-025." *County of Santa Clara*. Accessed May 9, 2023. https://www.sccassessor.org/index.php/apn-redirect?ApnValue=02228025.

"Plan Opening Today at Apartments." *Van Nuys News and Valley Green Sheet*. January 24, 1965.

"Professional Man." *San Francisco Examiner*. February 10, 1970.

"Real estate notebook." *San Francisco Examiner*. August 2, 1981.

"Research & Development: R & D positions are rare and ultimately more challenging." *San Francisco Examiner*. October 7, 1979.

"Restaurant: The Team That Swept the Southland is Growing North!" *The Chico Enterprise Record*. March 4, 1980.

"Sales Rep." *Los Angeles Times*. November 1, 1987.

"Shapell Appointees." *Oakland Tribune*. November 21, 1971.

"Step Right In: An Opportunity to Step into Management at Del Taco." *Santa Cruz Sentinel*. April 22, 1979.

United States Census Bureau. "QuickFacts: Milpitas city, California." *United States Census Bureau*. Accessed May 10, 2023. https://www.census.gov/quickfacts/fact/table/milpitascitycalifornia/PST045222.

Waltz, Linnea. "Multi-use developments share costs." *San Luis Obispo County Telegram-Tribune*. July 7, 1983.

"What's New All Around the Bay Area." *San Francisco Examiner*. November 7, 1976.

"What's New Around the Bay: Santa Clara." *San Francisco Examiner*. April 14, 1974.

Overview of Calaveras Business Center from Valley Way cul-de-sac, view facing northwest (ARG, April 2023).

View of Building 2 and adjacent walkways and planting beds, view facing north-northwest (ARG, April 2023).

View of Building 3 and adjacent landscaping, including concrete patio area, view facing south-southeast (ARG, April 2023).

View of Building 5 and adjacent landscaping, parking, signage, and utilities, view facing northwest (ARG, April 2023).

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____
Other Listings _____
Review Code _____ Reviewer _____ Date _____

***Resource Name or #**: 461-495 Valley Way

P1. Other Identifier: Building 1

***P2.Location:** ☐ Not for Publication ☒ Unrestricted

- ***a. County**: Santa Clara
- ***b. USGS 7.5' Quad** Milpitas **Date:** 2021 **Township:** 6S; **Range:** 1W
- c. Address: 461-495 Valley Way City: Milpitas Zip: 95035
- d. UTM: Zone 10S, 597753 mE/ 4141203 mN
- e. Other Locational Data: APN 022-28-022

***P3a. Description:**

The subject property located at 461-495 Valley Way (Building 1) is one of five buildings within the Sobrato Milpitas Center and is located in the southeastern portion of the complex. The building is oriented east-northeast on an irregularly shaped parcel (APN: 022-28-022), which it shares with another building (Building 2) to the north. The parcel containing both buildings is accessed by Valley Way, which includes a cul-de-sac that gives way to additional vehicular drives and surface parking lots along each side of the parcel. (See continuation sheet.)

***P3b. Resource Attributes:** HP6. 1-3 story commercial building

***P4.Resources Present:** ☒Building ☐Structure ☐Object ☐Site ☐District ☐Element of District ☐Other

P5a. Photograph or Drawing

P5b. Description of Photo:
View of Building 1 south façade, view facing north, April 28, 2023 (Architectural Resources Group)

***P6. Date Constructed/Age and Source:**
☒ Historic ☐ Prehistoric ☐ Both
1977 (County Assessor)

***P7. Owner and Address:**
The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA 94041

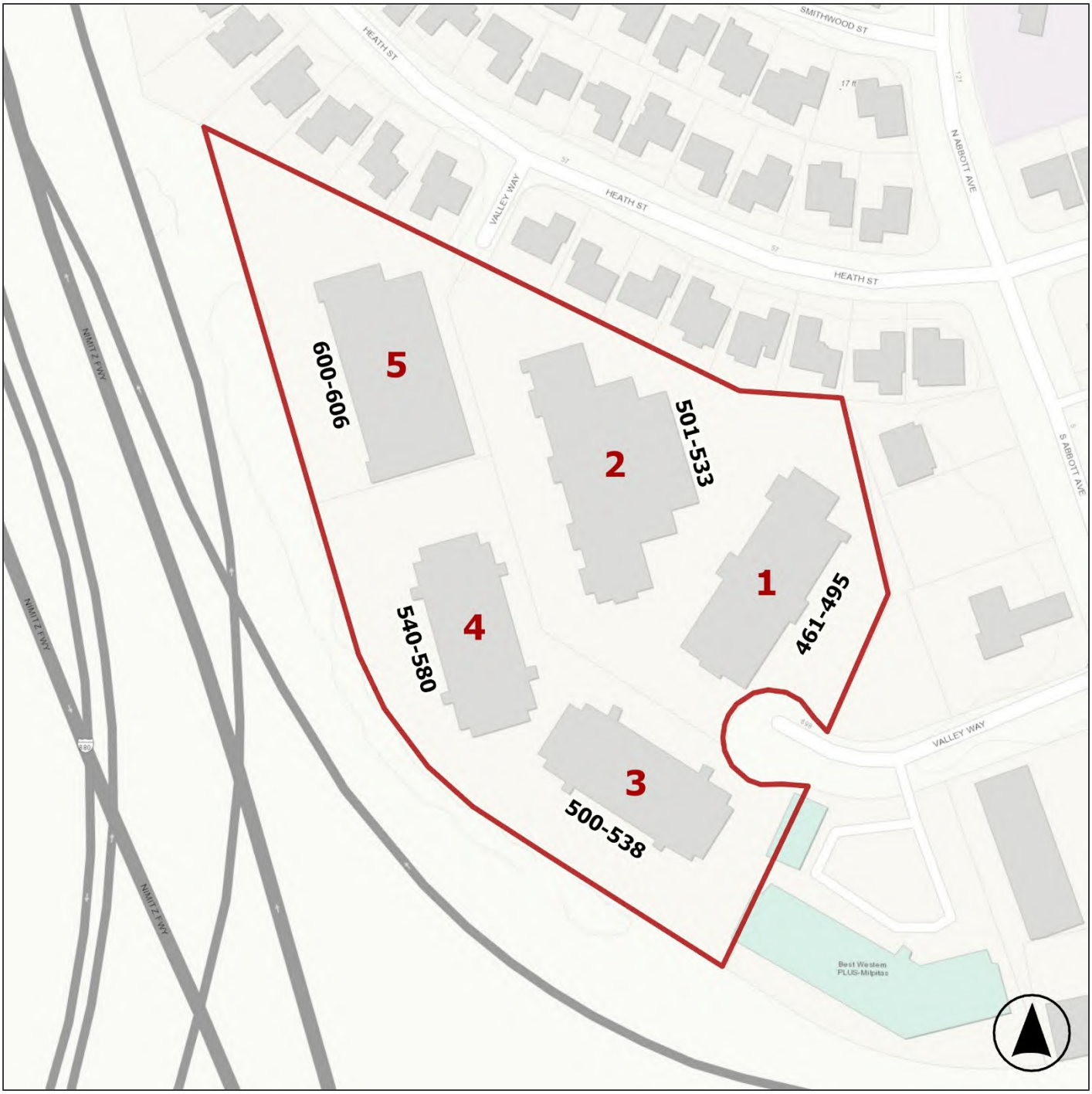
***P8. Recorded by:**
Architectural Resources Group
Pier 9, The Embarcadero, Suite 107
San Francisco, CA, 94111

***P9. Date Recorded:** April 28, 2023

***P10. Survey Type:** Intensive-level Survey

***P11. Report Citation**: None

***Attachments:** ☐ NONE ☐ Location Map ☒ Continuation Sheet ☐ Building, Structure, and Object Record
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record
☐ Artifact Record ☐ Photograph Record ☒ Other (List): Sketch Map



Sketch map of the Sobrato Milpitas Center with the red outline denoting the property's boundary (ESRI World Topographic Map, 2021).

Continuation of P3a. Description:

Building 1 is set back from Valley Way and flanked on all sides by intermittently spaced concrete walkways and planter beds, interrupted by driveways up to service bay doors. The planters have concrete curb surrounds, and are filled with a combination of low manicured shrubs, lawn, flowers, or mature trees.

Building 1 is a one-story commercial structure, with elements of the Spanish Revival style. Constructed in 1977, the building has low, horizontal massing and is generally rectangular in plan, with a projection along a portion on the east (rear) façade. The building has a slab foundation and has a flat roof covered by built-up roofing with a low parapet wall. The building's exterior walls are clad with textured stucco and include a board formed concrete belt course running along the upper portion of all the façades. Each façade features recessed loading docks with roll-up metal doors, behind segmental arched openings. The commercial tenant spaces are accessed on the south, west, and north façades, with each entrance demarcated by an enclosed projection that meets the primary building volume below the belt course and parapet wall. The projections typically include two separate aluminum-frame storefront assemblies, each with a fully glazed door and two full-height fixed windows. With the exception of a single entrance on the south façade, all entrance projections include a central wall clad in vertical T1-11 siding and wood signage boxes near each set of doors. The enclosed entrance projections have shed roofs with overhanging eaves and are covered in clay barrel tiles. Remaining fenestration includes narrow, two-light divided fixed windows with aluminum surrounds that rise from the ground and are topped by slightly recessed plastered arches.

North façade, view facing south (ARG, April 2023).

East façade, view facing west (ARG, April 2023).

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____
Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 **of** 4 ***Resource Name or #**: 501-533 Valley Way

P1. Other Identifier: Building 2

***P2.Location:** ☐ Not for Publication ☒ Unrestricted

- ***a. County**: Santa Clara
- ***b. USGS 7.5' Quad** Milpitas **Date:** 2021 **Township:** 6S; **Range:** 1W
- c. Address: 501-533 Valley Way City: Milpitas Zip: 95035
- d. UTM: Zone 10S, 597763 mE/ 4144266 mN
- e. Other Locational Data: APN 022-28-022

***P3a. Description:**

Building 2 is located at 501-533 Valley Way and situated on the easternmost parcel (APN: 022-28-022) within the Sobrato Milpitas Center. The one-story, irregularly shaped building shares the parcel with an additional building (Building 1) located to the south. The subject property is oriented north-northwest and is set back from the road. Valley Way runs along the structure's western façade. It is accessed by Valley Way and flanked on all sides by surface parking lots. (See continuation sheet.)

***P3b. Resource Attributes:** HP6. 1-3 story commercial building

***P4.Resources Present:** ☒Building ☐Structure ☐Object ☐Site ☐District ☐Element of District ☐Other

P5a. Photograph or Drawing

P5b. Description of Photo:
View of Building 2 west façade, view facing east, April 28, 2023 (Architectural Resources Group)

***P6. Date Constructed/Age and Source:**
☒ Historic ☐ Prehistoric ☐ Both
1977 (County Assessor)

***P7. Owner and Address:**
The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA 94041

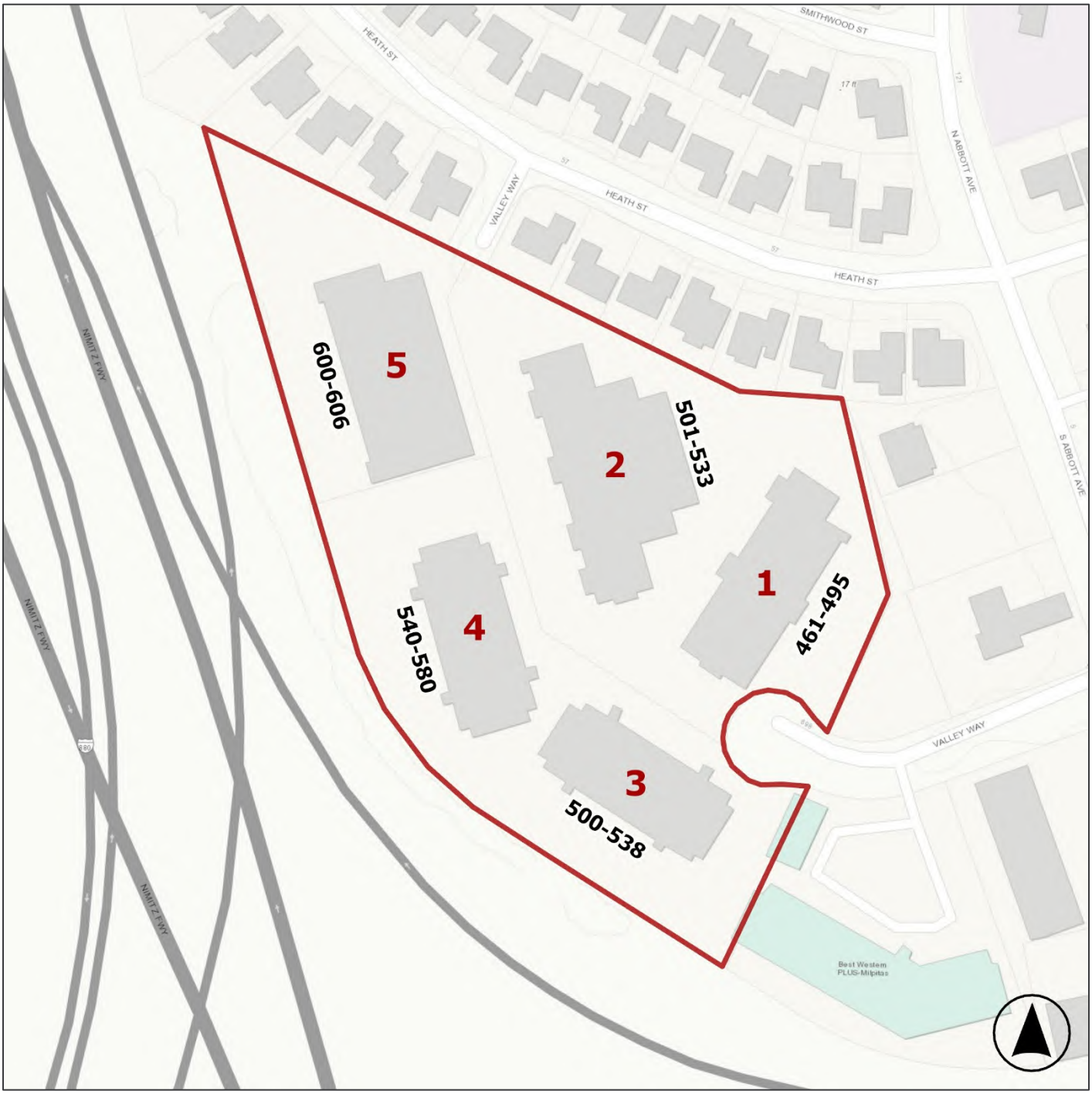
***P8. Recorded by:**
Architectural Resources Group
Pier 9, The Embarcadero, Suite 107
San Francisco, CA, 94111

***P9. Date Recorded:** April 28, 2023

***P10. Survey Type:** Intensive-level Survey

***P11. Report Citation**: None

***Attachments:** ☐ NONE ☐ Location Map ☒ Continuation Sheet ☐ Building, Structure, and Object Record
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record
☐ Artifact Record ☐ Photograph Record ☒Other (List): Sketch Map



Sketch map of the Sobrato Milpitas Center with the red outline denoting the property's boundary (ESRI World Topographic Map, 2021).

Continuation of P3a. Description:

A concrete footpath with planter beds runs along the west façade, while irregularly shaped planter beds with concrete curb surrounds project between driveways and parking spaces along the remaining three facades. The planters have low manicured shrubs and mature trees.

The building was constructed in 1977 and is irregular in plan, with stepped projections along the northern and southern facades. It was designed in a similar style as Building 1 to the south, and is a commercial building with Spanish Revival details. The roof is flat with a low parapet wall and covered with built-up roofing. The walls are clad in textured stucco plaster and are interrupted by a horizontal, board formed concrete belt course running the length of each façade. The building's longest and westernmost rectangular massing includes evenly spaced, projecting entrances along its west (primary) façade. The primary entrances consist of enclosed projections with low-pitch shed roofs covered in clay barrel tiles. The roofs include overhanging eaves that are terminated on each end by a concrete wall projecting perpendicularly from the building's main façade wall. Primary entrances consist of glass storefront entrance doors with aluminum surrounds with two sidelights on one side. A wall surface clad in central wall clad in vertical T1-11 siding is at the center or to the side of entrance projections, with each wall surface featuring signage boxes. The south façade has a projection that is similar in design to those found on other façades, only it contains a band of six fixed full-height windows and lacks doors or vertical board siding.

Secondary entrances are located on the east (rear) façade and consist of commercial storefront doors with sidelights that are flush with the façade wall. Industrial rolling service doors are located on the south, east, and north façades—all beneath slightly recessed segmental arched bays. The winged, east façade projections to the north and south consist only of these service bay doors. One storefront entrance at the rear façade appears to be located in a previously infilled service bay. Additional fenestration includes metal security doors and narrow fixed, divided light windows with recessed plastered arch openings at the head.

South façade with band of six fixed full-height windows, view facing north (ARG, April 2023).

Industrial rolling service doors along winged east façade, view facing west (ARG, April 2023).

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____
Other Listings _____
Review Code _____ Reviewer _____ Date _____

***Resource Name or #**: 500-538 Valley Way

P1. Other Identifier: Building No. 3

***P2.Location:** ☐ Not for Publication ☒ Unrestricted

- ***a. County**: Santa Clara
- ***b. USGS 7.5' Quad** Milpitas **Date:** 2021 **Township:** 6S; **Range:** 1W
- c. Address: 500-538 Valley Way City: Milpitas Zip: 95035
- d. UTM: Zone 10S, 597251 mE/ 4143583 mN
- e. Other Locational Data: APN 022-28-024

***P3a. Description:**

The subject property (Building 3) is located at 500-538 Valley Way and situated at the southernmost portion of the Sobrato Milpitas Center complex, which consists of five total buildings. Building 3 is oriented west-northwest and shares an irregularly shaped parcel (APN: 022-28-024) with an identical building (Building 4) to the north. The parcel is accessed by Valley Way, which is punctuated by a cul-de-sac that gives way to additional vehicular roads and surface parking lots along each side of the parcel. (See continuation sheet.)

***P3b. Resource Attributes:** HP6. 1-3 story commercial building

***P4.Resources Present:** ☒Building ☐Structure ☐Object ☐Site ☐District ☐Element of District ☐Other

P5a. Photograph or Drawing

P5b. Description of Photo:
View of Building 3 east façade, view facing west, April 28, 2023 (Architectural Resources Group)

***P6. Date Constructed/Age and Source:**
☒ Historic ☐ Prehistoric ☐ Both
1978 (County Assessor)

***P7. Owner and Address:**
The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA 94041

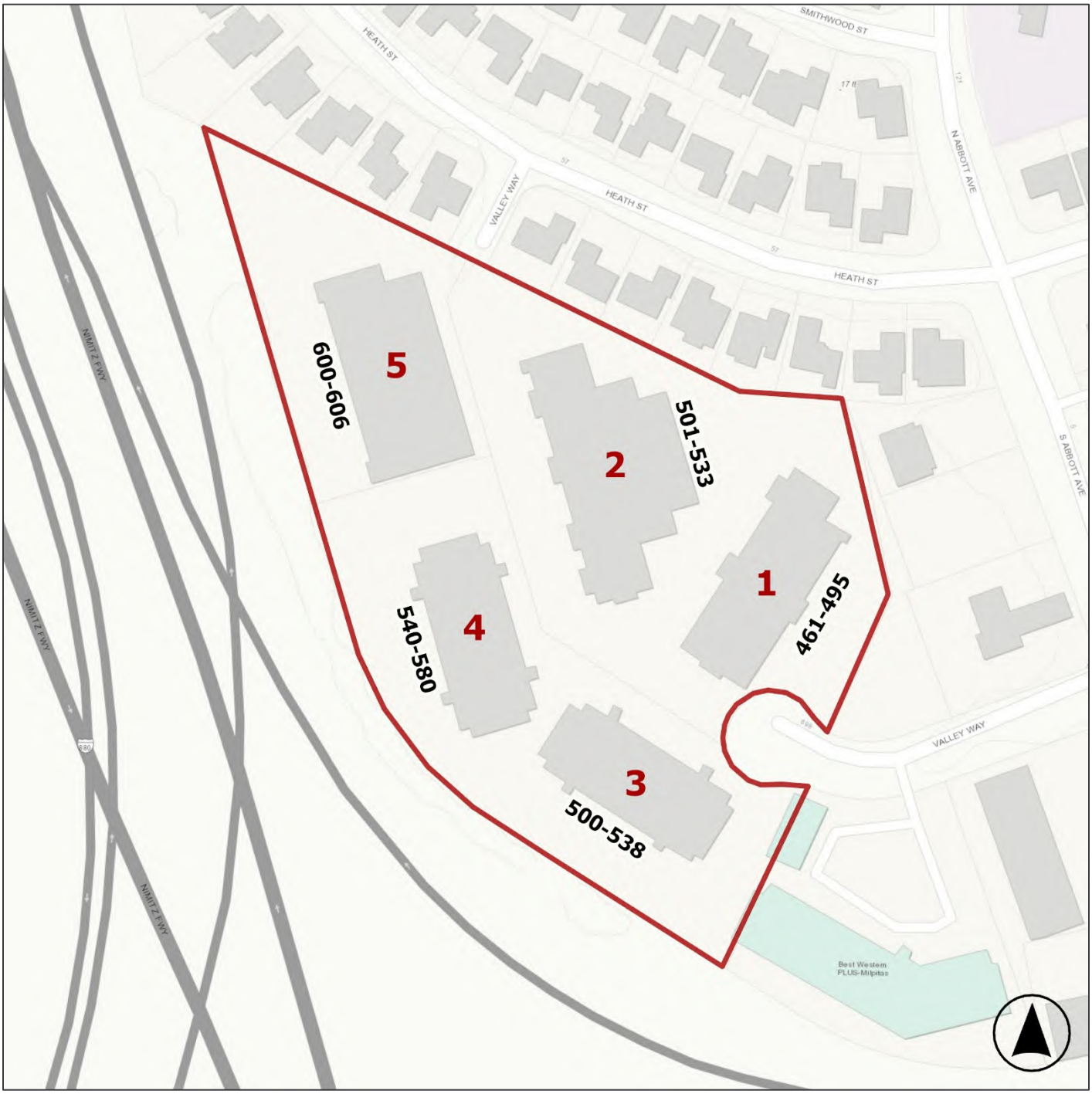
***P8. Recorded by:**
Architectural Resources Group
Pier 9, The Embarcadero, Suite 107
San Francisco, CA, 94111

***P9. Date Recorded:** April 28, 2023

***P10. Survey Type:** Intensive-level Survey

***P11. Report Citation**: None

***Attachments:** ☐ NONE ☐ Location Map ☒ Continuation Sheet ☐ Building, Structure, and Object Record
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record
☐ Artifact Record ☐ Photograph Record ☒ Other (List): Sketch Map



Sketch map of the Sobrato Milpitas Center with the red outline denoting the property's boundary (ESRI World Topographic Map, 2021).

Continuation of P3a. Description:

Building 3 is set back from Valley Way and features wide planter beds with concrete curb surrounds, concrete walkways, and parking spaces along the west, east, and south facades. The planter beds include low bushes, mature trees, and ivy ground cover. There is a landscaped area located to the north of the subject property with grass and mature trees, as well as a concrete pad with tables and benches.

Building 3 was constructed in 1978 and consists of a two-story, commercial building with elements of the Spanish Revival style. It has simple, horizontal massing and rectangular in plan, with two exterior stairwell projections on the west and east façades that help create the building's symmetrical design. The exterior walls are covered in textured stucco plaster. The building has a flat primary roof plane with built-up roofing, surrounded by a low parapet wall. The building is encircled by two-story, unenclosed walkways with low-pitched, shed roofs clad in clay barrel tiles. The shed roofs meet the building's main mass at the base of the parapet wall around the primary roof plane. The shed roofs and walkways feature board formed concrete spandrel panels that extend down to form segmental arch openings beneath the eaves before carrying further down to form square concrete columns. A broad stucco-clad section of wall spans each façade between the first and second stories. The second-story walkway features a wood baluster with a wide metal top rail and corner posts.

Exterior stairwell projections on the west and east façades consist of open-riser stairs with a half-turn, landing slab, and wood baluster. The projections have concrete walls that frame the stairwells and extend the shed roof above the walkways. A wood baluster with a wide metal top rail runs between the two concrete walls at the landing slab. Primary entrances are located on both levels on the west and east façades. The building fenestration on these longer facades consists of evenly placed blocks of fixed divided light windows with aluminum surrounds, or matching single storefront entrance doors in place of one of the end windows. Signage boxes are placed on walls adjacent to entrance doors. The north and south facades feature either single fixed windows or the characteristic band of four fixed windows.

South façade, view facing north (ARG, April 2023).

North façade and picnic area, view facing south (ARG, April 2023).

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____
Other Listings _____
Review Code _____ Reviewer _____ Date _____

***Resource Name or #**: 540-580 Valley Way

P1. Other Identifier: Building No. 4

***P2.Location:** ☐ Not for Publication ☒ Unrestricted

- ***a. County**: Santa Clara
- ***b. USGS 7.5' Quad** Milpitas **Date:** 2021 **Township:** 6S; **Range:** 1W
- c. Address: 540-580 Valley Way City: Milpitas Zip: 95035
- d. UTM: Zone 10S, 597762 mE/ 4143041 mN
- e. Other Locational Data: APN 022-28-024

***P3a. Description:**

Building 4 is located at 540-580 Valley Way in the Sobrato Milpitas Center, a five-building business complex. The subject property is oriented north-northwest and shares a parcel (APN: 022-28-024) with an additional, identical building (Building 3) located to the south. It is set back from Valley Way and situated in the western portion of the complex property. Surrounding the building are wide planter beds with concrete curb surrounds; concrete walkways along the building perimeter and to the road; as well as parking spaces along the west, east, and north facades. (See continuation sheet.)

***P3b. Resource Attributes:** HP6. 1-3 story commercial building

***P4.Resources Present:** ☒Building ☐Structure ☐Object ☐Site ☐District ☐Element of District ☐Other

P5a. Photograph or Drawing

P5b. Description of Photo:
View of Building 4 east façade, view facing west, April 28, 2023 (Architectural Resources Group)

***P6. Date Constructed/Age and Source:**
☒ Historic ☐ Prehistoric ☐ Both
1978 (County Assessor)

***P7. Owner and Address:**
The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA 94041

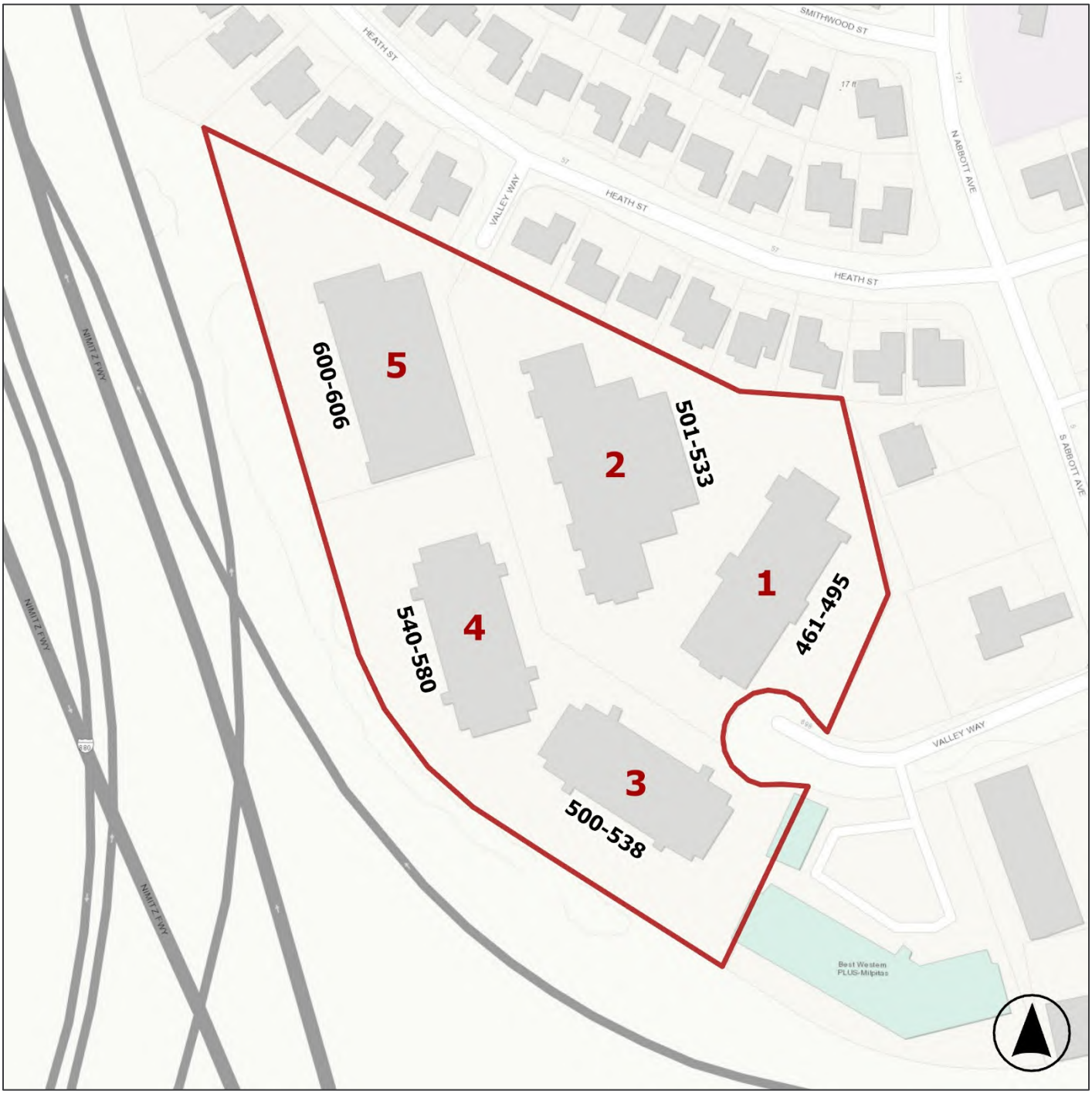
***P8. Recorded by:**
Architectural Resources Group
Pier 9, The Embarcadero, Suite 107
San Francisco, CA, 94111

***P9. Date Recorded:** April 28, 2023

***P10. Survey Type:** Intensive-level Survey

***P11. Report Citation**: None

***Attachments:** ☐ NONE ☐ Location Map ☒ Continuation Sheet ☐ Building, Structure, and Object Record
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record
☐ Artifact Record ☐ Photograph Record ☒ Other (List): Sketch Map



Sketch map of the Sobrato Milpitas Center with the red outline denoting the property's boundary (ESRI World Topographic Map, 2021).

Continuation of P3a. Description:

The planter beds include low bushes, mature trees, and ivy ground cover. There is a landscaped area located to the south of the subject property with grass and mature trees, as well as a concrete pad with tables and benches.

Constructed in 1978, Building 4 consists of a two-story, commercial building with Spanish Revival details. It has simple, horizontal massing and rectangular in plan. The primary west and east façades are designed symmetrically. The building has a flat roof with built-up roofing, as well as a low parapet wall. The exterior walls are covered in textured stucco plaster. Low-pitched, shed roofs clad in clay barrel tiles meet the building's main mass at the base of the parapet wall to create broad, overhanging eaves that run the length of each façade's second story. The shed roofs and walkways feature board formed concrete spandrel panels that extend down to form segmental arch openings beneath the eaves before carrying further down to form square concrete columns. A broad stucco-clad section of wall spans each façade between the first and second stories. The balcony features a wood baluster with a wide metal top rail and corner posts that extend further above.

There are two exterior stairwells towards each end of the west and east façades. They consist of open-riser stairs with a half-turn, landing slab, and wood baluster. Broad concrete walls extend on two sides of the stairs from the midway point of the shed tile roof down to the ground level, while the shed roof extends further out to cover the stairwell on the second story. A wood baluster with a wide metal top rail runs between the two concrete walls at the landing slab. Primary entrances are located on the west and east façades, on both levels, and accessed by a covered walkway. The building fenestration on both facades consists of evenly placed blocks of fixed divided light windows with aluminum surrounds, or matching single storefront entrance doors in place of one of the end windows. Signage boxes are located on walls adjacent to entrance doors. The north and south facades feature either single fixed windows or the characteristic band of four fixed windows.

East façade, view facing west (ARG, April 2023).

South façade, view facing north (ARG, April 2023).

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____
Other Listings _____
Review Code _____ Reviewer _____ Date _____

 ***Resource Name or #**: 600-606 Valley Way

P1. Other Identifier: Building No. 5

***P2.Location:** ☐ Not for Publication ☒ Unrestricted

- ***a. County**: Santa Clara
- ***b. USGS 7.5' Quad** Milpitas **Date:** 2021 **Township:** 6S; **Range:** 1W
- c. Address: 600-606 Valley Way City: Milpitas Zip: 95035
- d. UTM: Zone 10S, 594026 mE/ 4143327 mN
- e. Other Locational Data: APN 022-28-025

***P3a. Description:**

The subject property (Building 5) is situated in the northwest portion of the Sobrato Milpitas Center. It is one of five buildings and located at 600-606 Valley Way on an irregularly shaped parcel (APN: 022-28-025). The building is set back from Valley Way and flanked on all sides by intermittently spaced concrete walkways and planter beds, interrupted by driveways up to service bay doors on the west façade. The planters have concrete curb surrounds and are filled with a combination of low manicured shrubs, lawn, flowers, or mature trees. (See continuation sheet.)

***P3b. Resource Attributes:** HP6. 1-3 story commercial building

***P4.Resources Present:** ☒Building ☐Structure ☐Object ☐Site ☐District ☐Element of District ☐Other

P5a. Photograph or Drawing

P5b. Description of Photo:
View of Building 5 south and east façades, view facing north, April 28, 2023 (Architectural Resources Group)

***P6. Date Constructed/Age and Source:**
☒ Historic ☐ Prehistoric ☐ Both
1985 (County Assessor)

***P7. Owner and Address:**
The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA 94041

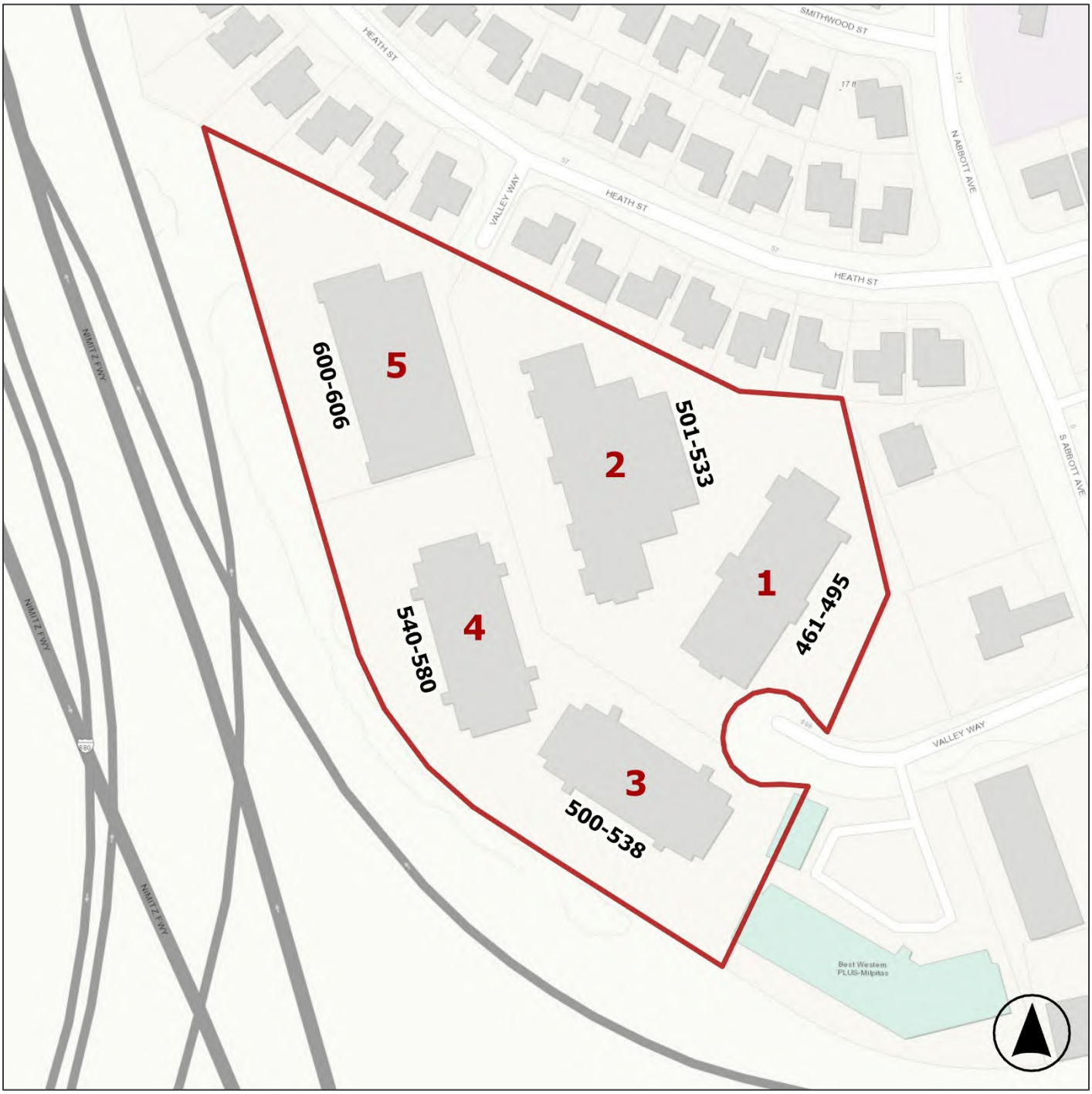
***P8. Recorded by:**
Architectural Resources Group
Pier 9, The Embarcadero, Suite 107
San Francisco, CA, 94111

***P9. Date Recorded:** April 28, 2023

***P10. Survey Type:** Intensive-level Survey

***P11. Report Citation**: None

***Attachments:** ☐ NONE ☐ Location Map ☒ Continuation Sheet ☐ Building, Structure, and Object Record
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record
☐ Artifact Record ☐ Photograph Record ☒ Other (List): Sketch Map



Sketch map of the Sobrato Milpitas Center with the red outline denoting the property's boundary (ESRI World Topographic Map, 2021).

Continuation of P3a. Description:

Building 5 was constructed in 1985 as a one-story commercial structure, with elements of the Spanish Revival style. The building has horizontal massing and is generally rectangular in plan, with a projection along a portion of the north façade. The building was constructed using a slab foundation and has a flat roof clad in built-up roofing with a low parapet wall. The building's exterior walls are clad with textured stucco plaster. The east (primary) façade features a low-pitched, shed roof clad in clay barrel tiles that meets the building's main mass at the base of the parapet wall and runs the width of the façade. The eave of the shed roof overhangs the east façade.

The primary entrance is located in a recessed bay at the center of the east façade and is accessed by a concrete walkway and pad with metal railing around the perimeter. The entrance consists of a commercial storefront double door with a row of four, fixed windows on one side, and a single sidelight on the opposite side. A similar, floor to ceiling band of fixed windows is located adjacent to the entrance. The remaining fenestration on the east façade consists of bands of fixed windows with aluminum surrounds and secondary entrances at the north and south ends, with storefront doors and sidelights.

The north and south façades comprise expansive concrete walls that rise slightly above the shed roofs on the east and west facades. The north façade has a partial width projection that is set further back from Valley Way and features small shed roofs on the east and west facades, clad in the same clay barrel tile. A secondary entrance comprised of single storefront door is located on the east façade. An additional shed roof, of similar width, is located at the west façade. These three, smaller shed roofed sections, as well as the north, south, and west facades, all have fixed windows with wide plaster surrounds situated atop a rectangular base with vertical wood siding. The west façade also features two sets of deeply recessed rolling service doors beneath segmental arched openings with square column supports at the center.

West façade, view facing east (ARG, April 2023).

South façade, view facing north (ARG, April 2023).

Appendix B

Climate Action Plan Consistency Checklist

Climate Action Plan Consistency Review Checklist

Introduction

The City of Milpitas (City) adopted a Climate Action Plan Update (CAP Update) in 2022. The CAP Update outlines strategies and measures that the City will undertake to achieve its proportional share of State greenhouse gas (GHG) emissions reduction targets. The purpose of the CAP Consistency Checklist (Checklist), in conjunction with the CAP Update, is to provide a streamlined review process for all proposed development projects that are subject to discretionary review and/or trigger environmental review pursuant to the California Environmental Quality Act (CEQA).

Analysis of GHG emissions and potential climate change impacts from new development is required under CEQA. The City's CAP Update is a qualified GHG emissions reduction plan in accordance with State CEQA Guidelines Section 15183.5. Pursuant to CEQA Guidelines Sections 15064(h)(3), 15130(d), and 15183(b), a project's incremental contribution to a cumulative GHG emissions effect may be determined not to be cumulatively considerable if it complies with the requirements of the CAP Update.

The purpose of this Checklist is to implement GHG reduction measures from the CAP Update that apply to new discretionary development projects. New development that demonstrates consistency with relevant CAP Update strategies and the City's General Plan 2040 and would not conflict with the City's ability to achieve the identified GHG reduction targets through implementation of applicable measures. Projects that are consistent with the CAP Update, as determined through the use of this Checklist, may rely on the CAP Update and its associated CEQA documentation for the cumulative impact analysis of GHG emissions. Projects that are not consistent with the CAP Update must prepare a comprehensive project-specific analysis of GHG emissions, including quantification of existing and projected GHG emissions and incorporation of the measures in this Checklist to the extent feasible. Projects that are unable to meet the requirements of this Checklist should look to alternative compliance approaches to GHG analyses using the Bay Area Air Quality Management District's CEQA Guidelines. Cumulative GHG impacts would be significant for any project that is not consistent with the CAP Update.

This Checklist may be updated periodically to incorporate new GHG reduction techniques or to comply with later amendments to the CAP Update or local, State, or federal law. Comprehensive updates to this Checklist will be coordinated with each subsequent CAP update. Administrative updates to the Checklist may occur regularly, as necessary for the purpose of keeping the Checklist up-to-date and implementable.

455 E. Calaveras Blvd | Milpitas, CA 95035 | 408-586-3279 | planningdepartment@ci.milpitas.ca.gov

Applicability and Procedures

This Checklist is required only for discretionary projects[1] that are subject to and not exempt from CEQA. Projects that are exempt from CEQA are deemed to be consistent with the City's CAP Update, and no further review is necessary, with the exception of a Class 32 "In-Fill Development Projects" categorical exemption (State CEQA Guidelines Section 15332), for which projects are required to demonstrate consistency with the CAP Update through this Checklist.

General procedures for Checklist compliance and review are described below. Specific guidance is also provided under each of the questions in the Checklist.

- Project applicant completes the Checklist and submits to the City's Planning Department as part of the project's conditions of approval. Refer to the City's Development Review Handbook for details on the development review process.
- The City's Planning Department, Building Safety & Housing Department, and Public Works Department review the Checklist and make determinations regarding environmental review requirements under CEQA.
- The specific applicable requirements outlined in the Checklist shall be required as conditions of project approval.
- The project applicant must provide written documentation and supporting evidence that demonstrate how the proposed project would implement each applicable Checklist requirement described herein to the satisfaction of the Planning Department, Building Safety & Housing Department, and Public Works Department.
- If a measure is deemed not applicable for reasons other than those outlined in each question or if an exemption does not apply, supporting evidence will need to be provided by the project applicant and would be subject to Planning Department approval. A project may be determined to be inconsistent with the CAP Update if lack of compliance is deemed to be not supported by credible evidence.
- Development projects requiring discretionary review that cannot demonstrate consistency with the CAP Update using this Checklist shall prepare a separate, project-level GHG analysis as part of the CEQA document prepared for the project.

[1] In this context, a project is any action that meets the definition of a "Project" in Section 15378 of the State CEQA Guidelines.

Application Information

Contact Information

Project Name: 600 Valley Way

Property Address and APN: 602, 538, 461 Valley Way, Milpitas, CA 95035 APN: 2228025, 2228024, 2228022

Applicant Name and Co.: Tim Steele - The Sobrato Organization

Contact Phone: 408 832-4200 Contact Email: tsteele@sobrato.com

Was a consultant retained to complete this checklist? ☒ Yes ☐ No

If Yes, complete the following:

Consultant Name: Justin Huang Contact Phone: 510.451.2850

Company Name: Studio T-SQ., Inc. Contact Email: jhuang@studiot-sq.com

Project Information

1. What is the size of the project site (gross acres)? 7.22 AC

2. What are the existing General Plan/zoning designation(s) for the project site (as stated in the Milpitas General Plan 2040)? GENERAL PLAN: GNC (GENERAL COMMERCIAL)
ZONING : C2 (GENERAL COMMERCIAL)

THIS PROJECT FALLS UNDER THE MILPITAS GATEWAY-MAIN STREET SPECIFIC PLAN (MGSP), CURRENTLY BEING UPDATED AND EXPECTED TO BE ADOPTED IN FALL 2025. THE PROJECT PROPOSES GW-MU ZONING DESIGNATION WHICH WOULD BE CONSISTENT WITH MGSP.

2. Identify all applicable proposed land uses:

- ☐ Residential (indicate # of single-family dwelling units):
- ☒ Residential (indicate # of multi-family dwelling units): 134 UNITS
- ☐ Commercial (indicate total square footage):
- ☐ Industrial (indicate total square footage):
- ☐ Other (describe):

3. Provide a description of the project proposed. This description should match the basic project description used for the CEQA document. The description may be attached to the Checklist if there are space constraints.

See attachment

General Plan Land Use Consistency

The first step in determining CAP Update consistency for a discretionary development project is to assess the project's consistency with the land use assumptions in the Milpitas General Plan 2040 and zoning designations, which were used to calculate the future GHG emissions forecasts and targets for the CAP Update. If the proposed project is consistent with applicable General Plan and zoning designations, the proposed project may be determined to be within the scope of emissions covered under the CAP Update.

If the project is not consistent with the Milpitas General Plan 2040 and zoning designations, it is possible that the land use changes required for the project could still be consistent with the growth projections used in the CAP Update depending upon the level of proposed changes. The questions below must be completed, as applicable, to determine whether the project is consistent with the City's General Plan 2040 and zoning designations and related GHG emissions forecasts and targets.

General Plan Land Use Consistency			
Checklist Item (Check the appropriate box and provide an explanation and supporting documentation for your answer)		**Yes**	**No**
1.	Are the proposed land uses in the project consistent with the Milpitas General Plan 2040 land use and zoning designations? If **"Yes"** is selected, please skip to the CAP Measures Consistency section of the checklist. If **"No"** is selected, please proceed to question 2.	☐	☒
2.	Is a General Plan amendment and/or rezoning required for the project? If **"No"** is selected, please skip to the CAP Measures Consistency section of the checklist. If **"Yes"** is selected, please proceed to question 3.	N/A THIS PROJECT FALLS UNDER THE MILPITAS GATEWAY-MAIN STREET SPECIFIC PLAN (MGSP), EXPECTED TO BE ADOPTED IN FALL 2025. THE PROJECT'S PROPOSED GW-MU ZONING DESIGNATION IS CONSISTENT WITH THE PROPOSED LAND USE AND ZONING IN THE MGSP. HENCE, APPLICANT IS ASSUMING THAT THIS ITEM IS NOT APPLICABLE AS THE PROJECT PLANS TO MOVE FORWARD WITH ENTITLEMENT APPROVALS AFTER THE MGSP IS ADOPTED.	
3.	If the proposed project is not consistent with the General Plan land use or zoning designations, does the project include a land use plan and/or zoning designation amendment that would result in an equivalent or less GHG-intensive project when compared to the existing designations? If **"Yes"** is selected, please attach to this checklist the estimate project emissions under both existing and proposed designation(s) for comparison. Compare the maximum buildout of the existing designation and the	N/A THIS PROJECT FALLS UNDER THE MILPITAS GATEWAY-MAIN STREET SPECIFIC PLAN (MGSP), EXPECTED TO BE ADOPTED IN FALL 2025. THE PROJECT'S PROPOSED GW-MU ZONING DESIGNATION IS CONSISTENT WITH THE PROPOSED LAND USE AND ZONING IN THE MGSP. HENCE, APPLICANT IS ASSUMING THAT THIS ITEM IS NOT APPLICABLE AS THE PROJECT PLANS TO MOVE FORWARD WITH ENTITLEMENT APPROVALS AFTER THE MGSP IS ADOPTED.	

General Plan Land Use Consistency		
Checklist Item (Check the appropriate box and provide an explanation and supporting documentation for your answer)	**Yes**	**No**
maximum buildout of the proposed designation. If the proposed project is determined to result in an equivalent or less GHG-intensive project when compared to the existing designations, proceed to the CAP Measures Consistency section of the checklist. If **"No"** is selected, the applicant must conduct a full GHG impact analysis for the project as part of the CEQA process. The project shall incorporate each of the applicable measures identified in the CAP Measures Consistency section of the checklist to mitigate cumulative GHG emissions impacts.		

CAP Measures Consistency

The goal of the CAP consistency review process is to evaluate a project's consistency with the applicable strategies and measures of the CAP Update and General Plan 2040. Each Checklist item is associated with a specific GHG reduction measure in the City's CAP Update. "N/A" should only be checked based on the direction provided in each Checklist Item question. All projects for which the measure is applicable must demonstrate that they would implement measures consistent with the Checklist item, or fully substantiate how the item would be infeasible for project implementation. "N/A" responses are subject to Planning Department review and approval. If "No" is provided as a response to a question, the project would be determined to be inconsistent with the CAP Update and General Plan 2040 and result in a significant GHG impact.

CAP Measures Consistency		
Checklist Item (Check the appropriate box and provide an explanation and supporting documentation for your answer)	**Yes**	**No**
1. **All-Electric New Buildings (CAP Measure BE-2.1)** a) Will the project use electricity as the source of energy for: ▪ space heating, ▪ water heating, ▪ fireplaces, ▪ electric vehicle charging ▪ cooking appliances, and ▪ clothes drying appliances?	☒	☐
b) Will the project install natural gas infrastructure? If **"No"** is selected in question 1(a), please skip to question 2(a).	☐	☒
c) If the requirements above in questions 1(a)-(b) cannot be met, will the project comply with 2022 Building Energy Efficiency Standards and install electrical conduit and wiring sufficient to operate electrical appliances?	☐ The requirements above in questions 1(a)-(b) are met.	☐

CAP Measures Consistency		
Checklist Item (Check the appropriate box and provide an explanation and supporting documentation for your answer)	**Yes**	**No**
2. Clean Energy (CAP Measure BE-1.1) a) Will the project install onsite renewable energy and storage systems capable of meeting anticipated building energy consumption? If **"Yes"** was selected in question 2(a), no further answers are required.	☒ The project will be PV ready in compliance with Title 24.	☐
b) If **"No"** was selected in question 2(a), will the project require residents/tenants/occupants to participate in a group-buy solar and storage program or opt in to Silicon Valley Clean Energy's carbon-free electricity option?	☐	☐
c) Will the project include a parking structure? If **"No"** was selected in question 2(c), no further answers are required.	☐	☒
d) If **"Yes"** was selected in question 2(c), will the project install solar photovoltaics on the parking structure if the structure is above ground?	☐	☐
e) Will the project include heated swimming pools? If **"No"** was selected in question 2(e), no further answers are required.	☐	☒
f) If **"Yes"** was selected in question 2(e), will the pool heaters be solar powered?	☐	☐
g) If the requirements above in questions 2(b), (d), and/or (f) cannot be met, do one of the following exceptions apply?	☐	☐
▪ Practical challenges to make satisfaction of the requirements infeasible.	☐	☐
▪ Alternate on-site renewable source used to satisfy measure.	☐	☐
▪ Procurement of renewable electricity.	☐	☐
▪ Ground mounted solar installations as voluntary alternative.	☐	☐
▪ Excludes value of aesthetic exterior alterations from permit valuation.	☐	☐

CAP Measures Consistency		
Checklist Item (Check the appropriate box and provide an explanation and supporting documentation for your answer)	**Yes**	**No**
Please substantiate answer selections for question 2: All townhomes are all electrical. No parking structure has been proposed on site. The project will be PV ready in compliance with Title 24.		
3. Sustainable Transportation and Land Use Planning (CAP Measure TR-1.1) a) Will the project achieve a 15 percent reduction in per capita vehicle miles traveled (VMT) compared to the baseline conditions as defined in the City's SB 743 guidelines?	☐	☐ The Traffic Consultant is currently working with the City on the scope of the traffic impact analysis and alignment with CEQA timeline and process.
Please substantiate answer selections for question 3: The Traffic Consultant is currently working with the City on the scope of the traffic impact analysis and alignment with CEQA timeline and process.		
4. Electric Vehicle Infrastructure (CAP Measure TR-2.1) a) Will the project install electric vehicle (EV) charging infrastructure consistent with Chapter 19 of the City's Municipal Code (Green Buildings Standard Code)?	☒	☐

CAP Measures Consistency		
Checklist Item (Check the appropriate box and provide an explanation and supporting documentation for your answer)	**Yes**	**No**
Please substantiate answer selections for question 4: All resident parking will meet City Reach Code mandates, providing approximately 26% Level 2 EVCS within the tuck-under garage in townhome units and 74% Level 2 EV Ready in both garage and outdoor spaces. Please refer to parking summary in submittal set.		
5. Reduce Vehicle Idling (CAP Measure TR-2.3) a) Will the project include loading docks? If **"No"** was selected in question 5(a), no further answers are required.	☐	☒
b) If **"Yes"** was selected in question 5(a), will there be sufficient electrical power sufficient to support delivery trucks and associated equipment to reduce vehicle idling when making deliveries?	☐	☐
Please substantiate answer selections for question 5: No loading dock provided on site.		
6. Active Transportation Options (CAP Measure TR-3.3) a) Does the project include land uses other than single-family residential? If **"No"** was selected in question 6(a), no further answers are required.	☒	☐
b) If **"Yes"** was selected in question 6(a), will short-term and long-term bicycle parking facilities be provided that comply with the City's standards for bicycle parking facilities?	☒	☐
c) If the project included nonresidential development, will the project provide "end-of-trip" facilities for	N/A☐ The project does not include non-residential development.	☐

CAP Measures Consistency		
Checklist Item (Check the appropriate box and provide an explanation and supporting documentation for your answer)	**Yes**	**No**
bicyclists, including showers, secure bicycle lockers, and changing spaces?		
d) Will the project have e-bike and e-scooter infrastructure and options?	☐	☒

Please substantiate answer selections for question 6:

The project does not include single-family development.

The project does not include non-residential development.

Long-term bike parking will be provided in private garage. Short-term bike parking will be provided outdoor on site. Long-term bike parking meets the MGSP bike parking requirement. Short-term bike parking meets zoning bike parking requirement, as MGSP does not specify short-term bike parking requirement.

7. Waste Reduction (CAP Measure SW-1.1) Will the project meet the requirements of SB 1383?	☐	☒

Please substantiate answer selections for question 7:

The project's trash will be collected in three streams (waste, mixed recycling, and compost). Compost will be collected via a 2CY loose container located in the trash enclosure.

8. Construction Demolition (CAP Measure SW-1.4) a) Will the project reach a 75 percent diversion rate for construction and demolition waste?	☒	☐

Please substantiate answer selections for question 8:

9. Landscape Equipment (CAP Measure OT-1.1) a) Will the project install sufficient exterior electrical outlets to charge electric-powered landscaping equipment?	☒	☐

Please substantiate answer selections for question 9:

Design to be developed in a later phase.

10. Water Conservation (CAP Measure WA-1.1) a) Will the project install ultra-low-flow water fixtures?	☒	☐

Please substantiate answer selections for question 10:

Design to be developed in a later phase.

11. Landscaping (CAP Measure WA-1.2) a) Will the project use drought-tolerant, water-conserving, and/or native landscaping?	☒	☐

Please substantiate answer selections for question 11:

The landscape plan is proposing to use more than 75% low water use planting as shown on the Hydrozone Plan. The majority of understory planting will be native plants.

12. Recycled Water (CAP Measure WA-1.3) a) If the project is located along the city's recycled water system (i.e., within the Transit Area Specific Plan planning area), will the project use recycled water for landscape irrigation?	☐	☒

b) Will the project include a separate piping system for recycled water (i.e., "purple pipes") for irrigation and outdoor water use?	☒	☐

Please substantiate answer selections for question 12:

RECYCLED WATER NOT AVAILABLE AT THE SITE. ONSITE PIPE SHALL BE INSTALLED FOR POTENTIAL CONVERSION AT A LATER DATE.

13. Heat Island Effect (CAP Measure CS-1.2) a) Will the project install cool pavements?	☒	☐
b) Will the project plant low-maintenance and drought-tolerant landscaping?	☒	☐
c) Will the project plant shade trees?	☒	☐
d) Will the project include surface parking lot(s)? If **"No"** was selected in question 13(d), no further answers are required.	☐	☒
e) If **"Yes"** was selected in question 13(d), will the project reduce heat gain from surface parking lot(s) by a minimum of 50% of the project site's hardscape?	☐	☐

Please substantiate answer selections for question 13:

The majority of pedestrian paving will be cool pavement with SRI values exceeding 29. The project also plans to use permeable paving including decomposed granite and wood decking. The vehicular areas will include stamped asphalt with SRI values of 29 or greater as well.

The project proposes to use low-water use/drought tolerant planting as shown in the Hydrozone Plan and planting diagrams. Shade trees are shown along the internal streets and in the open spaces.

14. Energy and Telecommunications Infrastructure (CAP Adaptation Measure 2.5) a) Will the project include new power and telecommunications lines and/or transformers? If **"No"** was selected in question 14(a), no further answers are required.	☒	☐

b) If **"Yes"** was selected in question 14(a), will the project underground power and telecommunications lines and/or transformers?	☒	☐

Please substantiate answer selections for question 14:

ALL NEW DRY UTILITYIES WILL BE PLACED UNDERGROUND FOR PROJECT DEVELOPMENT. TRANSFORMERS WILL BE INSTALLED AT GRADE ABOVE THE BASE FLOOD ELEVATION (BFE).

15. Flooding Impacts (CAP Adaptation Measure 3.2) a) Is the project located near San Francisco Bay or at flooding risk from local waterways which discharge to San Francisco Bay?	☒	☐

Please substantiate answer selections for question 15:

PROJECT IS WITHIN FEMA FLOOD JURISDICTION; HOWEVER, NEW RESIDENCE VERTICAL ELEVATIONS ARE BEING PLACED TO 1' ABOVE MINIMUM STANDARDS AS MITIGATION MEASURE. PLEASE REFER TO SUBMITTED "100-YEAR FLOOD PLAIN ANALYSIS" AND "GRADING PLAN" (SHEET TM-5.1).

Appendix C

Floodplain Analysis

SCHAAF & WHEELER
CONSULTING CIVIL ENGINEERS

10236 Donner Pass Road, Suite A
Truckee, CA 96161
(408) 246-4848

MEMORANDUM

June 26, 2025
To: Paul Boumann, Kier & Wright
From: Cindy Steele, PE
Subject: 600 Valley Way, 100-Year Floodplain Analysis
Job #: K&WI.281.25

Introduction

Kier & Wright contracted Schaaf & Wheeler to analyze the 100-year Floodplain for the proposed Townhomes at 600 Valley Way in Milpitas, California. The Site is bound by Coyote Creek and Nimitz Freeway (880) to the west, residential housing and Lower Penitencia Creek to the east, and the Nimitz Freeway (880) and W Calavera Blvd interchange to the south (Figure 1). Currently, the Site is developed with five existing commercial structures which will be demolished as part of this project with intent to build 24 residential buildings. The Valley Way Townhomes project proposes to develop the approximately 7.1-acre Site into a maximum of 134 residential condominiums (Figure 2). Portions of the Site are within FEMA special flood hazard area AE on FIRM panel 06085C0066J and this analysis is meant to establish required finished floor elevations (FFE) and determine impacts of fill in the floodplain. This memorandum presents results on the NAVD88 vertical datum.

Figure 1. Vicinity Map

Figure 2. Proposed Site Plan

FEMA Base Flood Elevations

According to Flood Insurance Rate Map (FIRM panel 06085C0066J), the Site is located in a FEMA special flood hazard area AE indicating a 100-year base flood elevation (BFE) of between 18 and 19 feet across the site. A Firmette panel with the site boundary is shown in Figure 3.

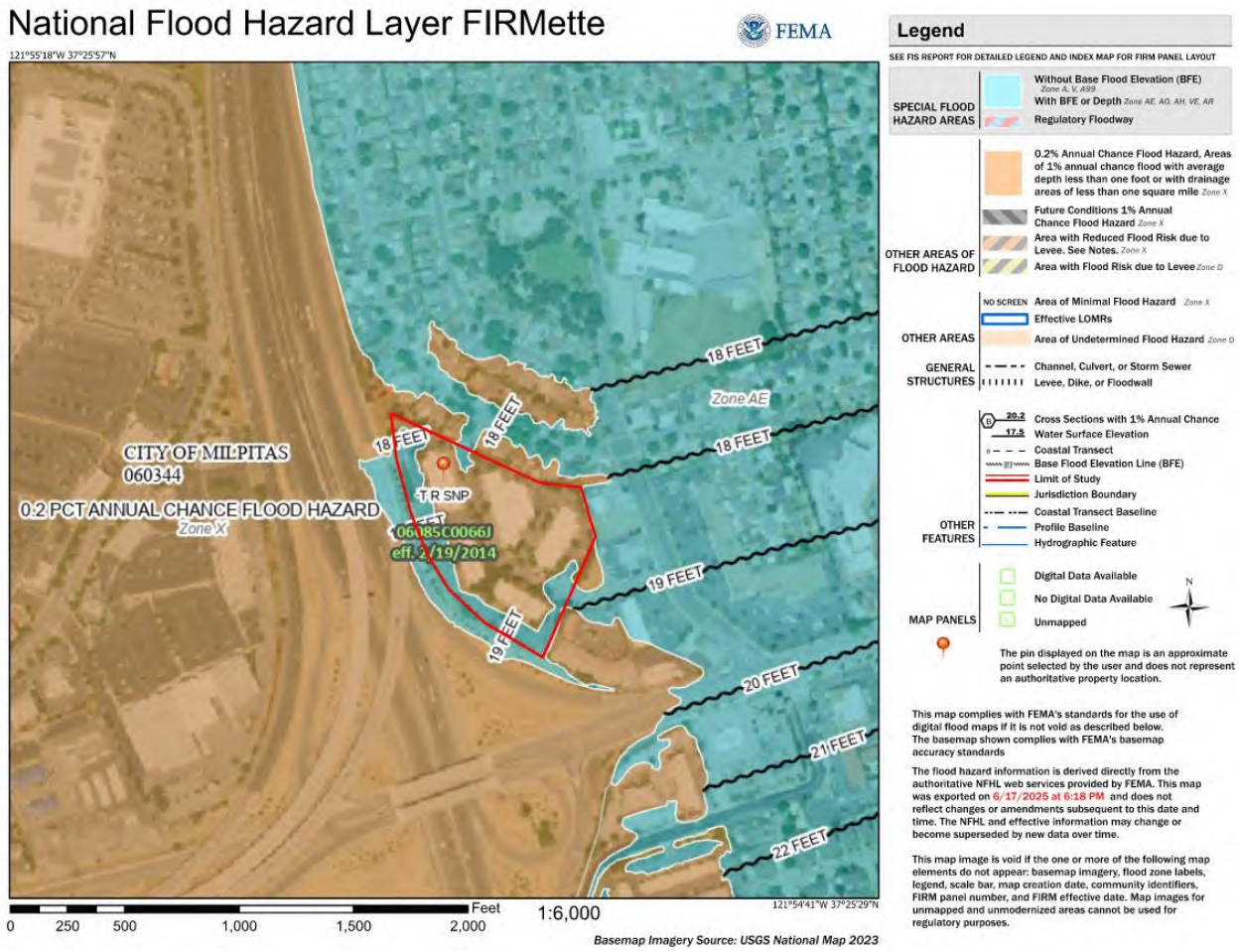


Figure 3. FEMA Firmette Panel

The City of Milpitas floodplain ordinance section XI-15-5.1(c)(1) requires that residential finish floor elevations be 1 foot above the BFE within an AE Zone. All residential structures must be elevated such that the finish floor meets or exceeds this value. Non-residential structures may remain in the floodplain and be floodproofed to an elevation at least one foot above the BFE per ordinance section XI-15-5.1(c)(2). Floodproofed structures must meet the requirements of the FEMA technical bulletins to be “Reasonably Safe from Flooding” and complete a flood proofing certificate, signed and stamped by a registered engineer. The floodproofing certificate would be kept on file with the City, owner, and insurance company.

Best Available Data

In 2019, Schaaf & Wheeler was contracted by Santa Clara Valley Water District to perform a complete remapping of the floodplain as part of a cooperating technical partnership (CTP) with FEMA. As part of that work, new hydrology was developed and coupled with the existing storm drain system and creeks using Infoworks ICM modeling software. This modeling and associated remapping of the floodplain was submitted to FEMA in 2019 and represents the best available floodplain data. It is used herein to estimate the impacts of placing fill for the Valley Way project.

During a 100-year storm event, water approaches the site from the east and, at peak, is unable to drain into Lower Penitencia Creek, but does not reach the project site boundary. Flood depths of 1 foot or greater remain near Whittier Street, while the flooding that approaches the site is less than 1 foot in depth. The maximum water surface elevation that the floodwaters reach is 16.5 feet, while the lowest grade on the site is 17.8 feet. Any flooding that occurs remains to the north along Heath Street and to the east along S. Abbott Avenue. Figure 4 shows the extent of the 100-year flood from the ICM model in relation to the project site.

Figure 4. ICM 100-year Flood Extent

Impacts Analysis

The ICM modeling demonstrates that flood waters do not reach the proposed development during the 100-year event. Therefore, placing fill on the project site will not cause any adverse impact to the 100-year flooding extents or depths.

Conclusion

As shown and described above, the project does not impact the floodplain based on the best available data from the CTP ICM model. The FEMA effective BFE is 18-19 feet while the best available data results in a BFE of 16.5 feet adjacent to but not reaching the project site, during a 100-year flood event. Due to an ongoing lawsuit, FEMA has suspended the processing of CLOMR-F and LOMR-F applications that would typically be used to remove the site from the floodplain. Since the CTP ICM modeling has not yet been incorporated by FEMA as the effective map of record, the project is required to required finish floor elevations based on the FEMA effective BFEs as listed in the table below in order to adhere to the municipal code requirements. If the ongoing CLOMR-F and LOMR-F suspension is eventually lifted, the site could potentially be removed from the floodplain by applying for a LOMR-F after construction.

Table 1. Effective BFE and Desing FFE

Building Number	FEMA Effective BFE (ft)	Required FFE (ft)
1	18.0	19.0
2	18.0	19.6
3	18.0	19.4
6	18.0	20.4
8	18.5	19.5
9	18.5	21.3
18	18.8	19.8
20	18.8	20.9
23	19.0	20.1
24	19.2	20.2

Appendix D

Sewer and Water Flow Analysis

KIER+WRIGHT

Technical Memo

Date: June 25, 2025
Project No. A18141-001
From: Paul Boumann, PE (Kier+Wright)
Subject: 600 Valley Way Development Utility Impact Analysis

EXECUTIVE SUMMARY:

This memo provides a preliminary estimate of the anticipated sewer and water flow, including hydrology/hydraulic analysis for the storm drain system for the 600 Valley Way Development project (Project). This report analyzes the sewer, water and storm drain flow rates for both existing and proposed conditions. To calculate existing and anticipated sanitary sewer demand, we have referred to the "City of Milpitas Water and Sewer Master Plan Update", dated December 17, 2009, for water and sewer calculations. Storm drain hydrology we used the Rational Method to calculate a 10-year storm flow rate.

The On-Site existing and proposed project site totals 7.22+/- acres and is located within a fully urbanized area in the City of Milpitas (City) and is currently developed with 87,000+/- SF of commercial buildings, including parking lots and a looped street system. The proposed development shall have 24 townhome buildings consisting of 134 dwelling units. This development shall have a looped road and three individual drive aisles, including bioretention basins for storm water management.

The analysis determined that the existing wet weather peak flows for the on-site sewer system is 27,128 GPD and the proposed wet weather peak flows for the proposed sewer system is 56, 924 GPD, The net increase in sewer flow would be 29,796 GPD, which is equal to 0.05 CFS. This is considered a minor increase when considering the hydraulic flow within an 8-inch sewer pipe. See attached calculation spread sheet.

The analysis determined that the existing peak water demand is 62,948 GPD and the proposed peak water demand is 62,377 GPD. Therefore, the proposed development peak water demand is less than the existing peak water demand. See attached calculation spread sheet.

The analysis determined that the existing 10-year storm water peak flow rate is 9.12 cubic feet per second (cfs) and the peak flow rate for the proposed development would be 6.2 cfs. Therefore, the proposed peak flow rate is less than the existing conditions peak flow rate. See attached calculations.

KIER+WRIGHT

CONCLUSION

Peak Wet Weather Sewer Flow (PWWSF) increased from 27,130+/- GPD (0.042+/- CFS) to 56,924+/- GPD (0.088+/- CFS). Even though there is a slight increase in the sewer flow for the proposed development, the existing 8-inch sanitary sewer pipe within Valley Way cul-de-sac has adequate capacity to accept this additional flow with more capacity to spare. All sewer flow from the current office building development discharges to the sanitary sewer manhole within Valley Way cul-de-sac. The existing 8-inch sewer pipe that exits that manhole has a slope of 0.15% (0.0015). Based on that information the capacity of the existing 8-inch sewer pipe is 0.28 CFS, flowing half full, and is greater than the PWWSF for the new 134 dwelling unit development that discharges 0.088+/- CFS. This increased discharge is only 31% of the pipe capacity. Therefore, the new development does not have a negative impact on the existing sanitary sewer infrastructure. See attached Manning Formula Uniform Pipe flow calculations.

Based on the water demand analysis, the proposed development shows no increase in peak water demand and therefore there should not be any impact on the existing water infrastructure.

Based on the hydrology/hydraulic calculations attached the proposed development shows no increase in storm water runoff flow and therefore should not impact the existing storm drain infrastructure within Valley Way cul-de-sac.

3350 Scott Boulevard, Building 22,
Santa Clara, CA 95054
925.245.8788
www.kierwright.com

SANITARY SEWER CALCULATIONS

600 VALLEY WAY
A18141-1

EXISTING SEWER FLOWS - 600 VALLEY WAY COMMERCIAL DEVELOPMENT

Description	Net Acre	GPD/Net Acre[1]	Average Daily Flow (QADF)	Peaking Factor[1] (PF)	(QADF) x (PF) GPD	Comments
Existing Commercial (Town Center)	7.225	1,700	12,283	1.45	**17,810**	
Description	**Net Acre**	**GPD/Net Acre[1]**			**Rainfall Inflow and Infiltration Flow (I/I) GPD**	
Rainfall Inflow and Infiltration	7.225	970			**7,008**	
Description	**Net Acre**	**GPD/Net Acre[1]**			**Groundwater Infiltration Flow (GWI) GPD**	
Groundwater Infiltration	7.225	320			**2,312**	
				EXISTING PEAK FLOW (GPD) =	**27,130**	[Existing (QADF) x (PF)] + (I/I) + (GWI)

GPD- Gallons per Day
GWI- Groundwater Infiltration
I/I- Rainfall Inflow and Infiltration
PF- Peak Factor = 1.45
QADF- Average Daily Flow
[1] per City of Milpitas 2009 Sewer Master Plan (net acre is defined as area excluding major private streets, freeways and railroads)

CITY OF MILPITAS DESIGN CAPACITY & AVERAGE DAILY FLOW GENERATIONS

3. Design Capacity

a. Collection System Capacity Required (Q):

Q = [Average Daily Flow (QADF) x Peak Factor (PF)] + Rainfall Inflow and Infiltration (I/I) + Groundwater Infiltration (GWI)

Based on the 2009 Sewer Master Plan update:

PF = 1.45

I/I = 970 Gallons per Day (GPD)/Net acre[a]

GWI = 320 GPD/Net acre.

b. Average Daily Flow Generation Factors:

Commercial:	Town Center	1,700 GPD/Net Acre
	Mixed Use	1,500 GPD/Net Acre
	All Other	1,000 GPD/Net Acre
Industrial:	Industrial Park	400 GPD/Net Acre
	Manufacturing/Warehousing	600 GPD/Net Acre
Single Family:	Very Low	330 GPD/DU
	Low	330 GPD/DU
	Medium	315 GPD/DU
	Hillside	330 GPD/DU
Multiple Family:	Very High	245 GPD/DU
	High	245 GPD/DU
	Medium	310 GPD/DU
Mobile Homes:		110 GPD/DU

600 VALLEY WAY
A18141-1

PROPOSED DESIGN SEWER FLOWS - 600 VALLEY WAY COMMERCIAL DEVELOPMENT

Description	Total Units	GPD/DU[1]	Average Daily Flow (QADF)	Peaking Factor1 (PF)	(QADF) x (PF) GPD	Comments
Multiple Family Residential Units	134	245	**32,830**	**1.45**	**47,604**	
Description	**Net Acre**	**GPD/Net Acre[1]**			**Rainfall Inflow and Infiltration Flow (I/I) GPD**	
Rainfall Inflow and Infiltration	7.225	970			**7,008**	
Description	**Net Acre**	**GPD/Net Acre[1]**			**Groundwater Infiltration Flow (GWI) GPD**	
Groundwater Infiltration	7.225	320			**2,312**	
				PROPOSED PEAK DESIGN FLOW (GPD) =	**56,924**	[Existing (QADF) x (PF)] + (I/I) + (GWI)

DU- Dwelling Unit
GPD- Gallons per Day
GWI- Groundwater Infiltration
I/I- Rainfall Inflow and Infiltration
PF- Peak Factor = 1.45
QADF- Average Daily Flow
[1] per City of Milpitas 2009 Sewer Master Plan (net acre is defined as area excluding major private streets, freeways and railroads)

CITY OF MILPITAS DESIGN CAPACITY & AVERAGE DAILY FLOW GENERATIONS

3. Design Capacity

a. Collection System Capacity Required (Q):

Q = [Average Daily Flow (QADF) x Peak Factor (PF)] + Rainfall Inflow and Infiltration (I/I) + Groundwater Infiltration (GWI)

Based on the 2009 Sewer Master Plan update:

PF = 1.45

I/I = 970 Gallons per Day (GPD)/Net acre[a]

GWI = 320 GPD/Net acre.

b. Average Daily Flow Generation Factors:

Commercial:	Town Center	1,700 GPD/Net Acre
	Mixed Use	1,500 GPD/Net Acre
	All Other	1,000 GPD/Net Acre
Industrial:	Industrial Park	400 GPD/Net Acre
	Manufacturing/Warehousing	600 GPD/Net Acre
Single Family:	Very Low	330 GPD/DU
	Low	330 GPD/DU
	Medium	315 GPD/DU
	Hillside	330 GPD/DU
Multiple Family:	Very High	245 GPD/DU
	High	245 GPD/DU
	Medium	310 GPD/DU
Mobile Homes:		110 GPD/DU

MANNINGS FORMULA UNIFORM PIPE FLOW CALCULATIONS FOR EXISTING 8-INCH SEWER PIPE

Manning Formula Uniform Pipe Flow at Given Slope and Depth

Printable Title

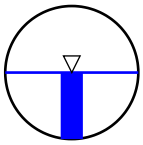
Printable Subtitle

Inputs

Pipe diameter, d_0	8	in
Manning roughness, n	.011	
Pressure slope (possibly ? equal to pipe slope), S_0	0.0015	rise/run
Relative flow depth, y/d_0	.5	fraction

Results

Flow depth, y	0.3333	ft
Flow area, a	0.1745	ft^2
Pipe area, a0	0.3491	ft^2
Relative area, a/a0	50.0000	%
Wetted perimeter, P_w	1.0472	ft
Hydraulic radius, R_h	2.0000	in
Top width, T	8.0000	in
Velocity, v	1.5844	ft/sec
Velocity head, h_v	0.0169	psi
Froude number, F	0.55	
Average shear stress (tractive force), tau	0.0156	psf
Flow, Q (See notes)	0.2765	cfs
Full flow, Q0	0.5531	cfs
Ratio to full flow, Q/Q0	0.5000	fraction



Notes:

This is the flow and depth inside an *infinitely long* pipe.
Getting the flow into the pipe may require significantly higher headwater depth. Add at least 1.5 times the velocity head to get the headwater depth or see my 2-minute tutorial for standard culvert headwater calculations using HY-8.

WATER DEMAND CALCULATIONS

EXISTING 600 VALLEY WAY COMMERCIAL DEVELOPMENT - WATER DEMAND

Description	Net Acre[1]	GPD/Net Acre[2]	GPD	Peaking Factor[2]	Average Daily Flow GPD	Comments
Existing Commercial (Town Center)	3.85	10,900	41,965	1.50	**62,948**	
				EXISTING PEAK FLOW (GPD) =	**62,948**	[Existing (GPD) x (PF))

GPD- Gallons per Day (net acre is defined as area excluding major private streets, freeways and railroads)
PF- Peaking Factor
[1] Net acres is total acres minus street and parking areas (7.225-3.27)
[2] per City of Milpitas Water (Potable) Water Design Specifications

CITY OF MILPITAS AVERAGE DAILY FLOW GENERATIONS

4. Water Demand

The following flow factors are criteria for minimum-required capacity. Designer shall use professional engineering judgment for small and individual developments, since the capacity determined by calculation may be inadequate.

Commercial:	Town Center Area	10,900 GPD/Net Acre[a]
	Mixed Use	10,900 GPD/Net Acre
	Retail Subcenter(RSC)	4,300 GPD/Net Acre
	Professional/Admin Offices	3,200 GPD/Net Acre
	Other	2,400 GPD/Net Acre
Industrial:	Manufacturing/Warehousing	2,000 GPD/Net Acre
	Industrial Park	1,250 GPD/Net Acre
Residential:	Residential[b]	320 GPD/DU
	Residential[c]	245 GPD/DU
	Residential[d]	800 GPD/DU

Designer shall adjust for unaccounted water loss to size distribution pipes. Unaccounted water losses shall be assumed to be at least 7% of calculated total demand.

5. Peaking Factors

	Maximum Day/Average Day	Peak Hour/Average Hour
Residential	190%	380%
Commercial/Industrial	150%	240%

[a] GPD is gallons per day. Net area is defined as development area excluding major public streets, freeways and railroad areas.

PROPOSED 600 VALLEY WAY COMMERCIAL DEVELOPMENT - WATER DEMAND							
	Description	Total Units	GPD/DU[1]	GPD	Peaking Factor[1]	PeaK Flow Rate GPD	Comments
	Residential (Town Center)	134	245	32,830	1.90	**62,377**	
				PROPOSED PEAK DESIGN FLOW (GPD) =		**62,377**	[(GPD) x (PF))

DU- Dwelling Unit
GPD- Gallons per Day (net acre is defined as area excluding major private streets, freeways and railroads)
PF- Peaking Factor
[1] per City of Milpitas Water (Potable) Water Design Specifications

CITY OF MILPITAS AVERAGE DAILY FLOW GENERATIONS

4. Water Demand

The following flow factors are criteria for minimum-required capacity. Designer shall use professional engineering judgment for small and individual developments, since the capacity determined by calculation may be inadequate.

Commercial:	Town Center Area	10,900 GPD/Net Acre[a]
	Mixed Use	10,900 GPD/Net Acre
	Retail Subcenter(RSC)	4,300 GPD/Net Acre
	Professional/Admin Offices	3,200 GPD/Net Acre
	Other	2,400 GPD/Net Acre
Industrial:	Manufacturing/Warehousing	2,000 GPD/Net Acre
	Industrial Park	1,250 GPD/Net Acre
Residential:	Residential[b]	320 GPD/DU
	Residential[c]	245 GPD/DU
	Residential[d]	800 GPD/DU

Designer shall adjust for unaccounted water loss to size distribution pipes. Unaccounted water losses shall be assumed to be at least 7% of calculated total demand.

5. Peaking Factors	Maximum Day/Average Day	Peak Hour/Average Hour
Residential	190%	380%
Commercial/Industrial	150%	240%

[a] GPD is gallons per day. Net area is defined as development area excluding major public streets, freeways and railroad areas.

HYDROLOGY/HYDRAULIC CALCULATIONS

HYDROLOGY / HYDRAULIC CALCULATIONS

600 VALLEY WAY DEVELOPMENT.

EXISTING CONDITIONS

GIVENS:

AREA = 7.22 ACRES 10 YR STORM.

IMPERVIOUS AREA = 5.37 ACRES

PERVIOUS AREA = 1.85 ACRES

$$\text{RUNOFF COEFFICIENT} = \frac{5.37(0.9) + 1.85(0.4)}{7.22}$$

$$\therefore C = 0.77$$

TIME OF CONCENTRATION (T_C)

ROOF TO GUTTER = 5 MIN

LONGEST SD PIPE RUN = 614 FT

AVERAGE VELOCITY IN PIPE = 2 FT/S

$$\therefore T_C = 5\,\text{MIN} + \left[\frac{614\,\text{FT}}{2\,\text{FT/S}}\left(\frac{1\,\text{MIN}}{60\,\text{S}}\right)\right] = 10.1\,\text{MIN}$$

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.

PROJECT 600 VALLEY	JOB NO. A18141-1
DRAWN BY PNB	OFFICE SC
CHECKED BY PNB	DATE 6/16
SCALE N/A	SHEET 1 OF 5

EX FLOW RATE (Q_{EX})

INTENSITY (I) - SEE NOAA TABLE ATTACHED

$I = 1.64$ IN/HR

USE RATIONAL FORMULA:

$Q_{EX} = CIA$

$C = 0.77$

$I = 1.64$

$A = 7.22$

$\therefore Q_{EX} = (0.77)(1.64)(7.22) = 9.12$ cfs

EXISTING FLOW RATE FOR 10 YR STORM IS ROUGHLY 9.12 cfs.

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.

PROJECT	JOB NO.
DRAWN BY	OFFICE
CHECKED BY	DATE
SCALE	SHEET 2 OF 5

PROPOSED CONDITIONS

GIVENS:

AREA = 7.22 ACRES 10YR STORM.

IMPERVIOUS AREA = 5.82 ACRES

PERVIOUS AREA = 1.4 ACRES

RUNOFF COEFFICIENT (C) = $\frac{(5.82)(0.9)+(1.4)(0.4)}{7.22}$

$\therefore$ C = 0.80

TIME OF CONCENTRATION

ROOF TO GUTTER = 5 MIN

GUTTER TO BIORETENTION BASIN (GB)

GUTTER LENGTH = 506 LF

AVG VELOCITY = 2 FT/S

$\therefore$ GB = $\frac{506\ FT}{2\ FT/S} \times \frac{MIN}{60\ S}$ = 4.2 MIN

BIORETENTION BASIN DETENTION DUE TO PONDING AND PERCULATION = 7 MIN

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.

PROJECT	JOB NO.
DRAWN BY	OFFICE
CHECKED BY	DATE
SCALE	SHEET 3 OF 5

STORM DRAIN PIPE LENGTH = 912 LF

TIME INSIDE SD PIPE (T_{SD})

$$\frac{912 \text{ FT}}{2 \text{ FT/S}} \times \frac{\text{MIN}}{60 \text{ S}} = 7.6 \text{ MIN}$$

$\therefore T_C = 5 \text{ MIN} + 4.2 \text{ MIN} + 7 \text{ MIN} + 7.6 \text{ MIN}$

$\underline{T_C = 23.8 \text{ MIN}}$

INTENSITY (I) - SEE NOAA TABLE ATTACHED

15 MIN = 1.33 IN/HR

23.8 MIN = x IN/HR

30 MIN = 0.914 IN/HR

$$\frac{23.8 - 15}{30 - 15} = \frac{x - 1.33}{0.914 - 1.33}$$

$\underline{I = 1.09}$

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.

PROJECT	JOB NO.
DRAWN BY	OFFICE
CHECKED BY	DATE
SCALE	SHEET 4 OF 5

PROPOSED FLOW RATE

USE RATIONAL FORMULA

$Q_P = CIA$

$C = 0.80$

$I = 1.09$

$A = 7.22$

$Q_P = (0.80)(1.09)(7.22) = 6.2$ cfs

PROPOSED DEVELOPMENT FLOW RATE FOR A 10 YR STORM IS ROUGHLY 6.2 cfs

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.

PROJECT	JOB NO.
DRAWN BY	OFFICE
CHECKED BY	DATE
SCALE	SHEET 5 OF 5

NOAA Atlas 14, Volume 6, Version 2
Location name: Milpitas, California, USA*
Latitude: 37.4277°, Longitude: -121.9161°
Elevation: 20 ft**
* source: ESRI Maps
** source: USGS

POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

PF_tabular | PF_graphical | Maps_&_aerials

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour)[1]

Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	1.20 (1.08-1.34)	1.50 (1.34-1.68)	1.92 (1.73-2.17)	2.29 (2.03-2.62)	2.83 (2.39-3.40)	3.29 (2.69-4.06)	3.78 (2.98-4.82)	4.31 (3.28-5.74)	5.10 (3.66-7.20)	5.77 (3.95-8.54)
10-min	0.858 (0.774-0.960)	1.07 (0.966-1.21)	1.38 (1.24-1.55)	1.64 (1.46-1.88)	2.03 (1.72-2.44)	2.36 (1.93-2.91)	2.71 (2.14-3.46)	3.09 (2.35-4.12)	3.66 (2.62-5.16)	4.14 (2.83-6.12)
15-min	0.692 (0.620-0.772)	0.868 (0.780-0.972)	1.11 (0.996-1.26)	1.33 (1.18-1.52)	1.64 (1.38-1.96)	1.90 (1.55-2.34)	2.18 (1.72-2.79)	2.49 (1.89-3.32)	2.95 (2.11-4.16)	3.34 (2.28-4.93)
30-min	0.476 (0.428-0.532)	0.596 (0.536-0.670)	0.766 (0.686-0.864)	0.914 (0.808-1.04)	1.13 (0.952-1.35)	1.31 (1.07-1.62)	1.50 (1.19-1.92)	1.72 (1.30-2.29)	2.03 (1.46-2.87)	2.30 (1.57-3.40)
60-min	0.333 (0.300-0.373)	0.418 (0.376-0.470)	0.537 (0.481-0.605)	0.640 (0.567-0.731)	0.791 (0.667-0.948)	0.917 (0.750-1.13)	1.05 (0.831-1.35)	1.20 (0.913-1.60)	1.42 (1.02-2.01)	1.61 (1.10-2.38)
2-hr	0.245 (0.220-0.274)	0.304 (0.274-0.342)	0.388 (0.348-0.438)	0.462 (0.409-0.527)	0.570 (0.480-0.683)	0.659 (0.539-0.814)	0.756 (0.597-0.967)	0.863 (0.655-1.15)	1.02 (0.731-1.44)	1.15 (0.787-1.70)
3-hr	0.201 (0.181-0.225)	0.250 (0.225-0.281)	0.320 (0.286-0.360)	0.380 (0.336-0.433)	0.468 (0.395-0.561)	0.542 (0.443-0.669)	0.621 (0.490-0.795)	0.709 (0.538-0.944)	0.837 (0.600-1.18)	0.945 (0.645-1.40)
6-hr	0.137 (0.124-0.154)	0.172 (0.154-0.193)	0.220 (0.197-0.248)	0.262 (0.232-0.299)	0.323 (0.272-0.387)	0.373 (0.305-0.461)	0.427 (0.337-0.547)	0.487 (0.369-0.648)	0.573 (0.410-0.808)	0.645 (0.440-0.954)
12-hr	0.088 (0.080-0.099)	0.113 (0.101-0.126)	0.146 (0.131-0.165)	0.174 (0.154-0.199)	0.215 (0.181-0.258)	0.249 (0.203-0.307)	0.284 (0.224-0.363)	0.322 (0.244-0.429)	0.377 (0.270-0.532)	0.422 (0.288-0.625)
24-hr	0.055 (0.051-0.061)	0.072 (0.066-0.079)	0.094 (0.086-0.104)	0.112 (0.103-0.126)	0.139 (0.123-0.159)	0.160 (0.139-0.187)	0.182 (0.155-0.217)	0.205 (0.171-0.251)	0.238 (0.192-0.302)	0.265 (0.207-0.346)
2-day	0.034 (0.031-0.038)	0.044 (0.041-0.049)	0.058 (0.053-0.064)	0.069 (0.063-0.077)	0.085 (0.075-0.097)	0.097 (0.085-0.114)	0.110 (0.094-0.131)	0.123 (0.103-0.151)	0.142 (0.114-0.180)	0.157 (0.123-0.205)
3-day	0.025 (0.023-0.028)	0.033 (0.030-0.036)	0.043 (0.039-0.048)	0.051 (0.047-0.057)	0.063 (0.056-0.072)	0.071 (0.062-0.084)	0.081 (0.069-0.096)	0.090 (0.075-0.110)	0.103 (0.083-0.131)	0.114 (0.089-0.149)
4-day	0.021 (0.019-0.023)	0.027 (0.025-0.030)	0.035 (0.032-0.039)	0.042 (0.038-0.047)	0.051 (0.045-0.059)	0.058 (0.051-0.068)	0.066 (0.056-0.078)	0.073 (0.061-0.089)	0.084 (0.067-0.106)	0.092 (0.072-0.120)
7-day	0.015 (0.014-0.016)	0.019 (0.017-0.021)	0.025 (0.023-0.027)	0.029 (0.027-0.033)	0.035 (0.031-0.041)	0.040 (0.035-0.047)	0.045 (0.039-0.054)	0.050 (0.042-0.062)	0.057 (0.046-0.073)	0.063 (0.049-0.082)
10-day	0.011 (0.010-0.013)	0.015 (0.013-0.016)	0.019 (0.017-0.021)	0.022 (0.020-0.025)	0.027 (0.024-0.031)	0.031 (0.027-0.036)	0.035 (0.029-0.041)	0.038 (0.032-0.047)	0.044 (0.035-0.055)	0.048 (0.037-0.062)
20-day	0.007 (0.007-0.008)	0.009 (0.009-0.011)	0.012 (0.011-0.014)	0.014 (0.013-0.016)	0.017 (0.015-0.020)	0.020 (0.017-0.023)	0.022 (0.019-0.026)	0.024 (0.020-0.030)	0.027 (0.022-0.035)	0.030 (0.023-0.039)
30-day	0.006 (0.005-0.006)	0.007 (0.007-0.008)	0.010 (0.009-0.011)	0.011 (0.010-0.013)	0.014 (0.012-0.016)	0.015 (0.013-0.018)	0.017 (0.015-0.021)	0.019 (0.016-0.023)	0.021 (0.017-0.027)	0.023 (0.018-0.030)
45-day	0.005 (0.004-0.005)	0.006 (0.006-0.007)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.011 (0.010-0.013)	0.012 (0.011-0.015)	0.014 (0.012-0.016)	0.015 (0.012-0.018)	0.017 (0.013-0.021)	0.018 (0.014-0.024)
60-day	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.007 (0.006-0.008)	0.008 (0.007-0.009)	0.010 (0.009-0.011)	0.011 (0.009-0.013)	0.012 (0.010-0.014)	0.013 (0.011-0.016)	0.014 (0.012-0.018)	0.015 (0.012-0.020)

[1] Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

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PF graphical

MILPITAS PLANNING COMMISSION
STAFF REPORT

May 27, 2026

APPLICATION:

SOBRATO RESIDENTIAL TOWNHOMES – 600 VALLEY WAY – P-SD24-0005, P-MT24-0002, P-DB24-0001, P-EA24-0003. A Site Development Permit, Vesting Tentative Map, Density Bonus Permit, and Environmental Assessment to develop a multi-family residential Project with 134-unit condominium townhomes and a 2,182-square-foot one-story clubhouse. The application was submitted under California Senate Bill 330 (Housing Crisis Act of 2019) and will consist of 24 three-story, multi-family residential buildings approximately 38-feet in height (up to a maximum height of 45-feet to the top of the highest architectural element) with 268 resident vehicle parking stalls, 60 outdoor surface level guest parking stalls, landscaping, and associated site improvements on a 7.22-acre site located within the Gateway-Mixed Use (GW-MU) Zoning District in the Milpitas Gateway-Main Street Specific Plan area at 600 Valley Way.

RECOMMENDATION:

Staff recommends that the Planning Commission open and close the public hearing, consider the Project's CEQA exemption pursuant to conformity with the Gateway-Main Street Specific Plan Subsequent Environmental Impact Report (SCH No. 2024070432) in accordance with CEQA Guidelines Sections 15162 and 15182, and adopt Resolution No. 26-009, recommending that the City Council approve Site Development Permit No. SD24-0005, Vesting Tentative Map No. MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003, subject to the findings and Conditions of Approval.

PROJECT LOCATION:

Addresses and Assessor's Parcel Numbers (APNs): 600 Valley Way (222-80-022, -024, -025)

Area of City: Gateway District of Milpitas Gateway-Main Street Specific Plan, south of Heath Street, west of Valley Way, east of Interstate 880

PEOPLE:

Project Applicant: Caroline Layden, Senior Development Manager
The Sobrato Organization, Mountain View, CA

Consultant(s): Architect: *Studio T-SQ, Inc.,* Oakland, CA
Civil Engineer: *Kier + Wright*, Santa Clara, CA
Landscape Architect: T*he Guzzardo Partnership Inc.*, San Francisco, CA

Property Owner: *The Sobrato Organization,* Mountain View, CA

Project Planner: Kristina Phung, AICP, Senior Planner

LAND USE:
General Plan Designation: Milpitas Gateway-Main St. Specific Plan (MGSP)
Specific Plan Designation: Milpitas Gateway Main St. Specific Plan (MGSP)
Zoning District: Gateway Mixed Use (GW-MU)

ENVIRONMENTAL: As a Lead Agency, the City has determined the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182. CEQA Guidelines Section 15182 states that projects in conformity with a specific plan that has a certified Environmental Impact Report (EIR) are exempt from CEQA, provided the project results in none of the conditions described in CEQA Guidelines Section 15162. The City prepared an Environmental Checklist for the Project to evaluate its consistency with the Gateway-Main Street Specific Plan Subsequent Environmental Impact Report (State Clearinghouse No. 2024070432), which demonstrates the Project would result in none of the conditions in CEQA Guidelines Section 15162.

EXECUTIVE SUMMARY

The City of Milpitas (City) received an application from The Sobrato Organization "Sobrato" (Applicant), requesting a Site Development Permit, Vesting Tentative Map, Density Bonus Permit, and Environmental Assessment to allow the development of a 134-unit townhome condominium subdivision, comprised of 24 multi-family buildings up to 38-feet in height (three stories) (up to a maximum height of 45-feet to the top of the highest architectural element) with a one-story, 2,182-square foot clubhouse, 268 vehicle parking spaces, 60 outdoor surface level guest parking stalls, landscaping, and associated site improvements on a 7.22-acre site located at 600 Valley Way (APNs 222-80-022, -024, -025) in the Milpitas Gateway-Main Street Specific Plan (MGSP) area (the "Project"). The application was submitted in accordance with California Senate Bill 330 (SB 330), also known as the Housing Crisis Act of 2019.

The proposed townhomes include three- or four-bedroom units with attached two-car garages. 20 of the 134 units will be reserved for moderate-income households in conformance with the City's Affordable Housing Ordinance. The Project qualifies for concessions, waivers, and parking reductions under the State Density Bonus Law.

The proposed Project requires approval of three entitlements, as follows:

1. Site Development Permit No. SD24-0005: To allow the development of 24 multi-family buildings, up to three stories in height, with up to 134 residential units and a clubhouse amenity building on the 7.22-acre site; and
2. Vesting Tentative Map No. MT24-0002: To combine three lots into one lot, establish 134 residential condominium spaces, related common areas, and associated easements; and

3. Density Bonus Permit No. DB24-0001: To ensure compliance with State Density Bonus law and regulations.

Although not an entitlement, Environmental Assessment No. EA24-0003 was prepared with a Project-specific Environmental Checklist to establish CEQA compliance to consider the Project's CEQA exemption pursuant to its conformance with the Gateway-Main Street Specific Plan Subsequent Environmental Impact Report (SCH No. 2024070432) in accordance with CEQA Guidelines Sections 15162 and 15182.

BACKGROUND

The Project site includes three adjacent parcels owned by Sobrato, collectively known as "600 Valley Way": 602 Valley Way (APN 222-80-025), 538 Valley Way (APN 222-80-024), and 461 Valley Way (APN 222-80-022). The parcels currently have five (5) one- to two-story office/industrial buildings, totaling approximately 109,775-square feet.

During the community outreach and engagement efforts with stakeholders for the MGSP, Sobrato expressed interest in redeveloping the Project site with residential uses. In anticipation of the redevelopment of the site, Sobrato conducted extensive voluntary outreach over the years to all existing nonprofit tenants to assist in relocation, including meetings, surveys, grants ranging from $20,000-50,000, options to move into another Sobrato non-profit center in various other nearby South Bay locations. All tenants were vacated by the end of 2025 in anticipation of construction of the proposed Project with demolition potentially occurring in the latter half of 2026.

Milpitas Gateway-Main Street Specific Plan (MGSP)

In 2021, the City initiated an update to the Milpitas Midtown Specific Plan, originally adopted by City Council in 2002 and updated in 2010 to maximize land use, transportation, and economic opportunities along the City's historic Main Street and to energize and catalyze mixed-use, transit-oriented development in the Midtown area, also known as the "heart" of Milpitas. The update included renaming the Midtown Specific Plan to "Milpitas Gateway-Main Street Specific Plan" (MGSP). The MGSP area includes Calaveras Boulevard and Main Street, covering approximately 605 acres bordered by I-880 to the west, the Union Pacific Railroad tracks to the east, and Great Mall Parkway to the south.

The MGSP established new zoning districts to achieve the plan's vision, strategies, and policies by providing clear but flexible development standards to facilitate redevelopment. The update also included a change to the MGSP area boundaries to annex several areas that would benefit from inclusion into the MGSP. On October 28, 2025, the City Council adopted the MGSP and certified the associated Subsequent Environmental Impact Report, including Specific Plan Amendment No. SP20-0002, Zoning Text and Map Amendment No. ZA25-0002 (with Ordinance No. 38.859 first introduced on this date and adopted at a second reading by the City Council on November 18, 2025), and General Plan Amendment No. GP25-0002, thereby annexing the Project site into the northwest portion of the MGSP boundary area and amending the site's former zoning and general plan land use designation of General Commercial to Gateway Mixed-Use and MGSP, respectively.

California Senate Bill 330 (SB 330) (Housing Crisis Act of 2019)

On January 7, 2026, Sobrato submitted a preliminary application pursuant to California SB 330 for a 134-unit townhome subdivision at the Project site after the MGSP was adopted[1]. On March 20, 2026, Sobrato submitted a formal application within the required SB 330 submittal timelines for the same townhome housing development.

SB 330 is a statewide bill intended to reduce the time to approve housing developments in California. It became effective on January 1, 2020, and Senate Bill 8 (SB 8) recently extended SB 330 through January 1, 2030. Under SB 330, eligible projects receive enhanced streamlining and vesting opportunities by filing a preliminary application, limits the City's ability to apply design standards that are not objective, and prohibits reliance on subjective standards to deny a housing development project that otherwise complies with applicable objective standards that were in effect at the time of the preliminary application submittal. Some benefits include:

- Generally freezes the ability of local governments to downzone, adopt new development standards, or change land use in residential and mixed-use areas if the change results in less-intensive uses.
- Expedites the permitting process for all housing development and limits the list of application materials that cities can review.
- Generally freezes adopted certain fiscal year rates for fees applicable to the proposal in effect at the time of the preliminary application review period, including development impact fees (DIFs) in effect at the time of the preliminary application review period, with some exceptions as detailed in SB 330. The proposed Project will generally be subject to Fiscal Year (FY) 24-25 fee rates, as the City's FY 25-26 fees were not in effect until mid-February 2026.

PROJECT DESCRIPTION

Overview

The Project consists of the development of 134 new townhome condominium units in 24 buildings with a one-story, 2,182-square foot clubhouse with associated landscaping and site improvements, including private alleyways and outdoor amenity spaces. The site currently has five existing commercial/office buildings and surface parking lots that were constructed in the 1970s. If the Project's entitlement requests receive final approval by the City Council after receiving a recommendation from the Planning Commission, the Applicant will be required to obtain a Demolition Permit to allow for demolition of all existing structures, and a building permit to allow for construction of the Project from the Office of Building Safety.

The Project includes a vesting tentative map for a major subdivision, combining three lots into one 7.22-acre irregular-shaped lot for the condominium units, private streets, related common areas, easements, and other shared site improvements to support the future residents.

[1] The Applicant originally submitted for the proposed Project's entitlements on November 18, 2024, which required the submittal of a General Plan Amendment (GPA) and Zoning Amendment (ZA) at the time to begin early inter-departmental review of the Project. After the MGSP was formally adopted in late Fall 2025, the GPA and ZA request were deemed void. The Applicant shortly thereafter invoked SB 330 in early January 2026, starting new formal timelines for the requested Project entitlements.

The proposed townhomes consist of three (3) unit types, ranging from approximately 1,326 to 2,013-square feet of habitable space, each with a three-bed/three-bath or four-bed/four-bath configuration including an attached two-car private garage in tandem or zipper (side-by-side) parking for each unit. The Project provides a total of 328 vehicle parking spaces (268 spaces within a garage, 60 guest onsite surface parking spaces). In total, the proposed Project will provide approximately 307,102-gross square feet of new residential development.

All 24 residential buildings will be three stories, reaching 38-feet in height to the top of roof and a maximum height of 45-feet to the top of the tallest architectural element (used as a ladder roof access tower for maintenance only). The one-story clubhouse is located near the center of the site, serving as the community hub providing a space for gatherings and a management office.

New pedestrian walkways, paseos, alleyways, and streets would provide access within the Project site to the proposed townhomes and proposes other site and mobility improvements required in the MGSP to improve neighborhood connections between communities and reduce barriers. A centrally located open space spine will serve as the Project's main connecting publicly accessible pedestrian paseo and would provide connectivity to the adjacent single-family residential neighborhood to the north and nearby commercial areas through the Project site as a future "greenway" connection as required in the MGSP for the site. Three pocket parks located along this central paseo would provide a variety of activities and lounging spaces connected through this central spine by other new pathways that extend to all the townhomes, clubhouse, and would include outdoor amenities such as picnic areas, recreation areas, shade structures, lounging areas with seating, and a bocce ball court. A dog run area will also be located in the northwest corner of the Project site.

The Project's new landscaping improvements are proposed around the perimeter of the lot and within portions of the pedestrian pathways with new native and drought tolerant grasses, shrubs, perennials, and trees from the MGSP recommended list. All of the new pedestrian walkways and streets will be lined with trees and other such groundcover improvements. Additionally, new stormwater detention basins will be constructed on the site. The Project proposes to remove 115[2] ordinance-sized trees and will be planted with a two-to-one required planting ratio by adding approximately 341 new trees to the site, in addition to retaining seven (7) existing ordinance-sized trees, bringing the new onsite tree total to approximately 348. The landscaping sheets of the Project Plans (Attachment D) show details of the proposed landscaping and open space plans.

Location and Context

The Project site is generally flat and is west of Valley Way at the end of a cul-de-sac and south of Heath Street. Interstate Highway 880 abuts the site to the west, an existing single-family residential neighborhood is located to the north, and a mix of retail and commercial uses are to the south and east as detailed in Table 1. Figure 1 shows the aerial location of the Project site and Figure 2 shows the zoning map.

[2] Per the City's Tree Removal Ordinance per MMC Sec. X-2-7.01 on developed commercial property, a protected tree is designated as one that has thirty-seven-inch (37"), or greater circumference of its trunk measured 4 1/2 feet from the ground. The Applicant applied for Tree Removal Permit No. TR24-0018 issued by the Public Works Department with replacement trees to be commensurate with the size of the tree being removed as determined by the Planning Director or his or her designee per MMC X-2-4.02.

Figure 1 – Project Site Aerial Location

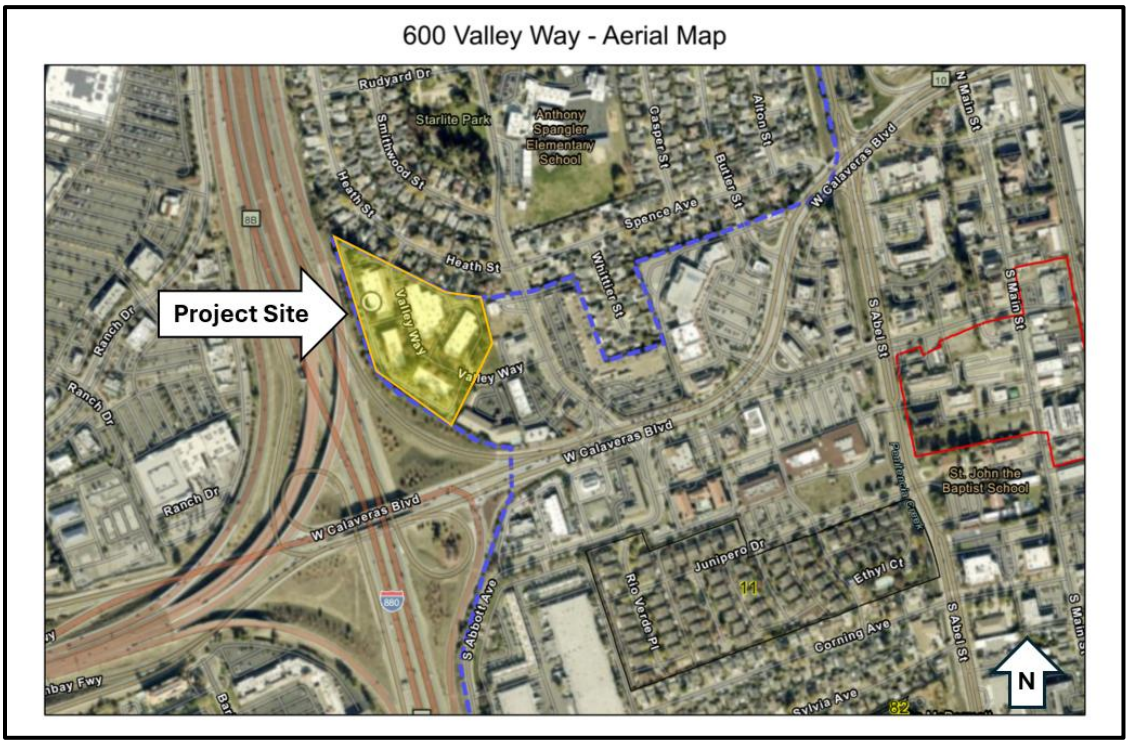

Figure 2 – 600 Valley Way (Zoning Map)

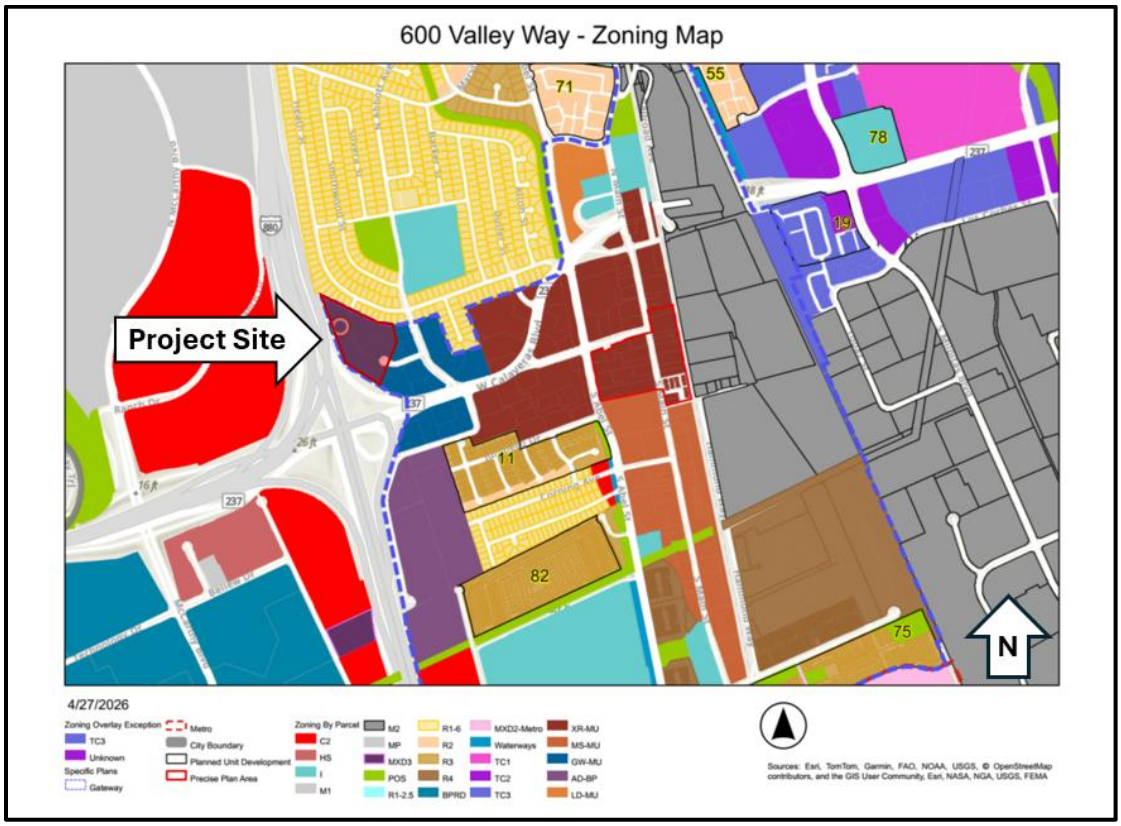

Table 1: Surrounding Zoning and Land Uses

	General Plan	Zoning	Existing Uses
Subject Site	Milpitas Gateway-Main St. Specific Plan (MGSP)	Gateway Mixed-Use (GW-MU)	Five (5) Multi-tenant Office/Industrial Buildings
North	Low Density Residential (LDR)	Single-Family Residential (R1-6)	Existing Single-Family Residences
South	Milpitas Gateway-Main St. Specific Plan (MGSP)	Gateway Mixed-Use (GW-MU)	Best Western Inn/Multi-tenant Commercial Plaza
East	Milpitas Gateway-Main St. Specific Plan (MGSP)	Gateway Mixed-Use (GW-MU)	Gas Station/7-Eleven Convenience Store
West	Caltrans	Caltrans	Interstate Highway 880/ I-880

PROJECT ANALYSIS

This section will evaluate elements of the proposed Project for conformance with the Milpitas 2040 General Plan, MGSP, Zoning Ordinance (ZO), ODS, Milpitas Municipal Code (MMC), Senate Bill 330, and State Density Bonus Law.

Milpitas 2040 General Plan Conformance

The General Plan designation for the Project site is Milpitas Gateway-Main St. Specific Plan (MGSP). The proposed Project is in conformance with the applicable policies and standards in the City's General Plan, as outlined in Table 2:

Table 2: General Plan Consistency

Policy	Conformance
Policy 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 will provide 134 new three- to four-bedroom for sale townhome condominiums in three (3) unit type floor plans with modern design elements such as including a minimum of three bathrooms and private balconies in each unit. The Project will also provide housing opportunities with those with special needs by providing at least 10 percent of the total units (14 units) as accessible (ADA) units. Additionally, 20 of the residential units will be reserved for moderate-income households in compliance with the City's AHO.
Policy LU 2-1: *Utilize Specific Plans to guide development within Milpitas's special*	**Consistent.** The MGSP establishes four new zoning districts to align with the development

Policy	Conformance
planning areas. Properties located within Specific Plan areas shall conform to the underlying Specific Plan's land uses, zoning, and development standards.	goals of the MGSP's four focus areas and incentivize redevelopment. The Project site is within one of the identified focus areas in the Gateway Mixed-Use (GW-MU) Zoning District and was evaluated and designed in conformance to the MGSP's land uses, zoning, and development standards including meeting the majority of the site's main standards shown for MGSP Figure 3-6, Gateway District Regulating Plan for the Project site area by providing adequate freeway edge setback and front setbacks of new structures, new alleyways, a new greenway connecting Valley Way to Health Street, and meeting the single-family residential transition requirements from the existing housing located immediately north of the site. The Project requests minor deviations to some subsections of these standards using the State Density Bonus Law but will still provide all of the main MGSP Figure 3-6 standards.
Policy LU 5-1: *Require new development and redevelopment to be compatible, complementary and, where appropriate, well integrated with existing residential areas. Integrate new largescale development projects into the fabric of the existing community rather than allowing projects to be insular and self-contained, walled off, or physically divided from surrounding uses. Improve connectivity between neighborhoods and services with new development. Tie circulation systems and open spaces into existing streets and open spaces. Reduce unnecessary barriers and improve connections between neighborhoods and services by retrofitting existing development over time as area improvements or redevelopment occurs.*	**Consistent.** The Project, as proposed, is well integrated with the existing residential, commercial, and mixed-use developments. The overall scale, bulk, and height of the Project is compatible with the existing one to two-story single-family residences to the north by demonstrating compliance with MGSP Objective Design Standard Section 4.1.3(A), Transitions to Single-Family Residential Neighborhoods, by meeting required daylight plane provisions as demonstrated on Project Plan Sheet A-300. Although the GW-MU zoning district allows for buildings with a maximum of up to 5-stories and 65-feet in height, the Project is proposing all 24 residential buildings to be a maximum of three-stories (up to a roof height of 38-feet to 45-feet to the top of an architectural element). The Project's compliance with the daylight plane requirements will help ensure the abutting residences to the north continue to receive adequate sunlight and air, protects against privacy concerns, and preserves views by limiting the Project's visible building mass.

Policy	Conformance
	Additionally, the Project was designed to meet the MGSP Figure 3-6, Gateway District Regulating Plan requirement for a new greenway connection described as the "central open spine" in the Project Description. This new greenway will provide a new publicly accessible pathway from Valley Way to Health Street to integrate the new development with existing neighborhoods and reduce existing physical barriers between the commercial and residential areas. The existing dead-end portion of Heath Street is currently walled off with a locked chain-link fence, and the proposed Project will eliminate this insular barrier by removing a segment of this fence, which will lead to the greenway to reduce unnecessary barriers and improve connectivity between the surrounding communities. Emergency Vehicle Access (EVA) will be maintained along the greenway path and would be protected by removable bollards. Furthermore, the proposed Project will also tie circulation systems and open spaces into existing streets and open spaces by providing a new internal circulation system within the development along with the greenway which will lead to the three pocket parks and clubhouse amenity building, and will include on and offsite public improvements such as rebuilding sidewalks and infilling a missing sidewalk connection around the Valley Way cul-de-sac and frontage by the vacant, undeveloped lot (APN 222-80-026) located southeast of the Project site on the north side of Valley Way. All of the aforementioned improvements will integrate the new largescale development Project into the fabric of the existing community, and helps achieve goals within MGSP's mobility and transportation network by including complete streets and eliminating existing barriers with infrastructure that will be built up to modern City code and design and code standards.

Policy	Conformance
Policy 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 height standards by proposing one, single-story clubhouse building and 24 residential buildings that are three stories each, up to 38-feet in height to the top of roof and up to a maximum of 45-feet to the top of an architectural element in the GW-MU zoning district, which allows a maximum height of 65-feet and 5-stories.

Milpitas Gateway-Main Street Specific Plan (MGSP) Conformance

The MGSP vision and strategies are organized into (4) focus areas or districts: (1) Crossroads (2) Main Street, (3) Gateway, and (4) Abbott. The MGSP is envisioned as a group of neighborhoods that together create a complete community and center for Milpitas. New Infill housing and mixed-use development will be paired with complete streets, new urban open spaces, and placemaking to distinguish the MGSP area as a walkable and bike-friendly urban community. The guiding principles are organized around four (4) themes: (1) vision and placemaking, (2) land use and development, (3) transportation and access, and (4) open space and community amenities.

The Project site is within the Gateway District, one of the MGSP's four focus areas and the proposed Project supports the purpose and intent of this district. Table 3 below outlines the Project's consistency with applicable MGSP Policies:

Table 3: Milpitas Gateway Main-Street Specific Plan (MGSP) Consistency

Policy	Conformance
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.** The Project site was identified as a Rezone Site in the City's 2023-2031 Housing Element Update and will provide 134, three-story condominium townhomes and a one-story clubhouse with other open space amenities for all ages to enjoy including pocket parks and a bocce ball court. 20 of the 134 townhomes will be reserved for moderate-income affordable units to comply with the City's Affordable Housing Ordinance and distributed amongst unit types and buildings. The proposed Project will be scaled appropriately from existing single-family residences to the north and other existing development through compliance with MGSP Section 4.1.3.A, Transitions to Single-Family Residential Neighborhoods.
MGSP Section 2.5 - Gateway District Vision: A vital west gateway entry into the City, the Gateway District will be a highly visible	**Consistent.** The proposed Project meets the Gateway District Vision by fully redeveloping a site and demolishing five aging,

Policy	Conformance
community commercial node along Calaveras Boulevard, with opportunities for freeway-oriented retail and services, neighborhood shopping, and hotel and convention space. This district transitions to more neighborhood-oriented retail and services along Abbott Avenue north of the Calaveras Boulevard frontage. Higher-intensity development, oriented along Calaveras Boulevard, will attract and support the needs of travelers along the corridor, while offering a neighborhood-scale residential and mixed-use north of Calaveras Boulevard. Complete streets improvements planned for Calaveras Boulevard will balance the scale of this busy corridor with a more comfortable bike and pedestrian experience, branding, and complete street improvements.	underutilized multi-tenant office buildings constructed over 50 years ago with a modern, Spanish architectural themed concept that offers a neighborhood-scale residential development with its maximum building heights around the mid-point of the 65-ft. and five stories height limit of the GW-MU Zoning District, and also includes several improvements to the multimodal network. Some improvements include the on- and off-site public improvements such as constructing new sidewalks and reconstructing existing City sidewalks, including infilling sidewalk gaps along the Valley Way cul-de-sac, roadway resurfacing, and constructing a new internal circulation network with new native landscaping and tree lined pedestrian pathways built to modern code requirements. The proposed Project will meet MGSP Figure 3-6 by providing a new greenway pathway connecting Valley Way to Health Street, new alleyways around the Project site, and meeting its single-family residential transition and freeway edge setback requirements. Furthermore, the Project will introduce more residents to the immediate area who may utilize and support local business operations at nearby retail stores and commercial shopping centers.

Zoning Conformance

The Project site is located in the Gateway Mixed-Use (GW-MU) Zoning District within the MGSP. Per the Zoning Ordinance, the GW-MU Zoning District supports a freeway and commercial corridor service orientation along Calaveras Boulevard and I-880, transitioning to a neighborhood-oriented residential focus to the north, and a commercial/mixed-use focus adjacent to Crossroads Mixed-Use. Development shall comply with the standards of MGSP Section 3.7.3, Gateway District, including MGSP Figure 3-6, Gateway District Regulating Plan.

Table 4 describes the proposed Project's conformance or consistency with the development standards in the Zoning Ordinance for the MGSP GW-MU Zoning District. MGSP Chapter 4 includes specific objective design standards tailored to the plan area (MGSP ODS) to provide criteria for site planning, urban form, building design, and pedestrian-level design. Pursuant to MMC Section XIII.D.10.020(C), "The regulations provided by an adopted Specific Plan shall replace those of the current or underlying zone or zones, and the development standards and/or design standards or guidelines identified in the Specific Plan shall take precedence over the general standards included in this Title and any adopted design standards or guidelines." In addition to the

MGSP ODS requirements, the proposed Project must also demonstrate compliance with the City's 2022 Residential and Mixed-Use Objective Design Standards "City ODS", detailed in the next section.

Where the Project is not in compliance with any of the aforementioned standards, the State Density Bonus Law (SDBL) requires the City to grant appropriate concessions, waivers, and parking reductions for qualifying projects, as further described in Table 5.

Table 4: Summary of MGSP GW-MU Zoning District Development Standards

Development Standard (GW-MU)	Required	Proposed	Conformance
Density	18-65 du/ac	19 du/ac; 134 units total	Yes
Floor Area Ratio	2.0 (Max.)	0.98 FAR	Yes
Front Yard Setback (Min. – Max.) Valley Way	5 ft. (min.) - 12 ft. (max.)	Four Proposed Buildings #16, 18, 22 and 24 front Valley Way. All four meet minimum 5-ft. front setback; three exceed 12-ft. maximum front yard setback as follows: Bldg 16: 15'-5" ft. Bldg 18: 13'-5" ft. Bldg 24: 14'-3" ft.	Yes, with approval of a SDBL waiver for max. front yard setback for three (3) buildings
Interior Side Yard Setback (East Side)	0 ft. (min.)	10'-3" to 13'-6"	Yes
Interior Side Setback Adjacent to Single-Family Residential	10 feet; also see MGSP Section 4.1.3 A	6' (Trash Enclosure) 28'-5" to 38' (Townhomes on North Side)	Yes, with approval of a SDBL waiver for the side setback for the trash enclosure
Interior Rear Yard Setback Along Freeway Edge	MGSP Section 4.1.3(B): Min. 60 feet from edge of freeway right-of-way	99'-2" to 144'	Yes
Height (Max.)	65 ft. and five (5) stories	38 ft. to top of roof (45 ft. max to tallest architectural feature), three (3) stories	Yes

Development Standard (GW-MU)	Required	Proposed	Conformance
Common Outdoor Open Space	6+ units requires minimum 60 S.F/unit Minimum area for common open space shall be 1,000 S.F., with a min. dimension of 40 ft. x 25 ft.	The proposed Project incorporates several outdoor amenity areas including but not limited to bocce ball court, turf activity areas for open lawn and play areas, native landscaping, trellises, and picnic tables. Total Required: 8,040 S.F. Total Provided: 9,974 S.F.	Yes
Private Open Space	6+ units requires minimum 40 S.F./unit Minimum dimension of 5-feet in all directions	Each unit has a private ground level porch or patio meeting the minimum dimensional and size requirements. Some units also have a private upper deck. Total Required: 5,360 S.F. Total Provided: 13,967 S.F.	Yes
Vehicle Parking (Min.)	Off-street parking: 1.5 spaces per unit; plus 1.0 guest parking space per 3 units	Total Required: Off-street parking - 201 stalls (1.5 spaces x 134 units); Guest parking 45 stalls (134 units/1 guest stall per 3 units) Total Provided: 268 stalls (2 private spaces per unit in each garage); 60 guest parking stalls	Yes
Bicycle Parking	0.5 spaces per unit	Total Required: 134 units x 0.5 bicycle stalls per unit = 67 bicycle stalls Total Provided: 134 long-term indoor bicycle parking stalls (one in each unit's garage), 12 short-term outdoor bicycle stalls	Yes

In addition to meeting the standards outlined above, the Project is consistent with most of the applicable MGSP ODS criteria, some of which directly refer to a standard from the City ODS or ZO. Attachments E and F provides a detailed compliance matrix of all MGSP ODS and City ODS

requirements with the associated SDBL letter request explaining why relief to some standards are needed. In summary, the Project was designed to meet the standards specifically identified for the Project site as shown on MGSP Figure 3-6, Gateway District Regulating Plan to implement the future vision of the district, including those related to transitioning to adjacent single-family residential neighborhoods, setbacks from freeways, and building design and architecture, other than those that the Applicant has requested to use a concession or waiver per the SDBL, as detailed in an upcoming section.

Objective Design Standards (ODS)

The City adopted its Residential and Mixed-Use Objective Design Standards (ODS) on November 1, 2022, 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 134 townhomes on a 7.22-acre site, which would be classified as a Large project type and a "Medium" building type. While full 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.

As described in the prior subsection, pursuant to MMC XIII-D.10.020(C), the Project must also comply with all of the MGSP ODS, in which the MGSP ODS standards prevail over the City ODS and have some references to City ODS requirements. Although the Applicant is not seeking ministerial review and invoked SB 330, the proposed Project was required to demonstrate compliance with all MGSP ODS as well as complying or meeting the intent of all City ODS. Refer to Attachment F for the Project's compliance analysis, which demonstrates the Project is consistent or meets the intent with most of the applicable MGSP ODS and City ODS. In conclusion, the Project is considered compliant because it conforms or meets the intent of all applicable ODS standards, other than those that the Applicant has requested to use a concession or waiver per the SDBL, as detailed in the following section.

State Density Bonus Law

To encourage affordable housing production, the State Density Bonus Law (SDBL) (Gov. Code §§ 65915 *et seq*.) allows developers to receive density bonuses and other incentives, such as concessions, waivers, and parking reductions, when affordable housing is incorporated within a project. Specifically, an applicant may request relief from the City's development standards through waivers and concessions in order to achieve the proposed density in exchange for including affordable housing in their project.

As detailed in the Housing Accountability Act, jurisdictions generally have limited authority to deny such requests for SDBL waivers, concessions, and incentives unless they make findings of specific adverse impacts as defined in state law, which have a high evidentiary burden. The SDBL is a state mandate, and any project that meets the requirements of the state law is entitled to receive the requested waivers and incentives, which supersede local jurisdiction requirements.

The proposed Project qualifies for waivers and one concession under SDBL because more than 10 percent of total units will be reserved as affordable units for moderate-income households. The

Project includes 20 affordable units, which satisfies the 15 percent total units required under the City's Affordable Housing Ordinance.

Table 5 below lists the request for one (1) concession and 10 waivers for the proposed Project, as detailed in the Applicant's SDBL Letter (Attachment E) and MGSP/ODS Compliance Matrix (Attachment F). The request includes five (5) waivers from MGSP standards, three (3) waivers and one (1) concession from the from the Citywide Objective Design Standards (ODS), and two (2) waivers from the City's adopted Zoning Ordinance (ZO).

Table 5: State Density Bonus – Proposed Project Concessions, Waivers, and Incentives

SDBL Waiver/ Concession	Regulating Objective Development Standard Subsection
Concession #1	ODS Section 5.3.1 – Fenestration Design – 2-inch Recessed Windows
Waiver #1	MGSP Section 3.7.3 - Max. Front Setback
Waiver #2	MGSP Section 3.7.3 - Interior Side Setback Adj. to Single-Family Residential for Trash Enclosure
Waiver #3	MGSP Section 3.7.3(1)(a) - Min. 60% Building Frontage
Waiver #4	MGSP Section 4.1.3(B)(1) - Adjacent to Freeways – Double Row of Trees
Waiver #5	MGSP Section 5.3.9 - Future Service Alleys
Waiver #6	ODS Section 3.9.1.3 – Planting (Spacing of Trees/Shrubs)
Waiver #7	ODS Section 3.9.3.3 - Adjacent to Freeways – Double Row of Trees
Waiver #8	ODS Section 4.1.3.6 - Open Space Quality – Min. of 40-ft in width and depth
Waiver #9	ZO Section C.2.120 - Refuge and Recycling Areas – E.6 Enclosures – Location
Waiver #10	ZO Section C.6.080.D - Size and Dimensions of Parking Spaces – Parallel Parking Spaces and Dimensions for Guest Parking

The Applicant's SDBL requests are summarized below. The Project's proposed plan set for the requested entitlements were reviewed by the City's Building, Fire, Engineering, and Planning Departments and did not identify any specific, adverse health and safety impacts for the SDBL requests.

- Concession #1 is requested by the Applicant regarding the ODS Section 5.3.1 requirement for the fenestration design of windows to all be recessed a minimum of 2-inches. The Project proposes to include the 2-inch recessed windows along the residential building elevations fronting the main entryway to the units via publicly accessible pathways and open space areas only, and requests a relief to the requirement for elevations facing private alleyways as full compliance would add significant construction costs. The Applicant has identified an actual cost reduction the Project will need to ensure financial feasibility to construct the Project and provide for the affordable units, with estimated construction costs to be approximately $620 per recessed window with over 1,000 windows potentially subject to this requirement.
- Waivers #1 and #3 are requested as the City's MMC requirements for a new subdivision will require the dedication of new 10-ft. Public Utility Easement (PUE) along the front setback along the Valley Way cul-de-sac, which prohibits permanent physical structures being constructed within the PUE. Three buildings along the front will exceed the maximum front yard setback of 12-ft. by a minor range of 1.5-3.5-ft. and will not be able to meet the minimum 60 percent building frontage requirements due to the angle the buildings are oriented and placed as the lot is irregularly-shaped and along a cul-de-sac frontage.

- Waivers #2 and #9 involve the proposed interior yard setback and location of the proposed trash enclosure by the northeast corner of the Project site. The proposed trash enclosure will be setback 6-ft. from the side interior property line instead of the required 10-ft. Due to site constraints, the Applicant was unable to find another feasible location for the trash enclosure to be located further away from the existing single-family residences to the north without a reduction in Project density.
- Waivers #4 and #7 refer to a request for relief to the same standard, as the MGSP ODS subsection directly cites the need to comply with ODS Section 3.9.3.3 regarding the requirement to plant a double row of trees adjacent to a freeway. Due to an existing PG&E overhead powerline easement along the western edge of the Project site next to Interstate Highway 880, the Applicant confirmed with PG&E via email correspondence that no trees are allowed to be greater than 2-ft. tall in this easement, thereby making implementation of this standard infeasible. PG&E also indicated the Applicant will not be required to underground existing PG&E utilities.
- Waiver #5: The proposed Project requests a waiver for an alternative private two-way alley design. MGSP Figure 5-14 requires a 35-ft. wide alley with a 25-ft. right-of-way (ROW) and a 5-ft. setback on both sides, and the Project proposes a 34-ft. wide alley, consisting of a 26-ft. wide right-of-way (ROW) with 4-ft. setbacks on both sides.
- Waiver #6 involves a relief request from ODS requirements on detailed spacing requirements for planting new trees and shrubs along shared property lines and side/rear setbacks. The Project will exceed the number of required new trees to be planted onsite via Tree Removal Permit No. TR24-0018 but cannot meet all spacing and distancing requirements due to site constraints, and is partially related to Waivers #4 and #7 as no trees will be able to be planted along the rear setback of the property adjacent to I-880 due to an existing PG&E overhead powerline easement.
- Waiver #9: The Applicant requests a waiver from ODS Section 4.1.3.6 as the Project's design was unable to have one common space area meeting the minimum dimension of 40 ft. by 40 ft. due to site constraints but will still meet all other MGSP requirements for private and common open space.
- Waiver #10: The Project requests a waiver from the Zoning Ordinance requirement for minimum parallel parking stall dimensions (10' wide by 22' depth). The Project proposes outdoor surface parking stalls along alleys that are approximately 9'wide by 20-22' depth.

Affordable Housing Ordinance

According to MMC Section XII-1-3.00 of the City's Affordable Housing Ordinance (AHO), the Applicant must reserve fifteen percent (15%) of the total number of dwelling units within the development as affordable units, resulting in 20.1 units for the Project. The Applicant proposes to meet the City's affordable housing requirement by reserving 20 of the 134 units on-site for moderate-income households. However, the AHO states if the 15% 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 the remainder of the fractional unit or provide another BMR unit. The Applicant will pay for the remaining 0.1 fractional in-lieu payment calculated at the time of building permit issuance.

The City's Office of Housing reviewed the proposed Project for compliance with the City's AHO, and has included conditions of approval for the Applicant to complete post-entitlement during the building permit review phase, including executing an agreement imposing appropriate ownership controls on the affordable units and payment of the in-lieu fee for the fractional unit of the 15

percent calculation. The Applicant has agreed to distribute the 20 BMR units between the three unit types as shown in Table 6 with eight BMR units of Unit Types 1 and 2 and four BMR units of Unit Type 3. Refer to Sheet G-007 of the Project Plans (Attachment D) for the proposed BMR distribution placement among the 24 residential buildings.

Table 6: Proposed Project Unit Type and Affordable Unit Distribution

Unit Type	Total S.F. Per Unit	Moderate BMR Units*	Market Rate Units	Total Units (% Unit Mix)
Unit Type 1 (3 bed/3 bath)	1,326 S.F. Habitable Space with 477 S.F. Private Tandem Garage Total Net S.F.: 1,803	8	47	53 Units (41%)
Unit Type 2 (3 bed/3 bath)	1,710 S.F. Habitable Space with 442 S.F. Private Side by Side Garage Total Net S.F.: 2,152	8	47	53 Units (41%)
Unit Type 3 (4 bed/4 bath)	2,013 S.F. Habitable Space with 449 S.F. Private Side by Side Garage Total Net S.F.: 2,462	4	20	24 Units (18%)

* Required Affordable Unit Type Distribution per City's Affordable Housing Ordinance.

Housing Element

While the Project with its proposed 134 units would result in fewer units to be built on the Project site than the potential maximum site capacity anticipated in the Housing Element Sites Inventory (202 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. The Milpitas 2023-2031 Housing Element identified a total capacity of 9,397 units, which exceeds Milpitas' RHNA obligation of 6,713 units by 2,684 units. Although the Project would result in the loss of 68 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 each income category. Moreover, any reduction of units was appropriately considered during the City's approval of the Gateway-Main Street Specific Plan, the City at that time made all required findings for the adoption of the applicable zoning, including those findings required by the No Net Loss Law, and no further findings are required at this time. Those findings and analysis are incorporated herein by this reference.

Subdivision Ordinance

The Project's form, content, and dedications of the proposed tentative map have been reviewed by the City's Public Works Land Development Division and deemed consistent with the provisions of MMC Section XI-1-4 (Tentative Maps), as outlined in Resolution No. 26-009. Tentative Maps

require approval by Resolution by the Planning Commission that recommends final approval or denial by the City Council.

Site & Architectural Design

The Project's design concept for the future residential development includes a modern Spanish architectural theme. All 24 three-story residential buildings and the one-story clubhouse building will be built within the GW-MU zoning district height limits. The design of buildings incorporates varied rooflines, balconies, and projections to add visual interest, and will include a mix of window sizes, decorative trim, and roof overhangs including awnings and Juliet balconies to further reinforce the architectural style.

The overall color scheme will remain neutral and earth-toned and complements the architectural theme, and many portions of the internal circulation network will have stamped asphalt vehicular accent paving to imprint a brick or cobblestone-like pattern into the pavement in line with the design concept.

The Project's modern Spanish architectural design includes the following design accents and materials:

- Roof: Tile Roofs in two deep orange/red colors – Eagle Blend and Antigua Spanish
- Exterior: Stucco Finish with two white/beige paint finishes with brown/wood-like balcony base color and trims
- Trim/Accents: Balcony metal railing – dark gray, accent bronze vinyl window trim, accent colors in brown / wood-like finishes, accent mosaic tile, decorative patterned metal screens, stained wood trellis to match medium brown tones
- Entry Door: Wood-like finish
- Garage Door: Steel Garage Door with Wood-like finish

One elevation of the Project is shown in Figure 3 and other massing, site plans, proposed colors and materials, and other elevations are included in the Project Plans (Attachment D). The front of each entry unit along the publicly accessible pathways will also include a wood trellis with new landscaping and trees planted along both sides of the new walkways to enhance the pedestrian experience and streetscape design.

Figure 3 – Proposed Project's 4-Plex Building Front and Rear Elevations

Tree Removal and Landscaping

The Project includes removal of 115 ordinance sized trees and the removal of 16 smaller non-ordinance sized trees, shrubs, and other vegetation from the site and will retain seven onsite ordinance-sized trees. Pursuant to MMC Title X, Chapter 2 (Tree Maintenance and Protection), the Project must plant a minimum of two replacement trees for every one ordinance sized tree that is removed, and requires approval Tree Removal Permit No. TR24-0018 by the City's Public Works Department with replacement trees determined by the Planning Director or designee. The Project will plant 341 new trees on the same site to increase the overall site canopy, with species chosen from the City's MGSP and ODS recommended lists. Seven (7) ordinance sized-trees will be retained onsite, bringing the total number of proposed onsite trees to 348. Additional new landscaping improvements to complement the new tree planting include installation of various native and drought-tolerant plants with a collection of shrubs, grasses, perennials, and groundcovers with a new efficient irrigation system is detailed in the landscaping sheets of the Project Plans (Attachment D).

Private and Common Outdoor Open Space

Per the MGSP, private development with over six units requires private open space with a minimum of 40-square feet per unit and must have a minimum dimension of 5-feet in all directions. The Project proposes each unit with its own private ground level porch or patio meeting the minimum dimensional and size requirements, with some units also having a private upper balcony deck. The proposed Project will exceed the private open space requirements of 5,360-square feet by providing a total of 13,967-square feet of open space (12,501-square feet within private patios/porches and 1,466-square feet in upper decks).

The MGSP requires common outdoor open space for the Project to be a minimum of 60-square feet per unit, with the minimum area of 1,000-square feet and having a dimension of at least 40-feet by 25-feet. The proposed Project requires a total of 8,040-square feet and will provide approximately 9,974-square feet of code compliant common open space, with three common outdoor open space pocket parks located along the greenway path with various amenities.

The common open space areas will be publicly accessible but will be privately owned and maintained by the future residents of the subdivision and are not proposed to be dedicated as public parkland to the City in the subdivision map. Additionally, a small dog park with turf and concrete paving will be provided in the top left corner of the Project site.

Public Parkland Dedication or In-Lieu Payment Requirements

The MGSP requires all new developments to provide 3.5 acres of parkland for every 1,000 persons or payment of park in-lieu fees, as allowed by MMC Section XI-1-9 (*Improvements: Dedication of Land or Payment of Fee or Both, for Recreational Purposes*). The Parkland Fee is based upon the estimated number of persons expected to reside in the development (per U.S. Census definitions) and the estimated value of parkland in the City (currently $2,787,840 per acre).

In the MGSP at least, two (2) of every three and a half (3 ½) acres (57.4%) shall be provided as public parkland. The remaining acreage can be provided as private parkland (42.6%). Estimates from the U.S. Census show 2.49 people will occupy each unit for multi-family developments with 5 units or more. The Project proposes 134 units, resulting in an estimated population of 334 persons and a total parkland requirement of 1.17 acres, equivalent to approximately $3,255,667.43. The Applicant will receive a credit of 0.23 acres out of the maximum 0.5-acre allowance of private

parkland they will be providing onsite with the three pocket park areas as described in the aforementioned section. Therefore, the City has determined the Applicant must pay for a total of 0.94 acres, or $2,615,664.30 to satisfy the MGSP parkland requirement. A full analysis for the parkland requirement is demonstrated in Table 7 below.

Table 7: Project MGSP Parkland Requirements Analysis

Sobrato Townhomes Proposed	134
Sobrato Townhomes Population Estimate (2.49 persons/unit per Census)	334 persons
MGSP Parkland Requirement	3.5 acres/1,000 people or equivalent fees-in-lieu
Total Parkland Acreage or In-Lieu Fee Required	1.17 acres / $3,255,667.43
Total Required Amount Satisfied Through Dedicating Public Parkland to the City or payment of Park-In Lieu Fees (Acreage/Dollars)	1.17 acres x 57.4% = 0.67 acres / $1,855,730.44
Remaining Max. Parkland Acreage Allowed as Private Common Open Space	**1.17 acres x 42.6% = 0.50 acres**
Total Private Common Open Space Proposed in Project	0.23 acres
Project's Net Additional Requirement of Parkland Acreage	0.27 acres
Balance of Parkland Acreage or In-Lieu Fee Due	**0.94 acres / $2,615,664.30**

Access, Circulation, and Parking

The Project has two points of access from the public right-of-way. The first is via a cul-de-sac to Valley Way on the eastern edge of the Project site, which would act as the main ingress/egress to the site. This frontage would contain three driveways on the cul-de-sac bulb and a public sidewalk, which would be rebuilt as part of the Project. The second point of access is via a short segment of Valley Way to the north of the Project site which would act solely as an emergency vehicle access (EVA) point, outfitted with a new driveway and removable bollards. Non-emergency vehicle access to the Project site, such as residents and guests, would be provided from Valley Way at the cu-de-sac and connect to internal private streets.

An internal private street and alley grid will provide access to 134 private residential garages to fit two cars in a tandem or side-by-side configuration with a total of 268 covered vehicle spaces. In addition, 60 guest parking spaces will be provided around the private streets and alleys as uncovered surface parking stalls. Additionally, each unit's private garage provides one long-term bicycle parking space, totaling 134 long-term spaces with 12 short-term bike stalls provided outdoors.

Traffic and Transportation

The City's 2022 Transportation Analysis (TA) Guidelines contains thresholds on assessing when projects may require a Vehicle Miles Traveled (VMT) study pursuant to CEQA and when a

separate requirement for a transportation operation analysis (TOA) are needed for projects to address transportation deficiencies and conform to the Santa Clara County Congestion Management Program. A Project-specific VMT study was not required as the Project did not meet the screening thresholds to require a separate report, and was analyzed within build out projections in the MGSP SEIR and as summarized in Section 3.17, Transportation, of the Project's CEQA exemption checklist (Attachment B).

A Project-specific TOA Report (Attachment G) was prepared and reviewed in consultation with the City's Transportation and Traffic Engineering staff demonstrating the Project's anticipated traffic generation can be accommodated by the existing street network. The City's 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 will adequately serve the development.

Utilities

The Project site is located in an urban area and is currently served by existing utilities, including water, sanitary sewer, storm drainage, electricity, and telecommunications infrastructure. All public utilities will be provided to the Project site with the proposed improvements coordinated under the purview of the City's Engineering Division within the Public Works Department. The proposed Project improvements to infrastructure include new water, sewer, and stormwater mains and laterals. Additional details regarding the proposed infrastructure improvements are shown on the civil sheets of the Project plans.

Climate Action Plan

The City of Milpitas Climate Action Plan (CAP) was adopted in 2013 and updated in 2022, and included Greenhouse Gas (GHG) reduction goals, policies, and actions for new and existing development projects. The Project would follow these goals and policies by locating future residents near public transportation, jobs, restaurants, and services. In addition, the Project would incorporate green building measures in compliance with CAL Green standard building measures for residential buildings and Title 24 requirements to reduce energy usage as further assessed by the Office of Building Safety during the building permit review phase. The proposed Project's CAP Checklist is included as an appendix in Attachment C.

Development Fees

The Project was submitted under SB 330 with a preliminary application review period from January 7 to February 6, 2026, and will be subject to the FY 24-25 fee rates unless meeting an exempt fee as detailed in the state law[3]. The Project is subject to the following impact fees and has been conditionally approved to require:

Parkland Impact Fee
The requirements are detailed above in the Public Parkland Dedication or In-Lieu Payment Requirements section and in Table 7 per MMC Section XI-1-9. The Applicant will pay the estimated $2,615,664.30 park in-lieu fee prior to issuance of the final certificate of occupancy.

[3] The Citywide fee study update for FY 25-26 became effective on February 14, 2026 after the Project's SB 330 preliminary application period was complete. Therefore, the Project will be subject to the City's FY 24-25 fee schedule unless meeting an SB 330 exemption.

Public Art Fee
The Project will comply with the City's Public Art Requirements for Private Development, as set forth in MMC Section XI-14. This fee is currently set at one-half of one percent of building development costs. The proposed Project will pay the fee based on the construction valuation of each building permit.

Affordable Housing Impact Fee
The Project will comply with the City's Affordable Housing Ordinance, as set forth in MMC Section XII-1-3.00 which requires a minimum of 15 percent of the total units to be dedicated as affordable units or 20.1 units for the Project. The Applicant will be designating 20 for-sale on-site affordable units for moderate-income households, The Applicant will be required to pay an in-lieu fee for the remaining 0.1 unit, which is calculated at building permit issuance.

Engineering Division Impact Fees
The Applicant will have to pay for any necessary utility connection fees as required by the City's Engineering Division and detailed in the attached Conditions of Approval as applicable, including but not limited to water, sewer, and wastewater treatment. The Applicant will also have to contribute to the Calaveras Boulevard Widening Traffic Impact Fee pursuant to Resolution No. 7894.

FINDINGS FOR APPROVAL

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.

Site Development Permit Findings
To approve the Site Development Permit, the following findings must be made pursuant to ***(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 the Zoning Ordinance.

The proposed Project is generally consistent with the Milpitas Zoning Ordinance per MMC XIII-B.14, Gateway-Main St. Specific Plan Area as demonstrated in Table 4 of the staff report. The proposed Project meets its applicable section of the Gateway Mixed-Use (GW-MU) zoning district purpose statement as described in MMC XIII-B.14.010(D) as "… transitioning to a neighborhood-oriented residential focus to the north…" as it will be located in the northwest corner of the Gateway District MGSP boundary, and will be accessible off of Valley Way from S. Abbott Avenue and Calaveras Boulevard.

The Project also conforms to MMC Section XIII-C.12 (Density Bonus for Affordable Housing Developments). Where exceptions to the GW-MU standards are needed including to the MGSP ODS, Citywide ODS, and Zoning Ordinance, the Applicant has requested 11 waivers and one (1) concession under the State Density Bonus Law (Gov. Code §§ 65915 *et seq*.). The requested waivers and concession exception will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard and the financial feasibility of constructing the Project.

Furthermore, the Project site was identified as a Rezone Site in the City's 2023-2031 Housing Element cycle and thus was envisioned for housing.

Furthermore, the proposed Project complies with MMC XIII-C.2.030(A) Affordable Housing, as the Applicant will comply with the City's affordable housing requirements pursuant to MMC XII-1 (Affordable Housing Ordinance) by dedicating 20 out of the 134 proposed townhome condominium units for moderate-income families, meeting the minimum 15% requirement pursuant to the City's AHO. The Office of Housing reviewed the proposed Project and has conditionally approved the Project, and will coordinate further with the Applicant during the building permit phase, including the executing the affordable housing agreement, collection of the partial fractional affordable in-lieu fee, and reaffirming the distribution of affordable units on the site.

1b. The proposed use and project are consistent with the goals and policies of the General Plan:

The proposed Project's use as a multi-family residential development within the Milpitas Gateway-Main Street Specific Plan (MGSP) is consistent with the goals and policies of the City's General Plan 2040. The General Plan 2040 description of MGSP notes that "a variety of uses are allowed in this designation, including entertainment, retail, commercial, residential, civic, cultural, office, and high-density mixed use residential in a compact, walkable, and unique centralized setting." The residential Project fits this description and new residents in the immediate area will be able to walk or use other multimodal modes to access nearby adjacent commercial, retail, entertainment, and other related uses as there are several multi-tenant commercial plazas in the vicinity.

In addition, as shown in Table 2 of the staff report, the Project complies with General Plan policies LU 1-4, LU 2-1, LU 5-1, and LU 5-3. The Project will provide 134 new condominium townhome units, 20 of which will be affordable units at moderate-income and 14 of which will be ADA accessible, thereby contributing to the existing housing mix in the surrounding area. The Project is also consistent with the MGSP goals and policies, is compatible in scale and design with the existing neighborhood, will be well-integrated with adjacent developments, and will improve vehicular and pedestrian connectivity in the surrounding area.

1c. The project will not be detrimental to public health, safety, and general welfare:

As part of the City's standard development review process, projects such as this scale for a new multi-family residential development are routed to several City Departments including but not limited to the Planning Department, Police Department, Office of Building, Fire Prevention, and the Engineering Division within the Department of Public Works. Each Department reviews the proposed Project for conformance to applicable adopted codes, regulations, and other requirements under their respective purview to try and identify any major public health, safety, and general welfare concerns. The Applicant must address and revise the proposed Project's plans and/or other materials as part of the application until such issue is corrected to no longer be detrimental to public health, safety,

and general welfare. Furthermore, the Project-specific CEQA Environmental Checklist did not identify any detrimental public health, safety, or general welfare concerns.

1d. The proposed project is in compliance with the provisions of California Environmental Quality Act (CEQA):

As a Lead Agency, the City has determined the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182 and created Environmental Assessment No. EA24-0003 to verify consistency with CEQA. CEQA Guidelines Section 15182 states that projects in conformity with a specific plan that has a certified Environmental Impact Report (EIR) are exempt from CEQA, provided the project results in none of the conditions described in CEQA Guidelines Section 15162. The City prepared an Environmental Checklist for the Project to evaluate its consistency with the Gateway-Main Street Specific Plan Subsequent Environmental Impact Report (State Clearinghouse No. 2024070432), which demonstrates the Project would result in none of the conditions in CEQA Guidelines Section 15162. The Project-specific Environmental Checklist and the supporting technical reports are included as Attachments B and C to the staff report.

2a. The proposed use and Project are consistent with the goals and policies of any Specific Plan, if applicable:

The MGSP also was initiated in 2021 and anticipated that the Project site would be analyzed as part of the future Gateway District of the MGSP. The Project site was annexed into the MGSP boundaries with a rezone and general plan amendment to allow for residential uses in late October 2025 as the former General Commercial zoning and land use designation does not allow for any residential development. The proposed Project meets the GW-MU density requirements at 19 dwelling units/acre where the range requires 18-65 dwelling units/acre. The Project would reaffirm the Gateway-Main Street Specific Plan Guiding Principle and the Gateway District Vision per MGSP Section 2.5. The Project will also improve the mobility network as desired by the MGSP and complete the vision in MGSP Figure 3-6 by connecting a new greenway, perimeter alleyways, and proper setbacks from the freeway side and meets the daylight plane and height requirements in consideration of the existing single-family residences to the north. With approval of the Applicant's SDBL requests for 10 waivers and one concession, the Project will be consistent with the MGSP.

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:

As the Applicant invoked SB 330 and the SDBL, the Applicant team was still required to provide documentation to the City on the proposed Project's compliance with not only the MGSP ODS but the Citywide ODS in separate checklists, and also must identify a consolidated list of SDBL requests for waivers and concessions for streamlining considerations. The Applicant provided all the aforementioned requested documents and for the Citywide ODS, was required to explain how any such proposed design elements in the Project were meeting the intent of such objective standard. The proposed Project generally meets the intent of several adopted objective design standards including having

building entries front publicly accessible pathways, include varying rooflines and façade articulation details, 2-inch recessed windows and Juliet awnings along the building's frontages, a consistent contemporary Spanish style theme throughout the site, use of native, drought tolerant plant species as recommended in the MGSP and ODS, meets the daylight plane and complies with transitions to single-family residential neighborhoods per MGSP Sec. 4.1.3.A and meets the minimum setback distance requirements of being adjacent to a freeway per MGSP Sec. 4.1.3.B. Additionally, the Project will meet the utility and rooftop / at grade screening requirements, proposes to use operable vinyl windows for bird safety and glazing, and utilize high quality materials such as steel garage doors in a wood like finish and accent tiles and trims. With approval of the Applicant's SDBL requests for 10 waivers and one concession, the Project will be consistent with the Citywide and MGSP ODS.

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 and was similarly described in the Site Development Permit Finding 2b.

Vesting Tentative Map

To approve the Major Vesting Tentative Subdivision Map, the following findings must be made pursuant to MMC Section XI-1-20.01:

1. *The tentative subdivision map is consistent with the General Plan.*

The General Plan designation for the Project site references the Milpitas Gateway-Main Street Specific Plan (MGSP). The MGSP sets for the types, locations, and intensities of land uses to be accommodated within the MGSP area, with its purpose to create an economically-viable main street type development that serves as a cultural hub of the City, and supports a variety of uses including entertainment, retail, commercial, residential, civic, cultural, office, and high-density mixed use residential in a compact, walkable, and unique centralized setting. The General Plan defers to the MGSP document for all development standards including density ranges. The MGSP identified the Project site to be in the Gateway District and is zoned Gateway-Mixed Use (GW-MU). The intent of this designation is to provide a compatible mix of land uses with residential density proposals at a range of 18-65 dwelling units/acre. As this Project proposes 19 dwelling units/acre, it is consistent with both the intended land use of the General Plan and the MGSP and the relevant density requirement. In addition, the City's 2023-2031 Housing Element identified the Project site as a Rezone Site. As such, the Project site has been incorporated into projections for affordable housing opportunities. The tentative subdivision map is necessary for the proposed multi-family residential Project, and would allow three lots to combine into one lot to establish the condominium areas, common areas, and easements to facilitate a new compact, walkable development with several on- and off-site public improvements that have been conditionally approved under the purview of the City's Public Works Land Development Division to improve the City's infrastructure and mobility network with modern standards on the Project site which has not been improved since the 1970s.

Furthermore, as shown in Tables 2 and 3 in the staff report, the Project complies with General Plan policies LU 1-4, LU 2-1, LU 5-1, LU 5-3, and the MGSP's Guiding Principle and MGSP Section 2.5: Gateway District Vision. Therefore, the vesting tentative map is consistent with the goals and policies of the General Plan.

2. *None of the conditions identified in California Government Code Section 66474 exist, to wit:*

   A. *The proposed map is not consistent with applicable general and specific plans as specified in Government Code Section 65451.*

      As outlined above, the Project site includes the development of 134 residential condominium units and one clubhouse amenity building at a density of 19 dwelling units per acre (du/acre) and within the MGSP. The General Plan, MGSP designations, and the GW-MU zoning district permits residential development at intensities of 18 to 65 du/acre. Therefore, the proposed Project's density is consistent with the required density range as designated in the MGSP. The City's Public Works Land Development Division reviewed the proposed map with the Planning Department and worked with the Applicant's civil engineer team from Kier+Wright on necessary revisions to the proposed map before issuing a conditional approval letter to allow the Project to proceed with public hearings for the tentative map. Therefore, the proposed map is consistent with the General Plan and MGSP.

   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 and MGSP in that it would allow for multifamily residential development with associated public improvements, which are consistent with the applicable General Plan and MGSP goals and policies as described in Tentative Map Finding 1 and identified in Tables 2 and 3 of the staff report, except for minor exceptions to design standards the Applicant has requested and is allowed pursuant to State Density Bonus Law. The Project site is located within the Gateway District of the MGSP, which includes a vision for higher-intensity development, oriented along Calaveras Boulevard, to attract and support the needs of travelers along the corridor, while offering a neighborhood-scale residential and mixed-use north Calaveras Boulevard with complete streets improvements planned along this right-of-way. The Vesting Tentative Map would allow for development that is compatible with a new residential community north of Calaveras Boulevard and would complete the MGSP's vision for the Gateway District including MGSP Figure 3-6, Gateway District Regulating Plan, and will include a new internal circulation network with a new greenway connection, improvements to the onsite and off-site sidewalks to support complete streets in the MGSP, and will be required to pay associated fees for the Calaveras Boulevard Widening Traffic Impact Fee as contributions for the future right-of-way improvements.

   C. *The site is not physically suitable for the type of development.*

The Project site is surrounded by properties designated for mixed-use development under the City's General Plan and zoned for this type of development under the MGSP and GW-MU zoning district. The proposed Project will be an infill development that has already been developed since the 1970s with a mix of five industrial/office buildings, surface parking lots, and associated infrastructure with all tenants vacated before the end of 2025, and would demolish all existing structures and add 134 condominium units and a clubhouse amenity building. In addition, the site is suitable for the proposed townhome development based on the location and physical attributes of the site and is surrounded by other types of development including retail and commercial plazas. The site is located in an urban context suitable for multifamily development and is generally flat and approximately 7.22 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 infill development and is approximately 7.22 acres in size, which is sufficient to accommodate the proposed density of development. The Vesting Tentative Map includes the necessary infrastructure improvements including utilities built up to modern code standards 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 in within a heavily urbanized area and was previously developed with five multi-tenant office buildings, surface parking lots, and infrastructure and is surrounded by a mixture of other commercial and residential development. A Project-specific CEQA environmental checklist was also prepared, which confirmed that the proposed Project 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 proposed 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 Building, Planning, Housing, Fire, Engineering, Traffic, Utilities, and Solid Waste Departments to review for such design issues and the Applicant must address all Department comments sufficiently prior to allowing the Project to be considered for public hearings to consider approval of the subdivision and improvements. 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, including a new dedicated 10-foot Public Utility Easement along the Project's frontage along

Valley Way as required per MMC X-I-8.06, Granting of Easements. Additional public improvements include utility services such as water, wastewater, storm drain, gas, electrical, and telecommunications. The Project site will also have include modern stormwater improvements pursuant to requirements of the Santa Clara Valley Urban Runoff Pollution Prevention Program and as codified per MMC XI-16-1, Stormwater and Urban Runoff Pollution Control. Pavement restoration including a minimum 2-inch grind and overlay will be provided along the Valley Way frontage up to the Abbott Avenue intersection and new sidewalks along the Valley Way cul-de-sac and infilling missing segments of the sidewalk built to the City's Engineering Standard Details with matching curbs and gutters to aid in the MGSP's vision for complete streets. Other required public improvements are detailed in the Engineering Department's "Specific Improvements" section of the conditions of approval and include new street tree wells, installation of radio-transmitting water meters with built-in antennas, and a lighting analysis on the existing streetlight conditions along Valley Way and on S. Abbott Avenue between Valley Way and W. Calaveras Boulevard to determine if any upgrades or new lighting improvements are necessary during the building permit review phase.

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 the City's Engineering Department 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. The Project will comply with MMC X-I-8.06, Granting of Easements, and include a new dedicated 10-ft. Public Utility Easement (PUE) from the Valley Way cul-de-sac. The property contains an existing 8-inch Public Water Main and associated 15-ft. Waterline Easement running through the middle of the site between the two connections to Valley Way. The water main will be abandoned and capped in place, and the associated easement will be vacated. The Project will provide a new 10-inch water line that runs through proposed Alley 1 in a looped system that will reroute and connect the existing water line along Valley Way. The proposed public water lines will be installed within the new private streets/PUE.
The existing PG&E overhead powerline easement will remain along the westerly boundary line and will not require the Applicant to underground the existing overhead transmission lines. The private streets will be covered by proposed typical 26' wide emergency vehicle access easements and typical 34' wide public service & utility easements. Additional private easement needs may be identified in further stages of design and will be recorded through separate instruments. All existing easements on-site are to be quitclaimed or vacated, unless noted otherwise. Covenants, Conditions & Restrictions (CC&R's) will be prepared to facilitate and manage the operations, maintenance and related functions of the common areas. Therefore, the proposed subdivision and relevant improvements will not conflict with easements or access to the property.

Density Bonus Permit

To qualify for a Density Bonus Permit, the following standards must be met pursuant to 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 134 townhome condominiums on a 7.22-acre lot, equaling a residential density of approximately 19 dwelling units per acre (du/ac), which meets the minimum density of 18 du/acre in the GW-MU zoning district with a maximum density of 65 du/acre in this zoning district. Therefore, the Project is within the density range as specified in the General Plan and MGSP, and will not exceed the maximum allowable base density including any other permitted increases to density.

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 allocated a total of 20 units as affordable units reserved for moderate-income households. In order to meet the City's Affordable Housing Ordinance (AHO) requirements, the affordable units will be distributed across the Project site. The three (3) unit types and distribution of the 20 affordable units are listed below. All units will be three-stories in height and include private balconies and a 2-car garage. The affordable unit locations have been identified and approved by the Office of Housing as meeting the intent of the AHO, and will reaffirm compliance with the distribution and placement of each unit during the building permit phase. and must be developed with the same specifications and appliances as the standard, market-rate units. Additionally, pursuant to XII-1-3.00 and as detailed in the Affordable Housing Ordinance section of the staff report, the Applicant will be conditioned to complete an in-lieu Housing Affordable fee for the fractional 0.1 unit resulting from the City's AHO 15 percent calculation.

   - Eight (8) Affordable Units: Unit Type 1 (3 bedroom/1,326-square feet habitable space)
   - Eight (8) Affordable Units: Unit Type 2 (3 bedroom/1,710-square feet habitable space)
   - Four (4) Affordable Units: Unit Type 3 (4 bedroom/2,013-square feet habitable space)

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 Attorney prior to the release of 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.*

   This standard is not applicable to the Project, as the Project is allocating 20 of the 134 townhome condominium units for sale at the moderate-income affordability levels. However, if the Applicant or a different Permittee may want to change the affordable levels to low- or very low-income, this standard shall apply: 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 continued affordability for moderate-income households. The agreement shall be approved by the Milpitas City Attorney 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.*

   This standard is not applicable to the proposed Project, as the Project is creating 134 townhome condominiums for sale with 20 units allocated to moderate-income BMR households, rather than for rent. Affordability provisions will be assessed on the sale of the individual townhome condominium unit.

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 10 waivers and one concession pursuant to State Density Bonus Law.

ENVIRONMENTAL REVIEW

The City conducted an environmental assessment for the proposed Project (P-EA24-0003) in accordance with the California Environmental Quality Act ("CEQA"), as amended. The City certified a Subsequent Environmental Impact Report (SEIR) for the MGSP on October 28, 2025 (State Clearinghouse No. 2024070432). The SEIR provides an assessment of the reasonably foreseeable and potentially significant adverse environmental effects of the MGSP that may occur beyond what was evaluated in the City of Milpitas 2040 General Plan EIR. The SEIR for the MGSP was prepared at the program "first-tier" level of environmental review consistent with the requirements of the California Environmental Quality Act (CEQA) (CEQA Guidelines Sections 15152 and 15168) for the overall MGSP area.

According to Section 15182 of the CEQA Guidelines, certain residential, commercial and mixed-use projects that are consistent with a specific plan adopted pursuant to Title 7, Division 1, Chapter 3, Article 8 of the Government Code are exempt from CEQA. Section 15182(c) of the CEQA Guidelines states that a residential project undertaken pursuant to and in conformity to a specific plan that included certification of an EIR are exempt from CEQA unless one of the conditions described in CEQA Guidelines Section 15162 occur as a result of the project.

The 600 Valley Way Environmental Checklist is included as Exhibit 2 of the Resolution (Attachment B) and Exhibit 3 of the Resolution (Attachment C). They include the supporting technical reports as substantial evidence for the CEQA exemption. The Project-specific checklist was prepared to provide supporting information that none of the events outlined in CEQA Guidelines Section 15162 have occurred, that the Project is consistent with Section 15182 and the MGSP SEIR. As the prepared document is considered a CEQA exemption, no public circulation of the exemption and no public comment period is required. As the Project site is within the MGSP area and as listed in the exemption document, the Project will still have relevant Conditions of Approval included as part of the Resolution (Attachment A). Therefore, the Project is exempt from the provisions of CEQA, and no further environmental review is required.

PUBLIC COMMENT/OUTREACH

Staff provided public notice of the application in accordance with City and State public noticing requirements. At the time of publishing this report, one public comment has been received. A notice was published in the Milpitas Post on May 15, 2026. In addition, notices were sent to all owners and occupants within 300-feet of the Project site. A public notice was also posted at the Project site, on the City's Website, www.milpitas.gov, and at City Hall.

The Applicant also hosted a virtual neighborhood meeting via Zoom on November 10, 2025, to provide detailed information about the Project and respond to questions from members of the community. No attendees came to the virtual neighborhood meeting; however, the Applicant has remained available for public comments and questions. A summary of the neighborhood meeting is included in Attachment H.

RECOMMENDATION

Staff recommends that the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing;
3. Consider the exemptions in accordance with CEQA; and
4. Adopt Resolution No. 26-009, recommending that the City Council approve Site Development Permit No. SD24-0005, Vesting Tentative Map MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003, subject to the Conditions of Approval.

ATTACHMENTS

A: Resolution No. 26-009, including Exhibit 1 to the Resolution: Conditions of Approval
B: Exhibit 2 to the Resolution: CEQA Exemption Environmental Checklist
C. Exhibit 3 to the Resolution: CEQA Exemption Supporting Technical Studies
D: Senate Bill 1214 (SB 1214) Project Plans
E: State Density Bonus Law Request Letter
F: MGSP and City ODS Compliance Matrix
G: Transportation Operation Analysis Report
H: Project Summary

CITY OF MILPITAS
Planning Commission

MEETING MINUTES

7:00pm
MAY 27, 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 7:00pm.

PLEDGE OF ALLEGIANCE

Commissioner Awasthi led the pledge of allegiance.

ROLL CALL

Recording Secretary Medina called the roll.

PRESENT: Chair Gupta, Vice Chair Kong, Awasthi, and Caulkins.

ABSENT: Galang, Brown, and Castillo.

STAFF: Lillian VanHua, Christopher Creech, Kristina Phung, 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 May 27, 2026.

Motion/Second Caulkins/Awasthi
Motion carried by a vote of AYES: 4 NOES: 0

APPROVAL OF THE MEETING MINUTES

By motion, approve the meeting minutes for April 22, 2026.

Motion/Second Kong/Caulkins
Motion carried by a vote of AYES: 4 NOES: 0

ANNOUNCEMENTS

No announcements.

PUBLIC FORUM

Chair Gupta invited members of the public to address the commission, and there were none.

PUBLIC HEARING

IX-1 SOBRATO RESIDENTIAL TOWNHOMES – 600 VALLEY WAY – P-SD24-0005, P-MT24-0002, P-DB24-0001, P-EA24-0003: A Site Development Permit, Vesting Tentative Map, Density Bonus Permit, and Environmental Assessment to develop a multi-family residential Project with 134-unit condominium townhomes and a 2,182-square-foot one-story clubhouse. The application was submitted under California Senate Bill 330 (Housing Crisis Act of 2019) and will consist of 24 three-story, multi-family residential buildings approximately 38-feet in height (up to a maximum height of 45-feet to the top of the highest architectural element) with 268 resident vehicle parking stalls, 60 outdoor surface level guest parking stalls, landscaping, and associated site improvements on a 7.22-acre site located within the Gateway-Mixed Use (GW-MU) Zoning District in the Milpitas Gateway-Main Street Specific Plan area at 600 Valley Way. As a Lead Agency, the City has determined the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to

CEQA Guidelines Section 15182. CEQA Guidelines Section 15182 states that projects in conformity with a specific plan that has a certified Environmental Impact Report (EIR) are exempt from CEQA, provided the project results in none of the conditions described in CEQA Guidelines Section 15162. The City prepared an Environmental Checklist for the Project to evaluate its consistency with the Gateway-Main Street Specific Plan Subsequent Environmental Impact Report (State Clearinghouse No. 2024070432), which demonstrates the Project would result in none of the conditions in CEQA Guidelines Section 15162.

(55:02) Project Planner Kristina Phung and applicant team addressed commissioners' clarifying questions related to the following:

- Proposed modifications to the Conditions of Approval;
- The location and operation of the project's trash enclosure;
- Resident concerns regarding landscaping and replacement trees along adjacent residential property lines;
- Emergency vehicle access and internal site circulation;
- Proposed pedestrian paseo improvements;
- Landscaping and screening adjacent to Interstate 880;
- Electric vehicle charging infrastructure;
- Project density and consistency with the Gateway Specific Plan;
- Air quality, noise, traffic, school impacts, and overall residential livability;
- Guest parking provisions;
- Relocation assistance provided to existing nonprofit tenants occupying the site.

The applicant and staff responded to Commissioner questions and provided additional information regarding site constraints, density bonus waivers, environmental review, parking requirements, valet trash service operations, utility limitations, traffic analysis, school district coordination, and project design considerations.

Staff added that only a clerical correction to Condition of Approval No. 76 was recommended for approval. Staff did not recommend approval of the applicant's remaining proposed revisions related to State Housing Law language, indemnification provisions, and automatic permit extensions during emergencies, citing legal and procedural concerns.

Chair Gupta opened the public hearing.

Harshad Patel, an adjacent property owner, spoke regarding concerns related to the proposed trash enclosure location adjacent to neighboring residential properties and a daycare operation. Concerns included odors, pests, litter, and potential impacts to children. Mr. Patel requested that the trash enclosure be relocated farther from residential property lines.

A second speaker, Mrs. Patel, expressed concerns regarding existing and proposed trees adjacent to the property line. Concerns included maintenance issues, falling pine needles, and potential impacts to children using the daycare facility. She requested consideration of relocating or modifying the proposed trees.

The applicant acknowledged the concerns and stated that additional evaluation would occur regarding tree placement and other design considerations while maintaining compliance with applicable City requirements.

No additional speakers came forward.

Chair Gupta closed the public hearing.

Commissioners discussed the testimony received and generally expressed support for the project while encouraging continued coordination between the applicant, City staff, and neighboring residents regarding:

- The proposed trash enclosure location;
- Potential relocation or modification of trees adjacent to neighboring properties;
- Clarification of the applicant's requested Conditions of Approval revisions prior to City Council consideration.

Commissioners also acknowledged the project's contribution to the City's housing goals and recognized the applicant's efforts to assist nonprofit tenants with relocation.

Recommendations:

Motion No. 1 - Staff recommends that the Planning Commission open and close the public hearing, consider the Project's CEQA exemption pursuant to conformity with the Gateway-Main Street Specific Plan Subsequent Environmental Impact Report (SCH No. 2024070432) in accordance with CEQA Guidelines Sections 15162 and 15182, and adopt Resolution No. 26-009, recommending that the City Council approve Site Development Permit No. SD24-0005, Vesting Tentative Map No. MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003, subject to the findings and Conditions of Approval. * *including the clerical revision to Condition of Approval No. 76 and the photometric analysis revision discussed by staff.*

Motion/Second Caulkins/Kong
Motion carried by a vote of AYES: 4 NOES: 0

Motion No. 2 - Chair Gupta moved that the Planning Commission's recommendations be forwarded to the City Council and reflected in the meeting record, including:

1. The applicant work with staff and provide additional information demonstrating why the proposed trash enclosure location is necessary and whether alternative locations would physically preclude development at the density permitted under State Density Bonus Law;
2. The applicant work with the Public Works Department regarding evaluation of the four trees discussed during the public hearing and determine whether removal or relocation is feasible and consistent with City requirements;
3. The applicant continue coordinating with City staff and the City Attorney's Office regarding the three proposed Conditions of Approval revisions not recommended by staff and provide any additional factual basis or supporting information prior to City Council consideration.

Motion/Second Gupta/Caulkins
Motion carried by a vote of AYES: 4 NOES: 0

NEW BUSINESS

Commissioner Caulkins noted that correspondence received for the meeting had been addressed to Commissioners using their City-issued Milpitas.gov email addresses and inquired about access to those accounts.

Staff explained that the City-issued email addresses are currently used for calendaring purposes only, as Commissioners' calendars are publicly accessible. Staff noted that the accounts are not presently intended for general email communication.

A Commissioner commented that City staff had previously sent emails to the City-issued address and expressed concern about not receiving those communications. Staff acknowledged the concern and stated that the matter would be discussed with the

Information Technology Director to determine whether additional access options should be considered moving forward.

No further new business was discussed.

ADJOURNMENT Chair Gupta adjourned the meeting at 8:53 pm

Meeting Minutes submitted by
Planning Commission Secretary Elizabeth Medina

600 VALLEY WAY

600 VALLEY WAY, MILPITAS, CA 95035

PLANNING SUBMITTAL #4

3/17/2026

PROJECT TEAM

The SOBRATO Organization

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STUDIO T SQUARE

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: Planning
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600 VALLEY WAY
600 VALLEY WAY, MILPITAS, CA 95035

THE SOBRATO ORGANIZATION
599 CASTRO STREET SUITE 400, MOUNTAIN VIEW, CA 94041

Sheet Title:
TITLE SHEET

Job No. 22029
Date: 3/17/2026
Scale:
Drawn By: Author

Sheet No:
G-000

PROJECT INFORMATION

ADDRESS:	602, 538, 461 VALLEY WAY, MILPITAS, CA
SITE AREA:	+/- 7.22 ACRES
ASSESSOR'S PARCEL NUMBER:	2228025, 2228024, 2228022
GENERAL PLAN LAND USE:	MGSP (MILPITAS GATEWAY-MAIN STREET SPECIFIC PLAN)
CURRENT ZONING DESIGNATION:	GW-MU (GATEWAY MIXED-USE)
PROPOSED USE:	RESIDENTIAL
PROPOSED TOTAL UNITS:	134 UNITS
PROPOSED DENSITY:	19 DU/AC (18-65 DU/AC PER MGSP, TABLE 3-2)
PROPOSED FAR:	0.98 FAR* (2.0 MAXIMUM PER MGSP, TABLE 3-2)
PROPOSED BUILDING HEIGHT:	38' TO TOP OF ROOF 45' TO THE TALLEST ELEMENT(65'-0" MAXIMUM PER MGSP, TABLE 3-2)
PROPOSED NUMBER OF STORIES:	3 (5 MAXIMUM PER MGSP, TABLE 3-2)

*FLOOR AREA IS CALULATED TO THE EXTERIOR FACE OF THE BUILDING PER MILPITAS CZO CHAPTER A.6.070
*FLOOR AREA RATIO (FAR) IS CALCULATED BY THE TOTAL FLOOR AREA OUTLINED IN MILPITAS CZO CHAPTER E-2

SITE ZONING SUMMARY

CURRENT

	DESIGNATION	DENSITY
GENERAL PLAN	MGSP (MILPITAS GATEWAY-MAIN STREET SPECIFIC PLAN)	N/A
ZONING	GW-MU (GATEWAY MIXED-USE)	18-65 DU/AC

PROJECT APPLIED

	DESIGNATION	DENSITY
GENERAL PLAN	MGSP (MILPITAS GATEWAY-MAIN STREET SPECIFIC PLAN)	N/A
ZONING	GW-MU (GATEWAY MIXED-USE)	18-65 DU/AC

No General Plan Amendment; No Zoning Amendment

DEVELOPMENT PROGRAM

PARCEL	AREA (AC)	UNIT COUNT (DU)	DENSITY (DU/AC)
LOT A - TOWNHOMES & CLUBHOUSE	7.22	134	19

VICINITY MAP

PROJECT DESCRIPTION

1. Project Location
The 600 Valley Way project (Project) is located at 602, 538, and 461 Valley Way in Milpitas, CA (Project Site), situated in the western portion of the City of Milpitas. The Project Site (Assessor Parcel Numbers (APNs) 222-80-25, 222-80-24, 222-80-22) comprises approximately 7.22 acres. It is bounded by existing residential uses to the north, commercial to the east, Freeway I-880 to the west, and the I-880 freeway on-ramp to the south.

2. Application and Approval Setting
The site is located within the Milpitas Gateway–Main Street Specific Plan (MGSP) area, which has been approved at Planning Commission on 9/24 and City Council on 10/28 and is expected to be adopted in Winter 2025. The MGSP designates the site as GW-MU (Gateway Mixed-Use) Zone with 18-65 du/ac residential density. Additionally, the site is identified as a "Rezone Site" for housing development in the recently adopted 2023–2031 Housing Element of the City of Milpitas.

3. Existing Site Conditions and Tenants
The site is generally flat and currently contains two 2-story office buildings and three single story multi-tenant industrial buildings totaling approximately 109,775 square feet. The property is owned by the Silicon Valley Community Foundation (SVCF), who operates the space as the Sobrato Non-Profit Center.

The proposed private development project involves demolition of all existing buildings. All tenants vacated the buildings as of 12/31/2025. Previously, the building was roughly 56% occupied with the prior tenants on month-to-month leases for some time. The physical occupancy on average is likely lower, as a significant portion of the tenants conduct most of their operations offsite and do not rely solely on this space for their daily operations. SVCF elected to re-entitle the property for housing as the post-COVID paradigm shift to work from home led to a decline in occupancy, and the buildings were nearing the end of their useful life.

Over the past several years, the team conducted extensive on-the-ground outreach with the existing tenants through in-person presentations, formal communications via email, and one-on-one meetings with agency leadership to ensure alignment with the sunsetting of the center and provide ample notice of future plans. Onsite staff continue to communicate with tenants to assist with relocation ahead of their leases expiring in December 2025. See "Public Outreach" section for more detail.

4. Development Program
The project proposes demolishing the existing two office buildings and three multi-tenant industrial buildings and constructing 24 new three-story townhome buildings and one one-story clubhouse, totaling approximately 307,102 square feet of gross floor area (GFA) and 134 units, including 14 adaptable units. Building GFA and unit types are shown on Sheet G-001. Of the 134 townhomes, 15%, or 20 units, will be offered as below-market-rate (BMR) ownership units at the moderate-income level. The remaining 114 units will be market-rate ownership units. The BMR allocations are shown on Sheet G-006.

Publicly accessible main pedestrian walkways are centrally located on the site to provide connectivity within the development and to the surrounding neighborhood, as described in the "Open Space & Landscape Design" section below. Additionally, the clubhouse and surrounding outdoor spaces provide gathering areas for residents.

5. Regulatory Compliance
This plan is consistent with the MGSP vision for the Gateway District by providing new housing, open spaces, and pedestrian-friendly connections to the surrounding area. The design aligns with the intent of MGSP development standards, complying with the intensity and scale standards. The proposed density of 19 dwelling units per acre (du/ac) complies with the MGSP GW-MU (Gateway Mixed-Use) density range of 18–65 du/ac. The proposed Floor Area Ratio (FAR) of 0.98 also complies with the MGSP GW-MU maximum allowed FAR of 2.0. The project includes 24 three-story townhome buildings and a one-story clubhouse, all within the MGSP GW-MU maximum height limit of five stories. The proposed building height is 38 feet to the top of the roof and 45 feet to the tallest architectural element, meeting the MGSP GW-MU maximum allowed height of 65 feet. See Table on G-001 for more detail.

Per MGSP Table 3-6 GW-MU setback requirements and MGSP Section 3.5 measurement standards, all buildings comply with setback requirements, except for Buildings 16, 18, and 24 exceed the maximum front setback due to the City's 10-foot PUE requirement around the cul-de-sac on Valley Way See. Also, the trash enclosure at the north edge does not meet the min. 5 feet setback requirement. See Sheets A-110 through A-130 site plans for setback dimensions for each level.

Other than the setback not complying, the design of the trash enclosure complies with CZO C.2.120 standards. It will be constructed with masonry walls, a solid metal gate, and a tile roof (see Sheets A-480 and A-500). The colors and materials complement those of the proposed buildings. All trash containers, compactors, and related equipment are fully contained and screened within the enclosure (see Sheet TR.03). Trees and landscaping are planted around the enclosure to further minimize visual impact (see Sheet A-280).

Transitions to Single-Family Residential Neighborhoods: The proposed buildings and trash enclosure comply with MGSP Section 4.1.3A and ODS 3.9.1. See Sheet A-300, A-450, A-480 for daylight plane compliance.

6. Waiver & Concession
The project generally complies with MGSP, ODS , and CZO standards. However, due to site constraints and other practical limitations, certain design features do not fully meet these standards. The compliance tables detailing all MGSP, ODS , CZO standards pertaining to the project is depicted on G-006 compliance tables (also submitted as a separate file) and ODS Checklist. Pursuant to the State Density Bonus Law, because the project provides 15% of BMR units, the applicant is requesting 10 waivers and 1 concession are requested for those deviations as listed below. Right to modify waivers or concessions reserved. See SDB letter for more details.

7. Vehicular Access and Parking
Three entrances at the Valley Way cul-de-sac provide vehicle access to the site and connect to private internal streets without impacting the surrounding residential areas. Emergency vehicle access (EVA) will be available via the site's main entrance on Valley Way and a secondary EVA via a short segment of Valley Way to the north facilitated by removable bollard control mechanisms. See Sheet G-004 for Circulation plan. A total of 268 resident parking spaces will be provided through private garages. The townhomes are "tuck-under" style and include a private, two car garage per unit. The garages are accessed via the site's internal street network. The project provides 60 outdoor guest parking spaces, meeting MGSP minimum parking ratio requirements. All parking complies with City Reach Code mandates: each private 2-car garage includes one Level 2 EV Ready stall and one Level 1 EV Ready stall. For outdoor guest parking, 25% of stalls will be EVCS with Level 2 infrastructure, and 75% will be Low Power Level 2 EV Ready. Each unit's private garage provides one long-term bike parking space, totaling 134 long-term spaces for the project. 12 short-term bike spaces are provided outdoors. Both long- and short-term bike parking spaces meet MGSP and CZO requirements. See Sheet G-002 parking summary table for more detail.

8. Site Improvements & Vesting Tentative Map
The project will demolish approximately 109,775 square feet of the existing five buildings and 147,000 square feet of the existing parking lot. The new development will consist of approximately 307,102 sf of new residential construction in the form of 134 townhome units and a clubhouse. New private alleys will be serving the development.

The existing site contains three separate lots that shall be combined into a single lot through the mapping process. This vesting tentative map is being filed in accordance with the Subdivision Map Act Article 2, Section 66452 and Chapter 4.5, as applicable. The private streets will be covered by proposed typical 26' wide emergency vehicle access easements and typical 34' wide public service & utility easements. Additional private easement needs may be identified in further stages of design and will be recorded through separate instruments. All existing easements on-site are to be quitclaimed or vacated, unless noted otherwise. Covenants, Conditions & Restrictions (CC&R's) will be prepared to facilitate and manage the operations, maintenance and related functions of the common areas. The created lot shall be dedicated for condominium purposes. Ingress egress and private utility easements (IEE & PTUE) shall cover the common open space areas. All private drive aisles shall be covered emergency vehicle access and ingress/egress easements (EVAE & IEE.)

The property contains an existing 8" Public Water Main and associated 15' Waterline Easement running through the middle of the site between the two connections to Valley Way. The water main will be abandoned and capped in place, and the associated easement will be vacated. There shall be a new 10" water line that runs through Alley 1 in a looped system that will reroute the existing 8" water and connect to the exiting 8" water line from Valley Way north of the project and the existing 8" water line in Valley Way on the southerly side of the project, at the existing cul-de-sac. The proposed public water lines shall be installed within the new private streets/PSUE. Proposed public storm and sewer mains shall also be installed within the PSUE. The site is expected to require eight new transformers, each of which will be located within a PSUE as well.

The project utilizes stormwater treatment measures in compliance with the Santa Clara Valley Urban Runoff Pollution Prevention Plan (SCVURPPP) using Low Impact Development (LID) methods. All stormwater on the site shall be treated prior to leaving the site and entering the public system. This project is not located within a hydromodification zone, and hydromodification is not proposed as part of this development. Storm water runoff shall be collected and conveyed via the drive aisles and channeled towards the bioretention basin. Each basin has a curb cut opening to all storm water runoff to enter the bioretention basin. The bioretention basin shall clean up to a 2-year storm as required by the SCVURPPP. Any storm greater than a 2-year storm shall go into the overflow inlet, placed in every bioretention basin, which is than collected and conveyed via storm drain system and discharges to the public storm drain system within Valley Way cul-de-sac.

The project sewer system shall consist of an 8" sewer main that runs down every drive aisle. Each unit shall have a 4" sanitary sewer lateral that will connect to the 8" sewer main. Each sewer lateral shall stub to the unit on the garage side.

Each building within the project shall be served by one master meter that connects to the public water main within the drive aisles. The private system starts at the back side of the master meter, which is connected to a private back flow preventer which then feeds the individual private meters to each unit.
Each building shall be served by a 6-inch fire service line that is connected to a back flow preventer that feeds a fire sprinkler riser, including the fire department connection (FDC) and post indicator valve (PIV).

The project has two points of access from the public ROW. The first is via a cul-de-sac to Valley Way on the eastern edge of the property that will act as the main entrance to the site. This frontage will contain three driveways and a public sidewalk which shall be rebuilt as part of this development. The second point of access is via a short segment of Valley Weyt to the north which will act solely as an Emergency Vehicle access point and will be outfitted with a new driveway and removable bollards.
Based on the preliminary grading design, the site earthwork currently projects to be essentially balanced in terms of cut and fill. The maximum excavation depth for utility trenching is expected to be approximately 11' deep at the point of connection to the existing sewer main. Grading due to surface improvements is not expected to extend more than 5' deep.

The project shall consist of private drive aisles that are typically 26' in width allowing for 13' wide travel lanes in either direction. Portions of the drive aisles shall have 18' deep perpendicular parking stalls and 9' wide parallel parking adjacent to the 26' wide drive aisle. The drive aisles shall consist of standard curb and gutter on both sides of the drive aisle except the fronting of the garages. At the location of the garage driveways the standard curb and gutter shall transition to a beveled curb and gutter.

Portions of the project site are within the FEMA Flood Zone AE with 100-year flood elevations determined to be between 18-19. Based on this information the proposed building finish floor elevations have been set to be at least 1-foot above the base flood elevation.

Along the westerly boundary line there are PG&E transmission overhead lines with a 22'+/- PG&E easement. Based on the PGE green book and an email from PG&E, dated 11/5/2025, no trees or plants greater than 2' in height can be planted within the transmission line right-of-way easement. PG&E will not require the developer of the site to underground the existing overhead transmission lines.

9. Open Space & Landscape Design
The project features connected pedestrian walkways and open spaces designed to foster community and encourage walkability. A central open space spine serves as the heart of the site, offering connectivity to the adjacent single-family neighborhood and nearby commercial areas. As part of site preparation, the project prose to remove 115 protected trees and 16 smaller trees, shrubs, and other vegetation. The project will preserve 7 protected trees and install 341 new trees to increase the overall site canopy. The project will include a mixture of native and drought-tolerant plants as well as a highly efficient weather-based irrigation system.

A total of 9,974 square feet of common open space is provided, exceeding the minimum requirement of 8,040 square feet. Additionally, 13,967 square feet of private open space is provided through terraces and balconies, exceeding the minimum requirement of 5,360 square feet. For more details, see Sheet L7.01 for the open space breakdown and Sheets A-200 to A-261 for private open space associated with each building type.

The landscape design features a long central open space with a variety of activities and lounging spaces connected by paths that extend to all the homes and the surrounding neighborhood. Activities include picnic areas, bocce ball courts, a game area, an activity lawn, and lounging areas with seating. Each townhome's front door is located along passes off the street to bring a neighborhood feel to the community. Materials for the landscape area include color concrete walks, accent paving, stucco walls, and wood trellises. The project is proposing a 6' tall wood horizontal board fence along the north and east property lines. The property line along the freeway frontage is enclosed with a 6' tall precast concrete screen wall. The club room courtyard will have a 5' tall wall with a stucco finish to match building.

10. Architecture & Building Design
Townhome buildings are proposed with a height of approximately 38 feet to the top of the roof and 45 feet to the tallest architectural element. The building design incorporates varied rooflines, balconies, and projections to add visual interest. A mix of window sizes, decorative trim, and roof overhangs further reinforces the architectural style and promotes a human-scale experience. The proposed materials, color palette, and overall composition are consistent with the MGSP and ODS. The compliance summary is depicted on Sheets G-001, G-002, G-006, and G-008. To enhance the pedestrian experience, trellises and arcades are integrated into the front elevations and entries of the townhomes. The clubhouse, located at the center of the site, serves as the community hub, providing flexible space for gatherings and a management office. See building floor plans from Sheet A-200 to A-270, and elevations from A-400 to A-470.

11. Public Outreach
Public outreach for the project was conducted through two initiatives. First, TSO (The Sobrato Organization) and Sobrato Philanthropies worked with existing office tenants for over a year on relocation plans. Tenants were offered grants between $20,000-$50,000, real estate workshops and one-on-one prep meeting with each tenant held, and assistance finding alternate office spaces provided. The team regularly communicated with tenants if they heard of space coming available, such as at Franklin McKinley School District and Goodwill of Silicon Valley. Lastly, conference rooms at other Sobrato Non-Profit Centers in San Jose, Palo Alto, and Redwood City will be open for use by previous Milpitas tenants after the center closes in December 2025.

Mailers on the proposed project were sent to ~500 of the surrounding residents and commercial tenants within a 1,000 ft radius of the site on October 31. A mailing list and the postcard sent are attached as separate documents. The postcards notified residents of the project's website (600valleyway.com) and of the community meeting.

A public, community meeting was held on November 10 at 6pm. No members of the public attended. A copy of the presentation deck is included in this submittal.

At publication of this document, TSO (The Sobrato Organization) has received email outreach from one resident, who inquired about locations of site entrances, requested pictures of the building elevations and site plan, and asked about site parking.

12. Construction timeline/goals: Demolition is anticipated to commence in mid-2026 and is expected to be completed within approximately 2–3 months. Construction of the full townhome project is anticipated to commence in 2028 upon receipt of final map approval and permits and will last 36–48 months.
Construction Equipment: All off-road diesel-powered construction equipment greater than 50 horsepower used on-site shall, at a minimum, meet the US EPA tier 4 final emission standards. The contractor shall maintain records of the equipment fleet (including carb exemption numbers or tier ratings) and provide documentation to the project engineer or city inspector upon request.

(MGSP: Milpitas Gateway–Main Street Specific Plan; ODS: Milpitas Mixed-Use and Residential Objective Design Standards; CZO: Milpitas Comprehensive Zoning Ordinance Update)

INDICATION OF PROPERTY

PROJECT STATISTICS	REQUIRED PER MGSP	PROPOSED
GROSS LOT AREA	N/A	7.22 AC
NET LOT AREA	N/A	7.22 AC
TOTAL FLOOR AREA	N/A	307,102 SF
ADDITIONAL FLOOR AREA (IF ADDING AREA)	N/A	N/A
FLOOR AREA RATIO	MAX. 2.0	0.98
OPEN SPACE CALCULATION	8,040 SF (COMMON OPEN SPACE, PER MGSP)	9,974 SF (COMMON OPEN SPACE, PER MGSP)
	5,360 SF (PRIVATE OPEN SPACE, PER MGSP)	13,967 SF (PRIVATE OPEN SPACE, PER MGSP)
LOT COVERAGE	N/A	N/A
HEIGHT	MAX. 65'	38'- 0" (TO TOP OF ROOF) 45'- 0" (TO TOP OF TALLEST ELEMENT)
NUMBER OF STORIES	MAX. 5	1 & 3
FRONT SETBACK	5'-12'	11'-7" TO 15'-5"* (ON VALLEY WAY)
INTERIOR SIDE SETBACK	MIN. 0'	10'-3" TO 13'-6" (EAST SIDE)
INTERIOR, SIDE ADJACENT TO SINGLE FAMILY RESIDENTIAL	MIN. 10'	6' (TRASH)* 28'-5" TO 38' (TOWNHOMES) (NORTH SIDE)
REAR	MIN. 0'	38'-2" TO 74'-10" (WEST & SOUTH)
REAR SETBACK ALONG FREEWAY EDGE	MIN. 60'	99'-2" TO 144' (WEST SIDE)
NUMBER OF UNIT(S)	129 TO 469	134
RESIDENTIAL DENSITY	18-65 DU/AC	19 DU/AC

*SDB WAIVER REQUESTED

PARKING STATISTICS	REQUIRED	PROPOSED
STANDARD SPACES (FOR DWELLING UNITS)	202 (PER MGSP)	268
COMPACT SPACES	N/A	0
PERCENT COMPACT	N/A	0
COVERED SPACES	N/A	268
UNCOVERED SPACES	N/A	60
GUEST SPACES	45 (PER MGSP)	60
ACCESSIBLE CAR GUEST SPACES	2 (PER CBC 11A)	2
ACCESSIBLE VAN GUEST SPACES	1 (PER CBC 11A)	2

Number of guest bonus units requested pursuant to Government Code 65915 (Density Bonuses): 0

Number of existing residential units on the project site that will be demolished and whether each existing unit is occupied or unoccupied: 0

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THE SOBRATO ORGANIZATION
599 CASTRO STREET SUITE 400, MOUNTAIN VIEW, CA 94041

Sheet Title
PROJECT DATA SUMMARY

Job No. 22029
Date: 3/17/2026
Scale:
Drawn By: Author

Sheet No:
G-001

UNIT TYPE SUMMARY

UNIT TYPE	# OF BEDROOMS & BATHROOMS		UNIT NET SELLABLE SQUARE FEET			UNIT COUNT		PROJECT TOTAL	
	BEDROOMS	BATHROOMS	LIVING AREA/ HABITABLE SPACE (R-2)	PRIVATE GARAGE (U)	TOTAL PER UNIT	QTY.	UNIT MIX	LIVING AREA/ HABITABLE SPACE	NET SELLABLE SQ FT
TH 1	3	3	1,326 SF	477 SF (TANDEM)	1,803 SF	47 MARKET RATE	41%	62,322 SF MARKET RATE	84,741 SF MARKET RATE
						8 BMR		10,608 SF BMR	14,424 SF BMR
TH 2	3	3	1,710 SF	442 SF (SIDE-BY-SIDE)	2,152 SF	47 MARKET RATE	41%	80,370 SF MARKET RATE	101,144 SF MARKET RATE
						8 BMR		13,680 SF BMR	17,216 SF BMR
TH 3	4	4	2,013 SF	449 SF (SIDE-BY-SIDE)	2,462 SF	20 MARKET RATE	18%	40,260 SF MARKET RATE	49,240 SF MARKET RATE
						4 BMR		8,052 SF BMR	9,848 SF BMR
					TOTAL	134	100%	215,292 SF	276,613 SF

NOTE(S):
1. NSSF INDICATES PAINT TO PAINT SQUARE FOOTAGE.
2. LIVING AREA EXCLUDES GARAGE SQUARE FOOTAGE.
3. TOTAL 20 BMR UNITS PROVIDED. SEE SHEET G-007 FOR LOCATIONS.
4. TOTAL 14 ADAPTABLE UNITS IN TH 3 UNIT TYPE, INCLUDING 12 MARKET-RATE UNITS AND 2 BMR UNITS. SEE G-007 FOR LOCATIONS.
5. HABITABLE SPACE INDICATES ROOMS DESIGNED FOR LIVING, SLEEPING, EATING OR FOOD PREPARATION, AS OUTLINED IN MILPITAS CZO CHAPTER E.2.

BUILDING TYPE SUMMARY

BUILDING #	BLDG TYPE	GROSS FLOOR AREA	GARAGE GSF	BOH GSF	GSF PER BLDG.	QTY.	GSF TOTAL
BUILDING #19	3 PLEX	5,505 SF	1,488 SF	94 SF	7,087 SF	1	7,087 SF
BUILDING #2, #9, #14, #22	4 PLEX 1	6,679 SF	2,004 SF	95 SF	8,779 SF	4	35,116 SF
BUILDING #16	4 PLEX 2	6,679 SF	2,004 SF	95 SF	8,779 SF	1	8,779 SF
BUILDING #4, #7	5 PLEX 1	8,847 SF	2,488 SF	95 SF	11,430 SF	2	22,860 SF
BUILDING #6, #21, #23	5 PLEX 2	8,847 SF	2,488 SF	95 SF	11,430 SF	3	34,289 SF
BUILDING #3, #5, #12	5 PLEX 3	8,847 SF	2,488 SF	95 SF	11,430 SF	3	34,289 SF
BUILDING #15, #18	6 PLEX 1	11,031 SF	2,970 SF	95 SF	14,096 SF	2	28,192 SF
BUILDING #20	6 PLEX 2	11,031 SF	2,970 SF	95 SF	14,096 SF	1	14,096 SF
BUILDING #1, #8, #11, #24	7 PLEX	12,192 SF	3,492 SF	94 SF	15,778 SF	4	63,112 SF
BUILDING #13, #17	8 PLEX	14,364 SF	3,971 SF	161 SF	18,495 SF	2	36,990 SF
BUILDING #10	9 PLEX	15,526 SF	4,490 SF	94 SF	20,110 SF	1	20,110 SF
CLUBHOUSE					2,182 SF	1	2,182 SF
					PROJECT TOTAL	25	307,102 SF

CONSTRUCTION TYPE: TOWNHOMES: 3 STORIES OF TYPE V-A, NFPA-13 SPRINKLERED
CLUBHOUSE: 1 STORY OF TYPE V-A, NFPA-13 SPRINKLERED

THE BUILDING SHALL COMPLY MILPITAS MUNICIPAL CODE V-300-2.69 WITH AUTOMATIC FIRE SPRINKLER SYSTEM. THE BUILDING SHALL COMPLY WITH 2022 CFC SECTION 907 - MILPITAS MUNICIPAL CODE V-300-2.78 WITH FIRE ALARM SYSTEM.

OCCUPANCY GROUP: R-2 RESIDENTIAL
A-3 MULTIPURPOSE ROOM
U GARAGE

NOTE(S):
1. PER MILPITAS CZO CHAPTER A.6.070, GROSS FLOOR AREA IS MEASURED FROM THE EXTERIOR FACE OF EXTERIOR WALLS OR FROM THE CENTERLINE OF A SHARED WALL SEPARATION TWO BUILDINGS.

PARKING SUMMARY

RESIDENT PARKING (PRIVATE GARAGE ATTACHED TO UNIT)

UNIT TYPE ------	PARKING REQUIREMENT------			REQ'D MIN. GARAGE WIDTH (FT) X LENGTH (FT)	PARKING PROPOSED		TOTAL
	MGSP RATIO	# OF UNITS	REQ'D STALLS		2 STALLS PROVIDED IN EACH PRIVATE GARAGE -		
					THE 1ST STALL - LEVEL 2 EV READY**	THE 2ND STALL - LEVEL 1 EV READY***	
TH1 - TANDEM PARKING	1.5 SPACES PER UNIT	53	80	CZO C 6.080 10'x38'	53 (2-CAR GARAGE 11' 8"W x 39' 8"L)	53 (GARAGE 11' 8"W x 39' 8"L)	106
TH2 - SIDE BY SIDE PARKING	1.5 SPACES PER UNIT	53	80	CZO C 6.080 10'x20' PER STALL	53 (2-CAR GARAGE 20' 4"W x 20' 1"L)	53 (2-CAR GARAGE 20' 4"W x 20' 1"L)	106
TH3 - SIDE BY SIDE PARKING	1.5 SPACES PER UNIT	28	42	CZO C 6.080 10'x20' PER STALL	28 (2-CAR GARAGE 20' 10"W x 22' 1"L)	28 (2-CAR GARAGE 20' 10"W x 20' 1"L)	56
SUBTOTAL		134	202		134	134	268

GUEST PARKING (UNASSIGNED / OUTDOOR SURFACE PARKING)

TYPE	PARKING REQUIREMENT------			REQ'D STALL MIN WIDTH (FT) X LENGTH (FT)	PARKING PROPOSED					TOTAL
	MGSP RATIO	# OF UNITS	REQ'D STALLS		EVCS with Level 2 EV Ready infrastructure (25%)***		Low Power Level 2 EV Ready(75%)***			
GUEST PARKING (UNASSIGNED)	1 SPACE PER 3 UNITS	134	45	CZO C 6.080 9'x18' STANDARD STALL, 10'x22' PARALLEL STALL, MMC CH19.4.106.4.2.2 9'x18' EV STALL, CH 19.4.106.4.2.1 EV ACCESSIBLE STALL PER CBC 11A 12'x18' VAN ACCESSIBLE AND 9'x18' STANDARD ACCESSIBLE	EVCS with Level 2 EV Ready infrastructure STANDARD STALL 9'x18'	EVCS with Level 2 EV Ready infrastructure VAN ACCESSIBLE STALL 12'x18' w/ 5' access aisle ****	Low Power Level 2 EV Ready STANDARD STALL 9'x18'	Low Power Level 2 EV Ready VAN ACCESSIBLE STALL 12'x18' w/ 5' access aisle ****	Low Power Level 2 EV Ready STANDARD ACCESSIBLE STALL 9'x18' w/ 5' access aisle ****	
SUBTOTAL		134	45		14	1	42	1	2	60
PROJECT TOTAL			247							328

NOTE(S):
* PURSUANT TO CBC 1109A.2.1, PRIVATE GARAGE, EXCEPTION 1 APPLIED TO THE PROJECT.
** PURSUANT TO MMC CHAPTER 19 - 4.106.4.1, ONE- AND TWO-FAMILY DWELLINGS AND TOWN-HOUSES WITH ATTACHED PRIVATE GARAGES. THE FIRST STALL IS LEVEL 2 EV READY. THE SECOND STALL IS LEVEL 1 EV READY.
*** PURSANT TO MMC CHAPTER 19 - 4.106.4.2.1, 25% OF SPACES ARE EVCS WITH LEVEL 2 EV READY INFRASTRUCTURE. 75% OF SPACES ARE LOW POWER LEVEL 2 EV READY.
**** PURSUANT TO CBC 1109A.5, UNASSIGNED AND VISITOR ACCESSIBLE PARKING SPACES & 1109A.8.6 VAN ACCESSIBLE PARKING SPACE REQUIREMENTS.
***** REQUIRED RESIDENT AND VISITOR PARKING RATION ARE BASED ON MGSP
****** PARKING PROVIDED IN GARAGE OF THE TH1 UNIT TYPE ARE TANDEM PARKING SPACES. OTHER UNIT TYPES (TH2 & TH3) ARE SIDE-BY-SIDE PARKING IN GARAGE

BIKE PARKING SUMMARY

BIKE PARKING

UNIT TYPE	MIN. BIKE PARKING REQUIREMENT*				BIKE PARKING PROPOSED		
	BIKE PARKING RATIO (MIN.)	# OF UNITS	REQ'D BIKE PARKING SPACES (MIN.)		LONG-TERM SPACES	SHORT-TERM SPACES (OUTDOOR)	TOTAL
TH1	0.5 SPACES PER UNIT	53	27		53	12	
TH2	0.5 SPACES PER UNIT	53	27		53		
TH3	0.5 SPACES PER UNIT	28	14		28		
		134	68				
SUBTOTAL			LONG-TERM SPACES (MIN.) **	SHORT-TERM SPACES (MIN.) **	134	12	146
			85%	15%			
			57	11			

NOTE(S):
* BIKE PARKING RATIO REQUIREMENT 0.5 SPACES PER UNIT PER MGSP TABLE 3-9 AND CZO CHAPTER C.6.100.
** PER MILPITAS CZO CHAPTER C6.100, SHORT-TERM BICYCLE PARKING IS REQURIED AT 15% OF TOTAL REQUIRED NUMBER OF BICYCLE PARKING SPACES. 67 SPACES OF REQUIRED PARKING x 15% = 11 SHORT-TERM PARKING REQUIRED.

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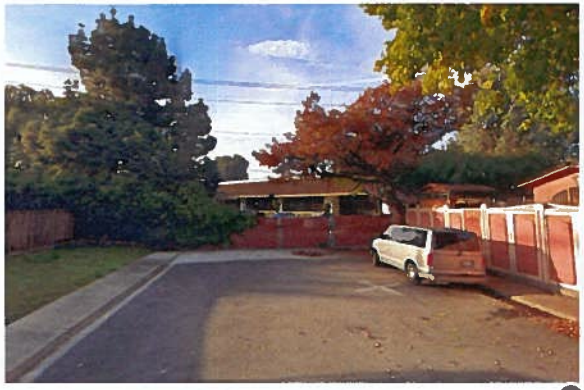
Sheet Title:
UNIT, BUILDING & PARKING SUMMARY

Job No. 22029
Date 3/17/2026
Scale
Drawn By: Author

Sheet No:
G-002



HEATH STREET - LOOKING SOUTH TO THE SITE 1

EXISTING SITE CONDITION - LOOKING SOUTH 2

EXISTING SITE CONDITION - LOOKING NORTH 3

SITE ENTRANCE ON VALLEY WAY 4

EXISTING SITE CONDITION - LOOKING SOUTH 5

EXISTING HOTEL TO THE EAST OF SITE 6

SOUTH ABBOTT AVE 7

WEST CALAVERAS BLVD 8

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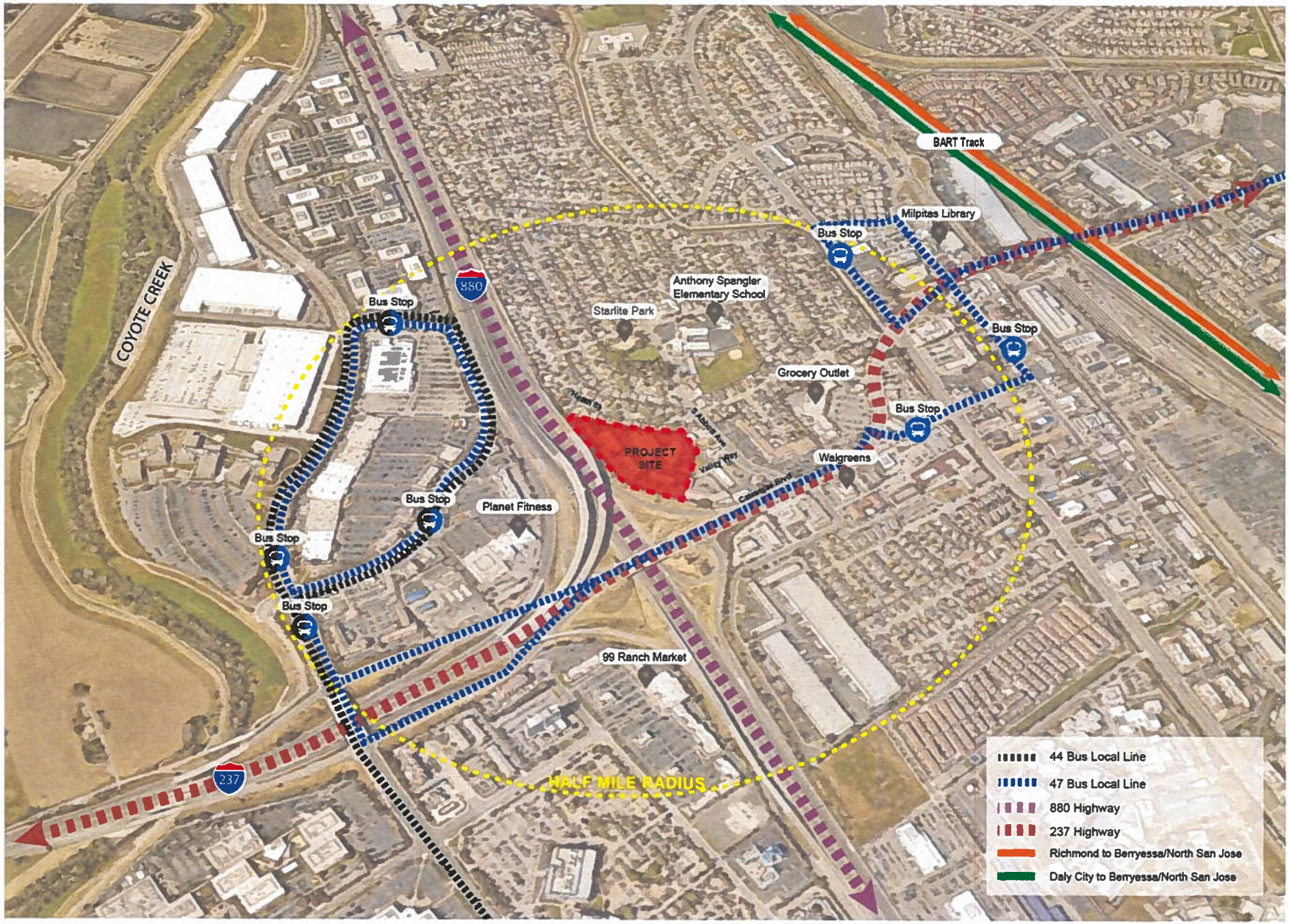
Sheet Title:
EXISTING SITE PHOTOS

Job No. 22029
Date: 3/17/2026
Scale:
Drawn By: Author

Sheet No:
G-003



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Sheet Title:
SITE CONTEXT MAP

Job No.: 22029
Date: 3/17/2026
Scale: 12" = 1'-0"
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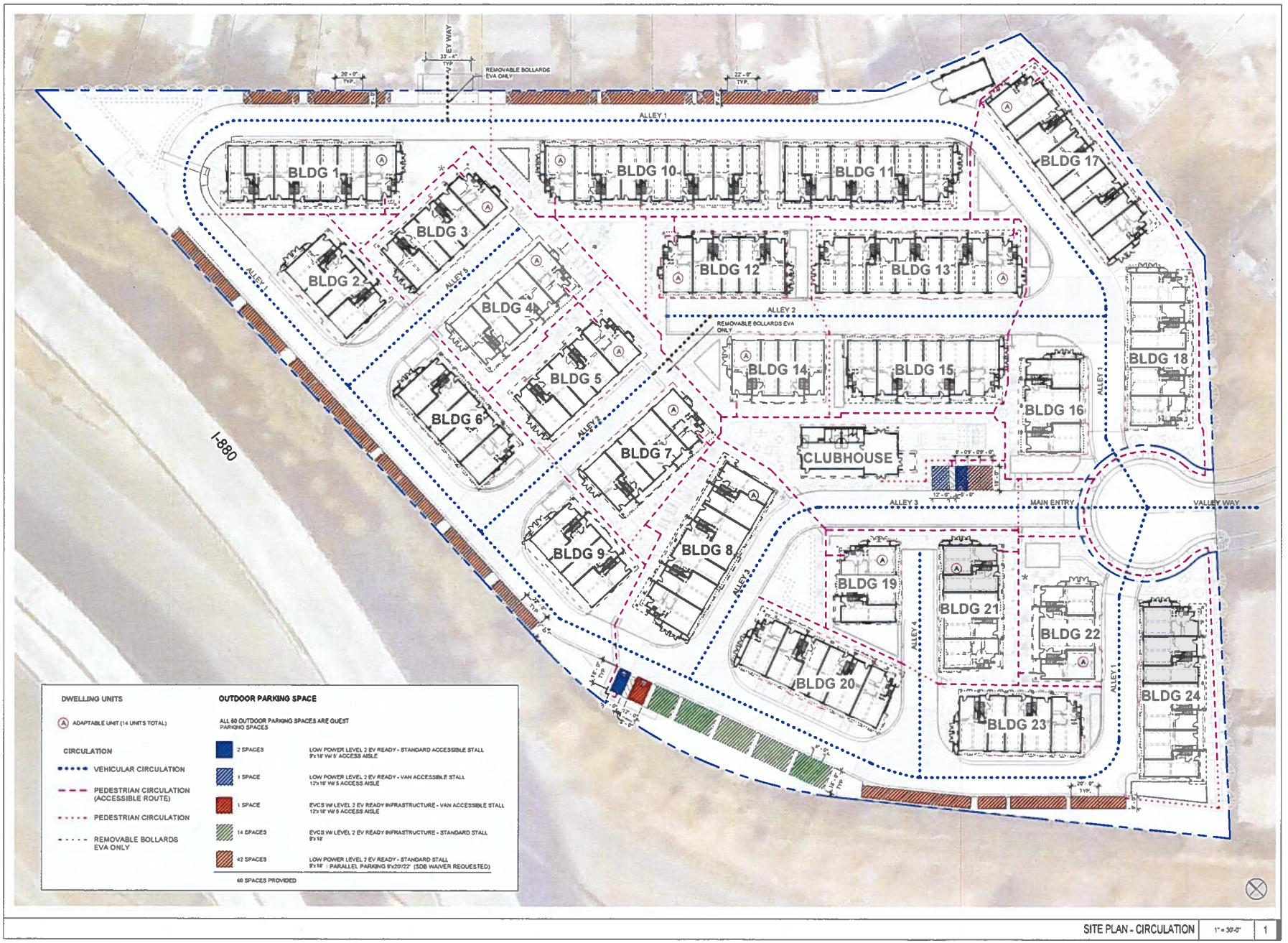
G-004



SITE PLAN - CIRCULATION | 1" = 30'-0" | 1

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Sheet Title:
CIRCULATION PLAN

Job No. 22029
Date: 3/17/2026
Scale: 1" = 30'-0"
Drawn By: Author

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TOTAL UNITS IN DEVELOPMENT	134
NUMBER OF BELOW MARKET RATE UNITS	20
INCOME LEVEL	MODERATE
RENTAL OR OWNERSHIP	OWNERSHIP
TENURE	SEE SHEET G-007, OWNERSHIP
GROSS SQUARE FOOTAGE OF BUILDING BY EACH USE INCLUDING PARKING USES	SEE SHEET G-002 BUILDING TYPE SUMMARY TABLE
GROSS SQUARE FOOTAGE OF PROJECT'S PROPOSED TOTAL RESIDENTIAL AREA AND GROSS SQUARE FOOTAGE OF EXISTING RESIDENTIAL AREA	PROPOSED 307,102 SF (INCLUDES 2,182 SF CLUBHOUSE) SEE SHEET G-002 FOR DETAILS EXISTING 0 SF RESIDENTIAL
GROSS SQUARE FOOTAGE OF PROJECT'S PROPOSED NON-RESIDENTIAL FLOOR AREA. GROSS SQUARE FOOTAGE OF EXISTING NON-RESIDENTIAL FLOOR AREA THAT WILL REMAIN AS IS, AND ANY SQUARE FOOTAGE OF NEW OR PROPOSED TO BE CONVERTED NON-RESIDENTIAL FLOOR AREA THAT IS EXEMPT FROM PAYING AFFORDABLE HOUSING IMPACT FEES PURSUANT TO SECTION 5 OF THIS CHAPTER	PROJECT IS NOT PROVIDING, NOR REMAINING NON-RESIDENTIAL USES.
HABITABLE SQUARE FEET FOR RESIDENTIAL UNITS, AND NET RESIDENTIAL SQUARE FEET OF THE TOTAL PROJECT, AFFORDABLE UNITS AND MARKET RATE UNITS	SEE SHEET G-002 AND INFORMATION BELOW.
THE UNIT SIZES (NET RESIDENTIAL SQUARE FEET PER UNIT) FOR THE TOTAL PROJECT, MARKET RATE UNITS, AND AFFORDABLE UNITS.	SEE SHEET G-002 AND INFORMATION BELOW.
THE PROPOSED LOCATION OF THE AFFORDABLE UNITS BY INCOME LEVEL AND BY BUILDING AND LOCATION ON EACH FLOOR OF A BUILDING	SEE EXHIBIT TO THE RIGHT.

LEGEND

TH1 (3 BR/ 3 BA, 1,326 SF):
TOTAL UNITS: 55
TOTAL BMR UNITS REQUIRED (15%): 8

TH2 (3 BR/ 3 BA, 1,710 SF):
TOTAL UNITS: 55
TOTAL BMR UNITS REQUIRED (15%): 8

TH3 (4 BR/ 4 BA, 2,013 SF):
TOTAL UNITS: 24
TOTAL BMR UNITS REQUIRED (15%): 4

*SF INDICATES LIVING AREA/ HABITABLE SPACE, SEE SHEET G-002.
ALL BELOW MARKET RATE (BMR) UNITS ARE OWNERSHIP UNITS.

(A) ADAPTABLE UNIT

1. ALL AFFORDABLE UNITS IN A PROJECT OR PHASE OF A PROJECT SHALL BE CONSTRUCTED PRIOR OR CONCURRENTLY WITH MARKET-RATE UNITS.
2. ALL AFFORDABLE UNITS SHALL BE REASONABLY COMPARABLE IN TERMS OF FLOOR PLAN AND BASE FINISH AMENITIES TO MARKET RATE UNITS IN THE PROPOSED DEVELOPMENT.
3. THE QUALITY OF EXTERIOR DESIGN, LANDSCAPING, AND CONSTRUCTION OF THE AFFORDABLE UNITS SHALL BE CONSISTENT WITH THE OTHER UNITS IN THE PROPOSED DEVELOPMENT.
4. AN EXECUTED AGREEMENT IMPOSING APPROPRIATE OWNERSHIP CONTROLS ON THE AFFORDABLE UNITS IS REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY.

SITE PLAN | 1" = 30'-0" | 1

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Sheet Title:
BMR UNITS LOCATION/ PLACEMENT

Job No. 22029
Date: 3/17/2026
Scale: 1" = 30'-0"
Drawn By: Author

Sheet No:
G-007

SITE PLAN | 1" = 30'-0" | 1

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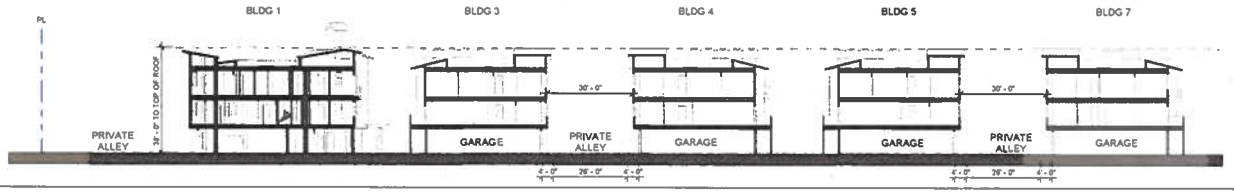
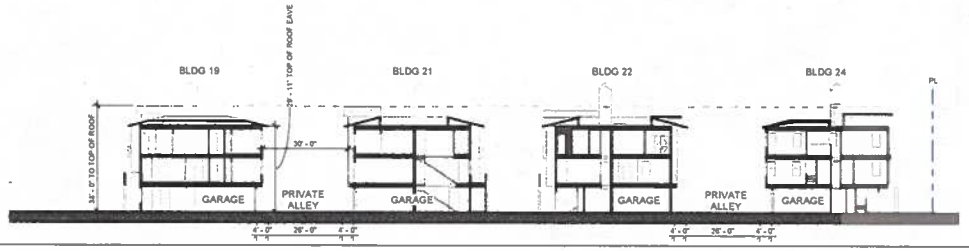
Sheet Title:
ILLUSTRATIVE SITE PLAN

Job No: 22029
Date: 3/17/2026
Scale: 1" = 30'-0"
Drawn By: Author

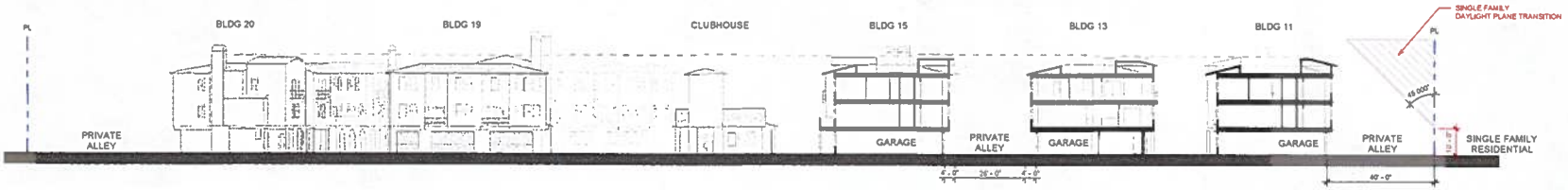
Sheet No:
A-100



SITE SECTION - D | 1" = 20'-0" | 4

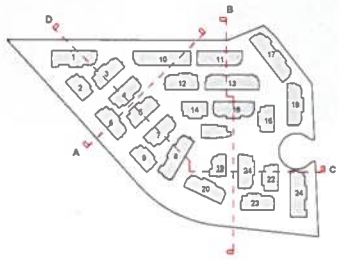


SITE SECTION - C | 1" = 20'-0" | 3



SITE SECTION - BB | 1" = 20'-0" | 2

SITE SECTION - A | 1" = 20'-0" | 1



KEY MAP

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Sheet Title:
SITE SECTIONS

Job No. 22029
Date: 3/17/2026
Scale: As indicated
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Sheet Title:
OVERALL PERSPECTIVES

Job No. 22029
Date: 3/17/2026
Scale: 1" = 160'-0"
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Sheet No:

A-600

1

2

KEY MAP

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Sheet Title:
OVERALL PERSPECTIVES

Job No. 22029
Date: 3/17/2026
Scale: 1" = 160'-0"
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A-601

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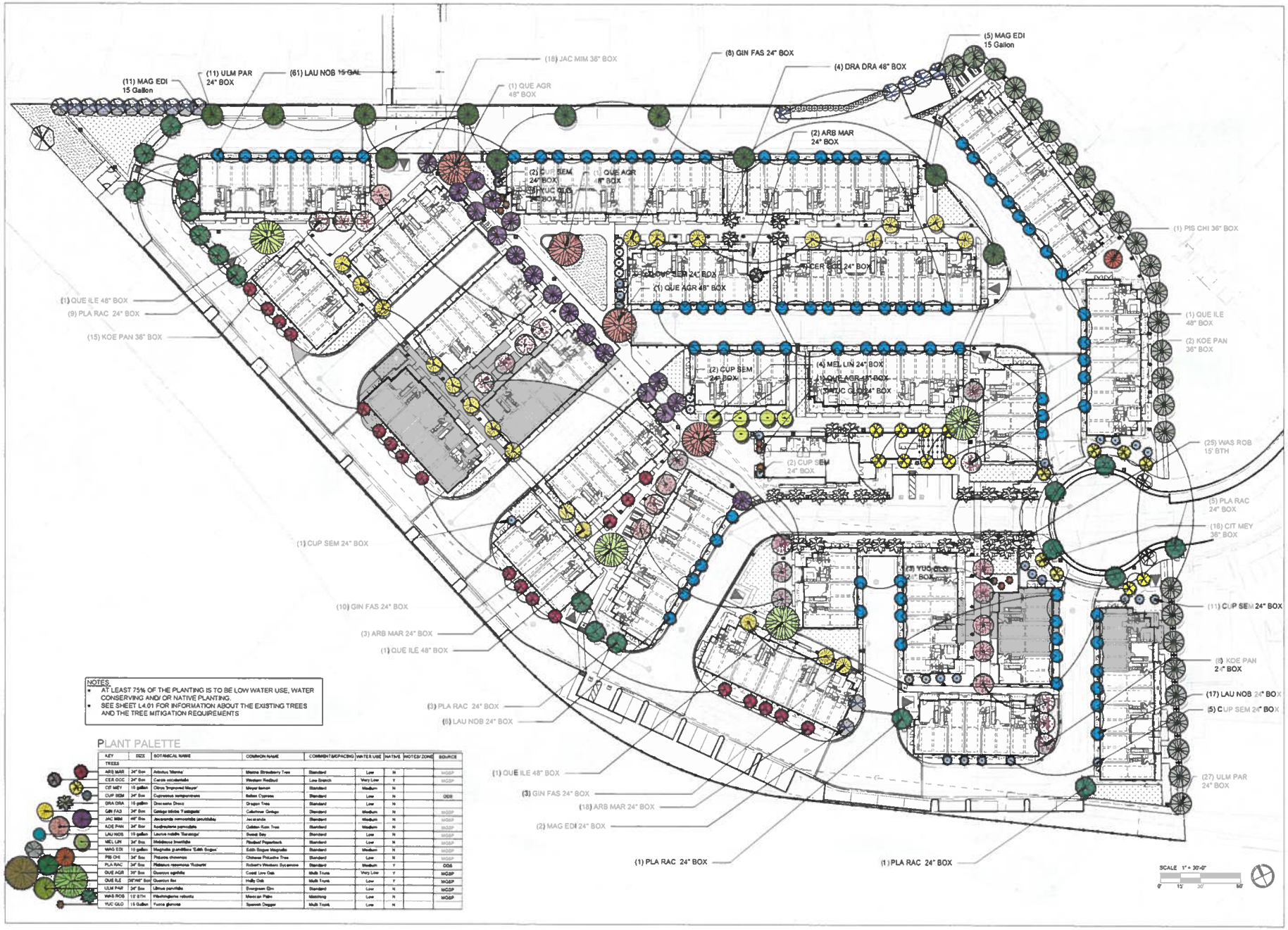
THE SOBRATO ORGANIZATION

THE Guzzardo Partnership, INC.
Landscape Architects | Land Planners

Sheet Title
ILLUSTRATIVE LANDSCAPE PLAN

Job No. 22029
Date 03/17/2026
Scale 1" = 30'-0"
Drawn By

Sheet No.
L1.01



NOTES:
- AT LEAST 75% OF THE PLANTING IS TO BE LOW WATER USE, WATER CONSERVING AND/ OR NATIVE PLANTING.
- SEE SHEET L4.01 FOR INFORMATION ABOUT THE EXISTING TREES AND THE TREE MITIGATION REQUIREMENTS

PLANT PALETTE

KEY	SIZE	BOTANICAL NAME	COMMON NAME	COMMENTS/SPACING	WATER USE	NATIVE	NOTES/ ZONE	SOURCE
TREES								
ARB MAR	24" Box	Arbutus 'Marina'	Marina Strawberry Tree	Standard	Low	N		MIGP
CER OCC	24" Box	Cercis occidentalis	Western Redbud	Low Branch	Very Low	Y		MIGP
CIT MEY	15 gallon	Citrus 'Improved Meyer'	Meyer lemon	Standard	Medium	N		
CUP SEM	24" Box	Cupressus sempervirens	Italian Cypress	Standard	Low	N		ODS
DRA DRA	15 gallon	Dracaena Draco	Dragon Tree	Standard	Low	N		
GIN FAS	24" Box	Ginkgo biloba 'Fastigiata'	Columnar Ginkgo	Standard	Medium	N		MIGP
JAC MIM	48" Box	Jacaranda mimosifolia (pendulate)	Jacaranda	Standard	Medium	N		MIGP
KOE PAN	24" Box	Koelreuteria paniculata	Golden Rain Tree	Standard	Medium	N		MIGP
LAU NOB	15 gallon	Laurus nobilis 'Saratoga'	Sweet Bay	Standard	Low	N		MIGP
MEL LIN	24" Box	Melaleuca linariifolia	Flaxleaf Paperbark	Standard	Low	N		MIGP
MAG EDI	15 gallon	Magnolia grandiflora 'Edith Bogue'	Edith Bogue Magnolia	Standard	Medium	N		MIGP
PIS CHI	24" Box	Pistacia chinensis	Chinese Pistache Tree	Standard	Low	N		MIGP
PLA RAC	24" Box	Platanus racemosa 'Roberts'	Robert's Western Sycamore	Standard	Medium	Y		ODS
QUE AGR	24" Box	Quercus agrifolia	Coast Live Oak	Multi Trunk	Very Low	Y		MIGP
QUE ILE	24"/48" Box	Quercus ilex	Holly Oak	Multi Trunk	Low	Y		MIGP
ULM PAR	24" Box	Ulmus parvifolia	Evergreen Elm	Standard	Low	N		MIGP
WAS ROB	15' BTH	Washingtonia robusta	Mexican Palm	Matching	Low	N		MIGP
YUC GLO	15 Gallon	Yucca gloriosa	Spanish Dagger	Multi Trunk	Low	N		

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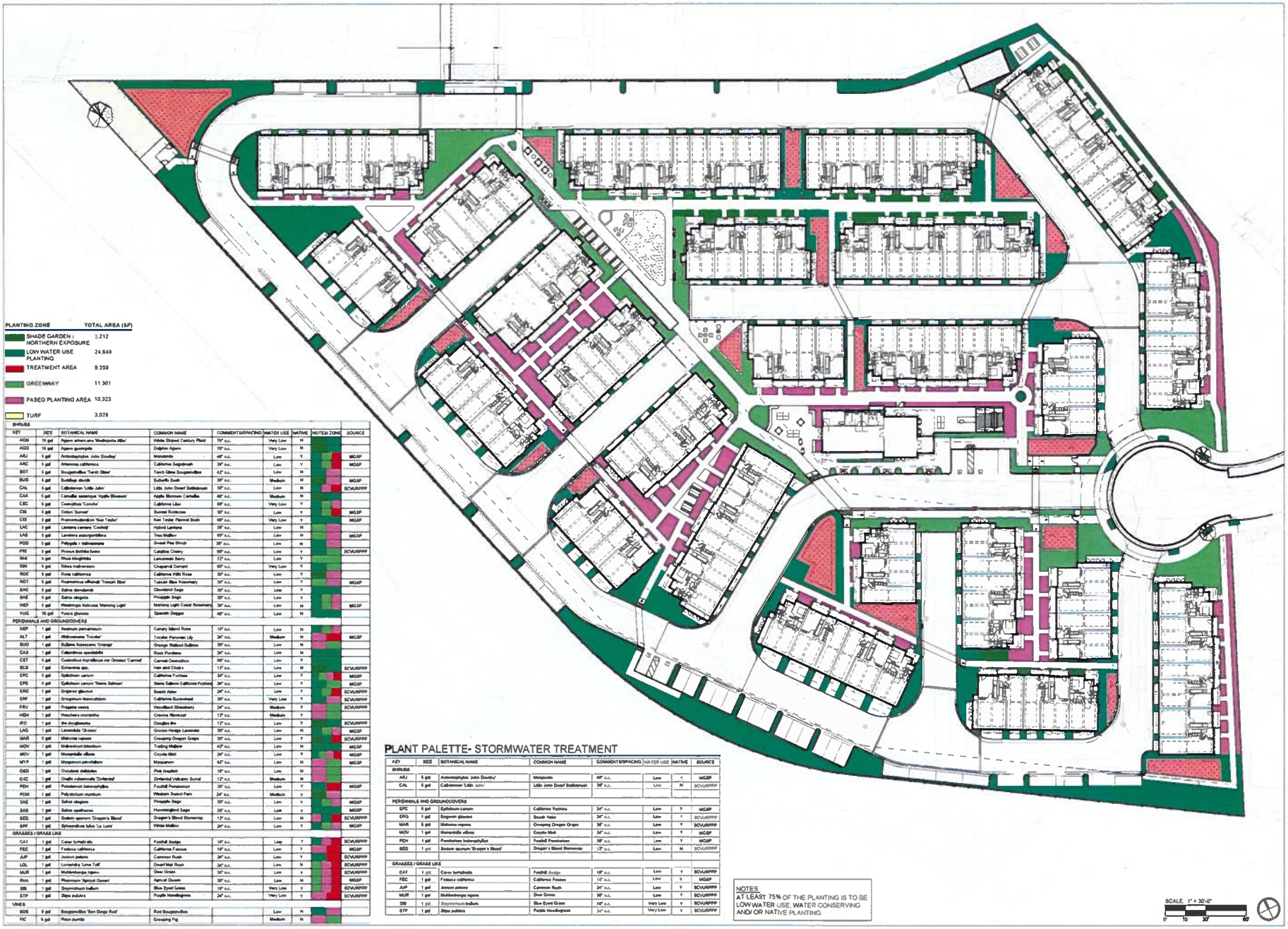
Landscape Architects / Land Planners

Sheet Title:
Tree Planting Diagram

Job No. 22029
Date 03/17/2026
Scale 1" = 30'-0"
Drawn By

Sheet No:
L2.01



PLANTING ZONE	TOTAL AREA (SF)
SHADE GARDEN / NORTHERN EXPOSURE	3,212
LOW WATER USE PLANTING	24,849
TREATMENT AREA	9,259
GREENWAY	11,301
PASEO PLANTING AREA	10,323
TURF	3,028

KEY	SIZE	BOTANICAL NAME	COMMON NAME	COMMENT/SPACING	WATER USE	NATIVE	NOTES/ ZONE	SOURCE
SHRUBS								
AGW	15 gal	Agave americana 'Medio picta Alba'	White Striped Century Plant	79" o.c.	Very Low	N		
AGQ	15 gal	Agave guiengola	Dolphin Agave	79" o.c.	Very Low	N		
ARJ	5 gal	Arctostaphylos 'John Dourley'	Manzanita	48" o.c.	Low	Y		MGSP
ARC	5 gal	Artemesia californica	California Sagebrush	36" o.c.	Low	Y		MGSP
BGT	5 gal	Bougainvillea 'Torch Glow'	Torch Glow Bougainvillea	42" o.c.	Low	N		
BUD	5 gal	Buddleja davidii	Butterfly Bush	36" o.c.	Medium	N		MGSP
CAL	5 gal	Ceanothus 'Little John'	Little John Dwarf Ceanothus	36" o.c.	Low	N		BCVURPPP
CAA	5 gal	Camellia sasanqua 'Apple Blossom'	Apple Blossom Camellia	48" o.c.	Medium	N		
CEC	5 gal	Ceanothus 'Concha'	California Lilac	60" o.c.	Very Low	Y		
CSS	5 gal	Cistus 'Sunset'	Sunset Rockrose	36" o.c.	Low	Y		MGSP
CTS	5 gal	Prostanthera ovalifolia 'Ken Taylor'	Ken Taylor Flannel Bush	60" o.c.	Very Low	Y		MGSP
LAC	5 gal	Lantana camara 'Confetti'	Hybrid Lantana	36" o.c.	Low	N		
LAB	5 gal	Lavatera assurgentiflora	Tree Mallow	60" o.c.	Low	N		MGSP
POD	5 gal	Polygala x dalmaisiana	Sweet Pea Shrub	96" o.c.	Low	N		
PRI	5 gal	Prunus ilicifolia lyonii	Catalina Cherry	180" o.c.	Low	Y		BCVURPPP
RHI	5 gal	Rhus integrifolia	Lemonade Berry	72" o.c.	Low	Y		
RBI	5 gal	Ribes malvaceum	Chaparral Currant	60" o.c.	Very Low	Y		
ROC	5 gal	Rosa californica	California Wild Rose	36" o.c.	Low	Y		
ROT	5 gal	Rosmarinus officinalis 'Tuscan Blue'	Tuscan Blue Rosemary	36" o.c.	Low	Y		MGSP
SAC	5 gal	Salvia clevelandii	Cleveland Sage	36" o.c.	Low	Y		
SAE	5 gal	Salvia elegans	Pineapple Sage	36" o.c.	Low	Y		
WEF	5 gal	Westringia fruticosa 'Morning Light'	Morning Light Coast Rosemary	36" o.c.	Low	N		MGSP
YUG	15 gal	Yucca gloriosa	Spanish Dagger	48" o.c.	Low	N		
PERENNIALS AND GROUNDCOVERS								
AEP	1 gal	Aeonium percarneum	Canary Island Rose	18" o.c.	Low	N		
ALT	1 gal	Alstroemeria 'Tricolor'	Tricolor Peruvian Lily	24" o.c.	Medium	N		MGSP
BUO	1 gal	Bulbine frutescens 'Orange'	Orange Stalked Bulbine	36" o.c.	Low	N		
CAS	1 gal	Calandrinia spectabilis	Rock Purslane	24" o.c.	Low	N		
CET	1 gal	Ceratostigma plumbaginoides var. Grisaum 'Carmel'	Carmel Ceratostigma	48" o.c.	Low	Y		
ECS	1 gal	Echeveria spp.	Hen and Chicks	12" o.c.	Low	N		BCVURPPP
EPC	5 gal	Epilobium canum	California Fuchsia	24" o.c.	Low	Y		MGSP
EPS	5 gal	Epilobium canum 'Sierra Salmon'	Sierra Salmon California Fuchsia	24" o.c.	Low	Y		MGSP
ERG	1 gal	Erigeron glaucus	Beach Aster	24" o.c.	Low	Y		BCVURPPP
ERF	1 gal	Eriogonum fasciculatum	California Buckwheat	36" o.c.	Very Low	Y		BCVURPPP
FRV	1 gal	Fragaria vesca	Woodland Strawberry	24" o.c.	Medium	Y		BCVURPPP
HEM	1 gal	Heuchera maxorrhiza	Coastal Alumroot	12" o.c.	Medium	Y		
IRD	1 gal	Iris douglasiana	Douglas Iris	12" o.c.	Low	Y		BCVURPPP
LAG	1 gal	Lavandula 'Grosso'	Grosso Hedge Lavender	36" o.c.	Low	N		MGSP
MAR	5 gal	Mahonia repens	Creeping Oregon Grape	36" o.c.	Low	Y		MGSP
MOV	1 gal	Malvastrum lateritium	Trailing Mallow	42" o.c.	Low	N		MGSP
MOV	1 gal	Monardella villosa	Coyote Mint	24" o.c.	Low	Y		MGSP
MYP	1 gal	Myoporum parvifolium	Myoporum	42" o.c.	Low	N		MGSP
OSD	1 gal	Osteospermum barberiae	Pink bushtail	18" o.c.	Low	N		
OTZ	1 gal	Oxalis rubescens 'Zinfandel'	Zinfandel Volcano Sorrel	12" o.c.	Medium	N		
PDH	1 gal	Pentastemon heterophyllus	Foothill Pentastemon	36" o.c.	Low	Y		MGSP
POM	1 gal	Polystichum munitum	Western Sword Fern	24" o.c.	Medium	Y		
SAE	5 gal	Salvia elegans	Pineapple Sage	36" o.c.	Low	Y		MGSP
SAS	5 gal	Salvia spathacea	Hummingbird Sage	36" o.c.	Low	Y		MGSP
SED	1 gal	Sedum spurium 'Dragon's Blood'	Dragon's Blood Stonecrop	12" o.c.	Low	N		BCVURPPP
SPP	1 gal	Sphaeralcea fulva 'La Luna'	White Mallow	24" o.c.	Low	Y		MGSP
GRASSES / GRASS LIKE								
CAT	1 gal	Carex tumulicola	Foothill Sedge	18" o.c.	Low	Y		BCVURPPP
FEC	1 gal	Festuca californica	California Fescue	18" o.c.	Low	Y		MGSP
JUP	1 gal	Juncus patens	Common Rush	24" o.c.	Low	N		BCVURPPP
LOL	1 gal	Lomandra 'Lime Tuff'	Dwarf Mat Rush	24" o.c.	Low	N		BCVURPPP
MUR	1 gal	Muhlenbergia rigens	Deer Grass	36" o.c.	Low	Y		BCVURPPP
PHA	1 gal	Phormium 'Apricot Queen'	Apricot Queen	36" o.c.	Low	N		MGSP
SIB	1 gal	Sisyrinchium bellum	Blue Eyed Grass	18" o.c.	Very Low	Y		BCVURPPP
STP	1 gal	Stipa pulchra	Purple Needlegrass	24" o.c.	Very Low	Y		BCVURPPP
VINES								
BOS	5 gal	Bougainvillea 'San Diego Red'	Red Bougainvillea		Low	N		
FIC	5 gal	Ficus pumila	Creeping Fig		Medium	N		

PLANT PALETTE- STORMWATER TREATMENT

KEY	SIZE	BOTANICAL NAME	COMMON NAME	COMMENT/SPACING	WATER USE	NATIVE	SOURCE
SHRUBS							
ARJ	5 gal	Arctostaphylos 'John Dourley'	Manzanita	48" o.c.	Low	Y	MGSP
CAL	5 gal	Ceanothus 'Little John'	Little John Dwarf Ceanothus	36" o.c.	Low	N	BCVURPPP
PERENNIALS AND GROUNDCOVERS							
EPC	5 gal	Epilobium canum	California Fuchsia	24" o.c.	Low	Y	MGSP
ERG	1 gal	Eriogonum glaucus	Beach Aster	24" o.c.	Low	Y	BCVURPPP
MAR	5 gal	Mahonia repens	Creeping Oregon Grape	36" o.c.	Low	Y	BCVURPPP
MOV	1 gal	Monardella villosa	Coyote Mint	24" o.c.	Low	Y	MGSP
PDH	1 gal	Pentastemon heterophyllus	Foothill Pentastemon	36" o.c.	Low	Y	MGSP
SED	1 gal	Sedum spurium 'Dragon's Blood'	Dragon's Blood Stonecrop	12" o.c.	Low	N	BCVURPPP
GRASSES / GRASS LIKE							
CAT	1 gal	Carex tumulicola	Foothill Sedge	18" o.c.	Low	Y	BCVURPPP
FEC	1 gal	Festuca californica	California Fescue	18" o.c.	Low	Y	MGSP
JUP	1 gal	Juncus patens	Common Rush	24" o.c.	Low	Y	BCVURPPP
MUR	1 gal	Muhlenbergia rigens	Deer Grass	36" o.c.	Low	Y	BCVURPPP
SIB	1 gal	Sisyrinchium bellum	Blue Eyed Grass	18" o.c.	Very Low	Y	BCVURPPP
STP	1 gal	Stipa pulchra	Purple Needlegrass	24" o.c.	Very Low	Y	BCVURPPP

NOTES:
AT LEAST 75% OF THE PLANTING IS TO BE LOW WATER USE, WATER CONSERVING AND/ OR NATIVE PLANTING.

SCALE: 1" = 30'-0"
0' 15' 30' 60'

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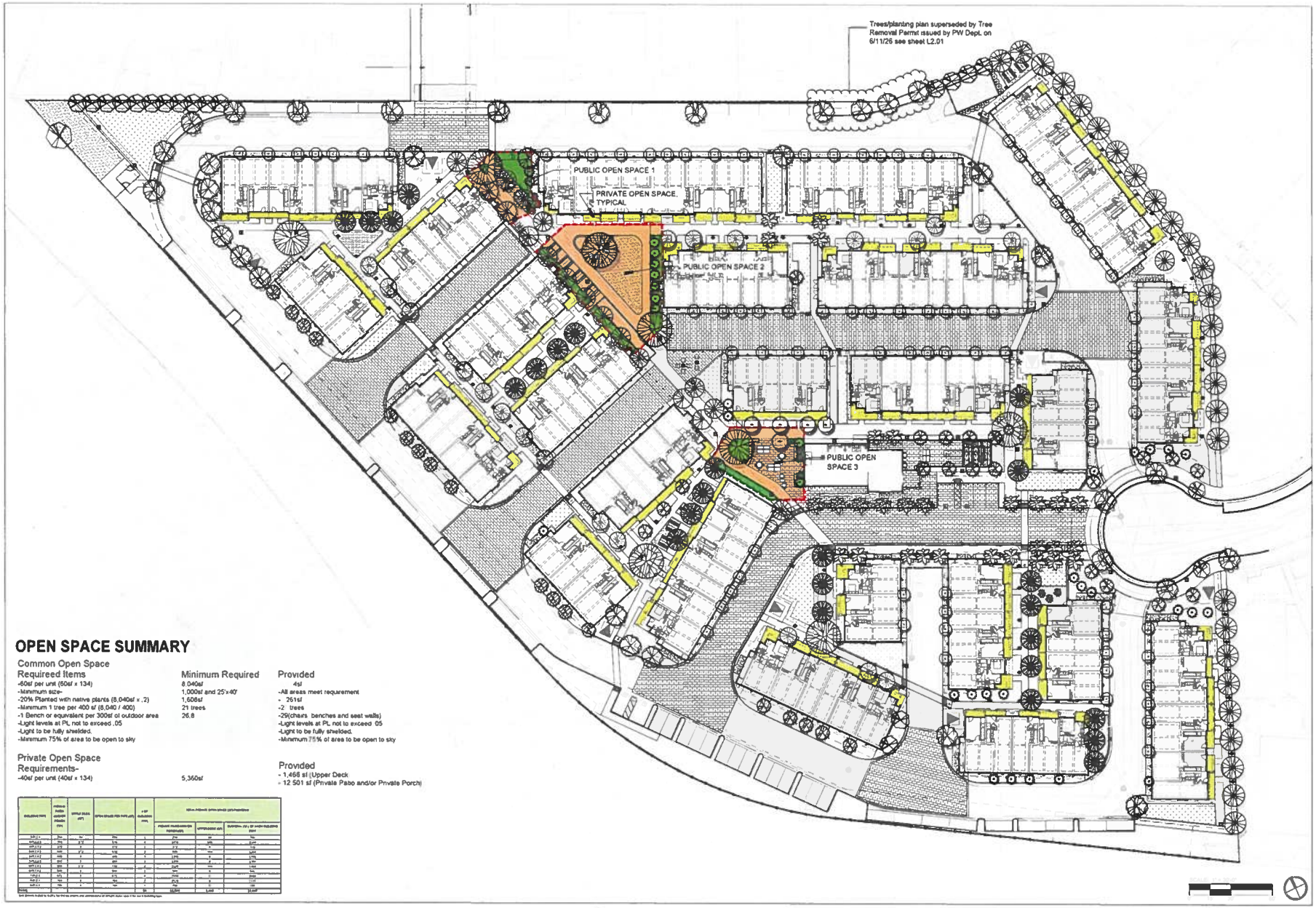
THE SOBRATO ORGANIZATION

THE Guzzardo Partnership, INC.
Landscape Architects: Land Planners

Sheet Title:
Understory Planting Diagram

Job No. 22029
Date 03/17/2026
Scale 1" = 30'-0"
Drawn By:

Sheet No:
L2.02



OPEN SPACE SUMMARY

Common Open Space

Requireed Items	Minimum Required	Provided
-60sf per unit (60sf x 134)	8,040sf	4sf
-Minimum size-	1,000sf and 25'x40'	-All areas meet requirement
-20% Planted with native plants (8,040sf x .2)	1,608sf	- 261sf
-Minimum 1 tree per 400 sf (8,040 / 400)	21 trees	-2 trees
-1 Bench or equivalent per 300sf of outdoor area	26.8	-29(chairs benches and seat walls)
-Light levels at PL not to exceed .05		-Light levels at PL not to exceed 05
-Light to be fully shielded.		-Light to be fully shielded.
-Minimum 75% of area to be open to sky		-Minimum 75% of area to be open to sky

Private Open Space

Requirements-		Provided
-40sf per unit (40sf x 134)	5,360sf	- 1,466 sf (Upper Deck
		- 12,501 sf (Private Patio and/or Private Porch)

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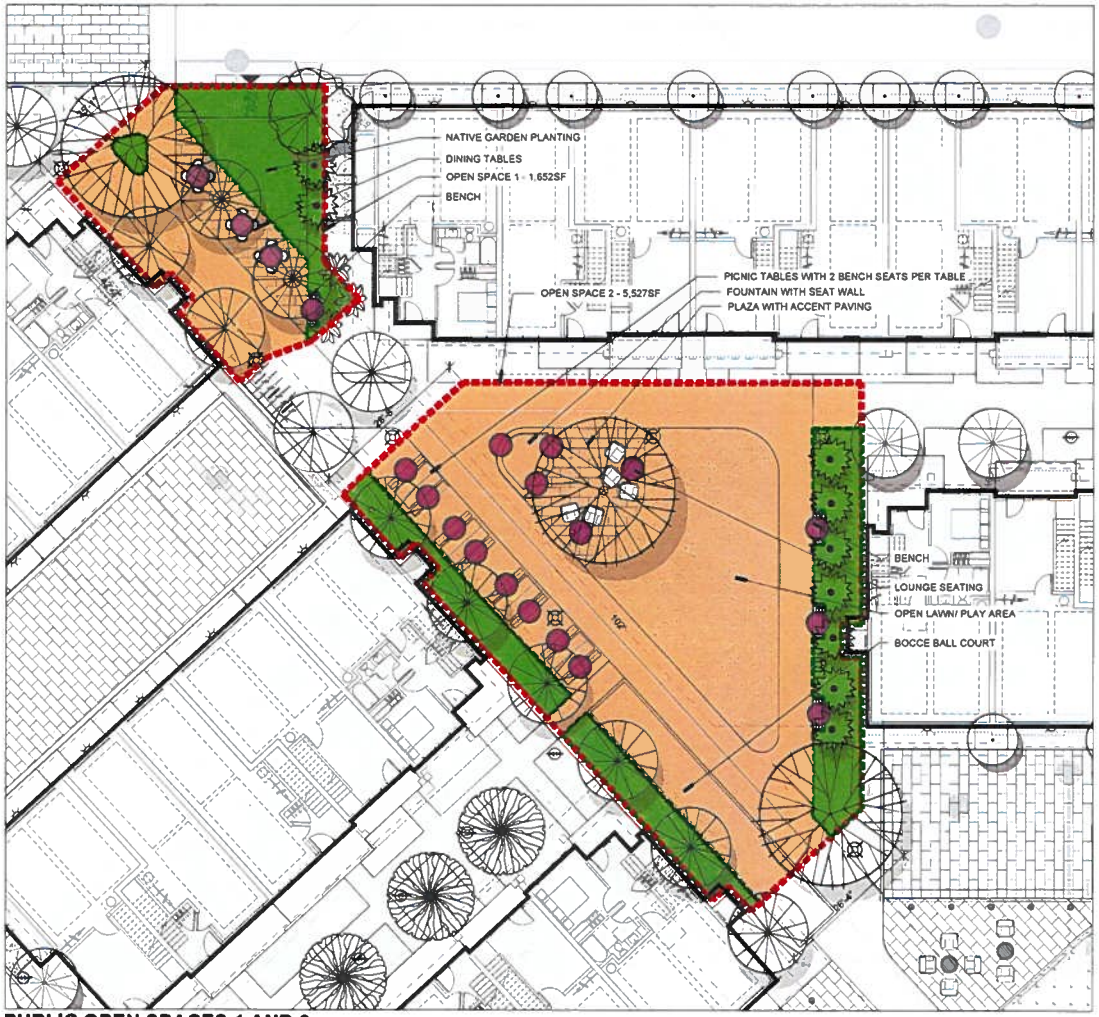
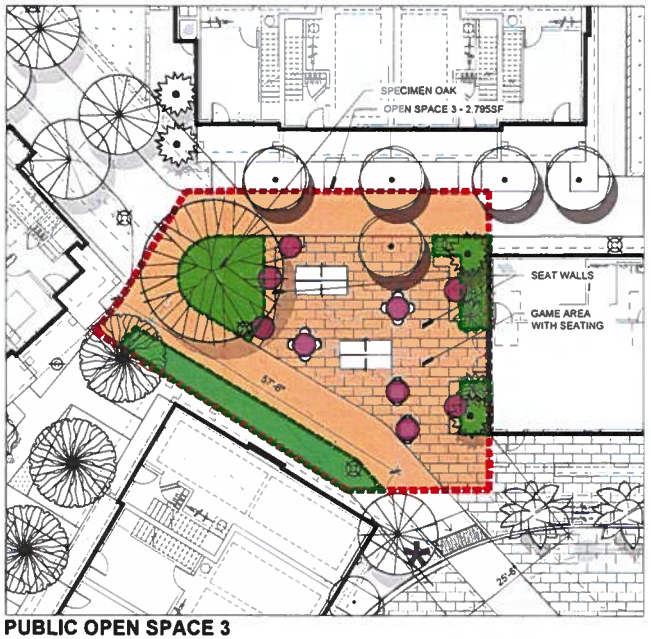
Sheet Title:
OPEN SPACE CALCULATIONS

Job No. 22029
Date 03/17/2026
Scale 1" = 30'-0"
Drawn By:

Sheet No:
L7.01



PUBLIC OPEN SPACES 1 AND 2



PUBLIC OPEN SPACE 3

SCALE 1" = 10'-0"

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PUBLIC OPEN SPACE ENLARGEMENTS

Job No. 22029
Date 03/17/2026
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Sheet No:
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April 23, 2026

Kristina Phung, AICP
Senior Planner
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Re: 600 Valley Way Residential Development Project (Site Development Permit P-SD24-0005, Tentative Map (P-MT24-0002), Density Bonus P-DB24-0001, Tree Removal Permit P-TR24-0018, and Environmental Assessment P-EA24-0003) State Density Bonus Law (Gov. Code § 65915) Request Letter

Dear All:

This firm represents The Sobrato Organization (the "Applicant") regarding the 600 Valley Way Residential Development Project (the "Project"), which is located on the approximately 7.22-acre site at 600 Valley Way (APNs 222-80-25, 222-80-24, and 222-80-22) (the "Project Site") in the City of Milpitas (the "City"). The Project will replace five existing non-residential structures with a new 134-unit for-sale residential community, including 20 for-sale units available below market rate for affordable housing for moderate-income households. The purpose of this letter is to provide an overview of the applicable provisions of the State Density Bonus Law (Gov. Code § 65915) ("SDBL") and formally request benefits available to the Project under the SDBL, including:

1. The Project requires one (1) concession.
2. The Project requires ten (10) waivers.
3. The Applicant reserves the right to modify its request for SDBL benefits, including but not limited to concessions and waivers, at a later time.
4. We note that the SDBL imposes a heavy burden on cities that seek to deny concession or waiver requests.

I. The Project qualifies for benefits under the State Density Bonus Law (Gov. Code § 65915) ("SDBL")

The SDBL requires the City to grant certain development benefits (e.g. bonuses, concessions, waivers and parking reductions) to developers who agree to provide affordable housing. The

Project qualifies for SDBL density bonuses, incentives and concessions from development standards, waivers, and parking reductions by providing 20 moderate income for-sale affordable homes, or 15% of the overall residential count of 134 residential units. This percentage of moderate income, for-sale homes exceeds the minimum 10% moderate income for-sale eligibility threshold for a project to be entitled to take advantage of SDBL benefits.[1]

The following are the SDBL benefits that the Applicant seeks at this time. The Applicant reserves its right to revise all eligible SDBL benefits at a later time.

II. The Project requires one (1) concession to achieve cost reductions to provide for affordable housing costs.

The Project is entitled to one incentive or concession by including at least 10% of the total units as affordable units available for sale to moderate income households.[2] "Concession" is defined expansively to include but is not limited to "A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in [Health and Safety Code Section 18901 *et seq.*], including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable and actual cost reductions, to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted [affordable units in the housing project]," "Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located," and "Other regulatory incentives or concessions proposed by the developer or the city, county, or city and county that result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted [affordable units in the housing project]."[3] While the Applicant reserves its right to modify its concession request at a later time, at this stage, the Project requests the following concession:

1. Milpitas Residential & Mixed Use Objective Design Standard 5.3.1: Fenestration Design – 2-inch Recessed. This requirement significantly increases cost—the 2-inch recess costs approximately $620 per window. The creation of an exterior recess requires additional lumber, waterproofing, stucco, and other materials, increasing the costs of construction. As the Project contains more than one thousand windows subject to this requirement, this increased cost would undermine the Project's financials. While the Project will comply with this requirement for some windows (those facing the pedestrian pathways), compliance for all windows is not feasible. The significant costs that would be imposed

[1] Gov. Code § 65915(b)(1)(D).
[2] Gov. Code § 65915(d)(2)(A).
[3] Gov. Code § 65915(k).

by complying with this requirement for the alley-facing windows will be reduced by use of the concession to provide for the moderate income affordable housing component of the Project.

The circumstances in which the City can deny a concession request are highly limited. The SDBL dictates that the City "shall" grant the request unless the City makes a written finding, based upon substantial evidence, that the concession (1) does not result in identifiable and actual cost reductions, (2) would have a specific, adverse health and safety impact for which there is no feasible mitigation, or (3) the concession would be contrary to state or federal law.[4] In any action, the City "shall bear the burden of proof for the denial of a requested concession."[5]

III. The Project requires ten (10) waivers of development standards that physically preclude the Project at the proposed density as designed.

The Project is entitled to "a waiver or reduction of development standards that will have the effect of physically precluding the construction of a development . . . at the densities or with the concessions or incentives permitted [by the SDBL]," and there is no limit on the number of waivers that may be sought.[6] The fact that alternative designs may exist that achieve the same unit density without requiring waivers cannot negate a requested waiver. Each waiver request must be assessed on its own terms at the level of plan detail at which it is presented and in the context of the narrow parameters discussed further below under which it may be rejected. While the Applicant reserves its right to request additional waivers at a later time, at this stage the Project will require at least the following waivers:

1. MGSP Urban Design Standard 3.7.3: Setback – Maximum Front Setback. This standard would result in the loss of floor area impacting residential units as designed and thereby forcing a reduction in Project density.

2. MGSP Urban Design Standard 3.7.3: Setback – Interior Side Setback Adjacent to Single-Family Residential. This standard would result in the loss of approximately two (2) units, forcing a reduction in Project density.

3. MGSP Urban Design Standard 3.7.3: Minimum 60% Building Frontage. This standard would result in the loss of approximately twenty-one (21) units, forcing a reduction in Project density.

4. MGSP Urban Design Standard 4.1.3.B: Adjacent to Freeways – Double Row of Trees. This standard would result in the loss of approximately twenty-nine (29) units, forcing a reduction in Project density.

[4] Gov. Code § 65915(d)(1).
[5] Gov. Code § 65915(d)(4).
[6] Gov. Code § 65915(e).

5. MGSP Urban Design Standard 5.3.9: Future Service Alleys. This standard would result in the loss of approximately forty-eight (48) units, forcing a reduction in Project density.

6. Milpitas Residential & Mixed Use Objective Design Standard 3.9.1.3: Planting. This standard would result in the loss of approximately twenty-three (23) units, forcing a reduction in Project density.

7. Milpitas Residential & Mixed Use Objective Design Standard 3.9.3: Adjacent to Freeways – Double Row of Trees. This standard would result in the loss of approximately twenty-nine (29) units, forcing a reduction in Project density.

8. Milpitas Residential & Mixed Use Objective Design Standard 4.1.3.6: Open Space Quality – Minimum of 40 feet in Width. This standard would result in the loss of approximately 2,500 SF or one (1) unit, forcing a reduction in Project density.

9. Milpitas Comprehensive Zoning Ordinance Standard C.2.120: Refuse and Recycling Areas – E.6 Enclosures – Location. This standard would result in the loss of approximately two (2) units, forcing a reduction in Project density.

10. Milpitas Comprehensive Zoning Ordinance Standard C.6.080.D: Size and Dimensions of Parking Spaces – Parallel Parking Space Dimensions. This standard would result in the loss of approximately forty-three (43) units, forcing a reduction in Project density.

The circumstances in which the City may refuse a waiver are highly limited. The City may only do so if granting the waiver would result in a "specific, adverse impact" "upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact," would have an "adverse impact" on a historic resource, or "would be contrary to state or federal law."[7] The burden is on the City to make such a showing based on the preponderance of the evidence.[8] Furthermore, the SDBL "shall be interpreted liberally in favor of *producing* the maximum number of total housing units,"[9] which indicates that the City and courts must aim their analysis of waiver requests to maximize housing production as proposed by project applicants.

IV. Conclusion

As identified above, the Applicant reserves the right to revise all eligible SDBL benefits at a later time. Thank you for your ongoing cooperation and support as the Applicant seeks to deliver much-needed housing for the City, including for-sale affordable housing. We would be happy to discuss the concession and waiver requests further, if helpful.

[7] Gov. Code § 65915(e)(1); see also *Schreiber v. City of Los Angeles* (2021) 69 Cal.App.5th 549, 556.
[8] Gov. Code 65589.5(d)(2).
[9] Gov. Code § 65915(r) (emphasis added).

Sincerely yours,

HOLLAND & KNIGHT LLP

Tamsen Plume

TABLE-1

Milpitas Gateway-Main Street Specific Plan (MGSP) Urban Design Standards Compliance

Standard	Meet Standard	Does Not Meet Standard	Not Applicable	Drawing Reference	Waiver or Concession	Notes
3.3 Intensity and Scale	●			G-001 G-002		The project proposes 19 du/ac and a 0.98 FAR, within MGSP GW-MU limits. It includes 3-story townhomes and one-story clubhouse, with building heights of 38' to the roof and 45' to the tallest element, below the max. 65' and 5 stories limit. Buildings 16 and 22 have been revised, resulting in a slight reduction in floor areas compared to the last submittal. Updated project total floor area: 307,102 SF Current FAR: 0.98. FAR Calculation: 307,102 sf / (7.22 ac x 43,560 sf) =0.98 FAR See Sheet G-001 & 002 (Project Information, Building Type Summary, and Indication of Property).
3.4 Economic & Development Incentives			●	N/A		The applicant is not applying any incentives at this time.
3.7.3 Setback		●		G-001 A-110 to A-130. A-200 to A-261 A-400 to A-460, A-480 A-310 SDB letter	Waiver #1, #2,#3 are requested. See State Density Bonus Letter	Per MGSP 3.5, Minimum setbacks apply to all stories. Maximum setbacks apply only to the ground Floor. New Sheets A-110 to A-130 have been added to show setback dimensions for the various building levels, including roof overhangs. A setback summary for each building is also provided in the lower-left corner of these sheets. The table on the G-001 table has also been updated. The proposed trellises and roof eaves (18" depth) comply with the allowed setback encroachment standards per CZO Table C.2.130-A. See Sheet A-310 for building sections, and Sheets A-200 and A-400 series for specific details and dimensions. Front Setback applies to Vally Way cul-de-sac, Bldg. 18, 16, 22, and 24. (MGSP 5-12 feet required) Minimum setback – compliant. (see Sheet A-110 to A-130) 11'-7" (Bldg 18) > min 5' requirement 13'-11" (Bldg 16) > min 5' requirement 11'-10" (Bldg 22) > min 5' requirement 14'-3" (Bldg 24) > min 5' requirement Maximum setback: partially compliant (see Sheet A-110): **13'-5" (Bldg 18)> max 12'' requirement** **15'-5" (Bldg 16) > max 12'' requirement** 11'-10" (Bldg 22) < max 12'' requirement **14'-3" (Bldg 24) > max 12'' requirement** Setbacks for Buildings 18, 16, 22, and 24 have been updated to provide 10' PUE requirement at the cul-de-sac on Valley Way, per the direction accepted by City Public Works at the October 16 meeting. Meeting notes were sent to the City on 10/23/2025. All four buildings meet the min. setback requirements. Building 22 meets the max. setback requirements. Bldg. 16, 18, and 24 do not meet the maximum setback standards. **A waiver is requested.** Building Frontage on Vally Way cul-de-sac. (Min. 60% required): The building frontage (Bldg. 16, 18, 22, 24) does not meet the minimum 60% of building frontage to meet the minimum front setback, per MGSP 3.5 & 3.7.3. requirements. **A waiver is requested.** Interior setback applies to the east edge of the site. Bldg. 17, 18, and 24. (MGSP Min. 0 feet required) The project complies with this setback requirements. Proposed setback ranges from 10'-3" to 13'-6", as listed below: (See sheet A-110 to A-130) Bldg. 17: 12'-11" > min. 0' requirement Bldg. 18: 10'-3" > min. 0' requirement Bldg. 24:13'-6" > min. 0' requirement Interior Side Setback Adjacent to Single-Family residential applies to the north edge of the site, for Bldg. 1, 10, 11, 17 and trash enclosure. (MGSP Residential. Min. 10 feet required). Setbacks are proposed as below: Bldg. 1: 38' > min. 10' requirement Bldg. 10: 38' > min.10' requirement Bldg. 11:38' > min. 10' requirement Bldg. 17:28'-5" > min. 10' requirement **Trash Enclosure: 6' < min. 10' requirement** All 4 buildings comply with setback

						requirements. The rash enclosure does not comply with setback requirements. **A waiver is requested.** Transitions to Single-Family Residential Neighborhoods: The project complies with MGSP 4.1.3A and ODS 3.9.1. See Sheet A-300, A-450, and A-480 for compliance with daylight plane requirements. Setback Along Freeway Edge applies to the west edges of the site, for Bldg. 1, 2, 6, 8, 9, 20, 23, and 24. (MGSP 4.1.3 B requires a minimum setback of 60 feet) Proposed setbacks from Freeway: Bldg. 1: 106'-5" > min. 60' requirement Bldg. 2: 99'-2" > min.60' requirement Bldg. 6:102'-5"> min. 60' requirement Bldg. 8:136'-4" > min. 60' requirement Bldg. 9:121'-1" > min. 60' requirement Bldg. 20:139'-9" > min. 60' requirement Bldg. 23:144' > min. 60' requirement Bldg. 24:139' > min. 60' requirement Sheet A-110 to A-130 shows setbacks of over 100 feet from the edge of freeway to proposed buildings, well exceeding the 60 feet minimum.
3.7.3 Active Frontage Design & Public Realm Improvements	●			A-100, A-110		Compliant. Ground floor residential unit entries are oriented towards the publicly accessible pathway. Provided open spaces are consistent with Figure 3-6.
3.9 Open Space Standards	●			L7.01		Compliant. Requirements have been noted as shown on L7.01 and L7.11.
3.9.1 Minimum Open Space	●			L7.01		Compliant. The project meets the requirements on MGSP table 3.8 as shown on the table included on sheet L7.01. L7.01 shows the locations of the qualifying open spaces. A table noting the requirements and how the project meets them is included on this sheet. L7.11 has enlargements of the 3 common open space areas used to meet the requirements. This sheet includes the dimensions for the areas and information about the amenities included. All common open space is publicly accessible; meeting min. 5% of the open space shall be publicly accessible. Common Open Space 9,974 SF / (Common Open Space 9,974 SF+ Private Balconies 2,154 SF + Private Terraces 12,498 SF) = 9,974 / 24,626 = 40.5%.
3.9.2 Common Outdoor Open Space	●			L7 series L5.01 and L5.02.		Compliant. The plans and tables on sheets in the L7 series show the open space size requirements. L7.11 has enlargements of the 3 common open space areas used to meet the requirements. This sheet includes the dimensions for the areas and information about the amenities included. A total of 9,974 square feet of common open space is provided, exceeding the minimum requirement of 8,040 square feet. Additionally, 13,967 square feet of private open space is provided through terraces and balconies, exceeding the minimum requirement of 5,360 square feet. The plans show the planting requirements have been met. The lighting requirements are met as shown on the L7 series and the lighting and photometric sheets L5.01 and L5.02. The open space areas are open to the sky and include the items noted in 3.9.3.8.
3.9.3 Private Open Space	●			L7.01 L7.11 A-200 to A-260		Compliant. The amount of private open space is met as shown on the table on L7.01. See Sheets A-200 to A-260. Private porches and upper decks are labeled with dimensions and square footage. All private open spaces meet the minimum dimensional requirements as shown (min.5 feet in all directions)
3.10 Parking Standards 3.10.1 Parking Ratios	●			G-001 G-002 G-005		The project is not within one-half mile of a VTA light station. The proposed number of parking spaces and parking ratio meet the MGSP Table 3-9 requirements. Plan Review Manager, Betty Chan, confirmed in her email dated October 14, 2025, that the latest parking types and quantities meet the requirements. A total of 268 resident parking spaces will be provided through private garages. A total of 60 guest parking spaces are provided outdoors. The vehicular parking summary tables on Sheet G-002 have been updated with all the requested information, including min. stall dimensions, EV, accessible, tandem or side-by-side...etc. No compact stalls are proposed. No SDB ratio/parking reduction is applied at this time. All outdoor guest parking spaces are designated for guest use and are shown on the G-005 site plan. Stall types, typical dimensions, EV spaces, private garage size, and accessible parking spaces are labeled on the plans.
3.10.2 Shared Parking			●	N/A		No shared parking is proposed.

3.10.3 Unbundled Parking			●	N/A		Resident parking spaces for the project are provided within the private garage of each unit. All outdoor parking spaces are guest parking, unassigned.
3.10.4 Parking Location and Access	●	● See Waiver #11 under the CZO				1. Not applicable. The project is not located within the Crossroads or Main Street districts. 2. Compliant. On-site parking spaces are accessed through the alleys. 3. Not applicable. The project is not located within 50 feet of existing street parking. 4. Noted. 5. Compliant with exception. The project complies with the applicable requirements of the CZO, except for Section C.6.080.D – Size and Dimensions of Parking Spaces (parallel parking spaces). A waiver has been requested.
3.10.5 Electric Vehicle Charging	●			G-002, G-005, A-200 to A-261		The proposed EV, EV ready, and/or EVCS are compliant and provided pursuant to the following codes: - Pursuant to CBC 1109a.2.1 private garage, exception 1 applied to the project. Project complies. - Pursuant to MMC chapter 19 - 4.106.4.1 one-and two-family dwellings and town-houses with attached private garages. The 1st stall is Level 2 EV Ready. The 2nd stall is Level 1 EV Ready. Project complies. - pursuant to MMC chapter 19 - section 4.106.4.2.1 - 25% of spaces with EVCS level 2 EV ready. 75% of spaces with low power level 2 EV ready. Project complies. - Pursuant to CBC 1109a.5 unassigned and visitor accessible parking spaces & 1109a.8.6 van accessible parking space requirements. Project complies. - Required resident and visitor parking ratio are based on MGSP. Project complies. - Parking provided in garage of the TH1 unit type are tandem parking spaces. Other unit types (TH2 & TH3) are side-by-side parking in garage. The parking numbers provided were also confirmed by city staff on 10/14/2025 via email. See Sheet G-002 for EV parking breakdown and Sheet G-005 for locations. All parking spaces comply with City Reach Code (MMC Ch 19) mandates: each private 2-car garage includes one Level 2 EV Ready stall and one Level 1 EV Ready stall. For outdoor guest parking spaces, 25% of stalls will be EVCS with Level 2 infrastructure, and 75% will be Low Power Level 2 EV Ready.
3.10.6 Bicycle Parking	●			G-002 , L1.01, A-200 to A-261 L6.02		Per MGSP, 0.5 spaces are required per unit for residential bike parking. The project requires 68 bike parking spaces. Total 134 long-term bike parking spaces are provided. One bike parking space is provided in the private garage of each unit. See Sheets A-200 to A-261. of the building plans for bike parking stall locations. Per CZO Table C.6.100, 15% of required bike parking spaces shall be short-term spaces. The project requires 11 short-term bike spaces. (68 x 15% = rounded up to 11). Total 12 short-term outdoor bike spaces (bike racks) are provided on the site for the project. See L1.01 for bike rack locations. See L6.02 for bike rack.
4.1.1.A Block Size Standards	●			G-008		Compliant. All blocks' perimeters are under 1,400 feet. All blocks' lengths are under 400 feet. New Streets and connections aligned with Mobility Framework.
4.1.2.A Building Siting and Orientation	●			A-100.		All building unit entries are facing publicly accessible pathways and common open spaces.
4.1.2.B Building Encroachment			●	N/A A-100.		Not applicable. Project does not have setback encroachments for the design feature of Table 4-1.
4.1.3.A Transitions to Single-Family Residential Neighborhoods	●			A-300, A-110 to A-130		Compliant. Daylight plane: The project complies with MGSP 4.1.3A and ODS 3.9.1. as shown on Sheet A-300
4.1.3.B Adjacent to Freeways		●		A-100 to A-130 L1.01, L2.01	Waiver #4 is requested. See State Density Bonus Letter (for double rows of trees requirement)	The setback is compliant. MGSP 4.1.3 B requires a minimum setback of 60 feet from the edge of freeway right-of-way. Sheet A-100 to A-130 show setbacks of over 100 feet from the edge of freeway to proposed buildings, well exceeding the 60 feet minimum. Project complies with setback. The double rows of trees cannot be planted due to the overhead powerline easement. **A waiver is requested.**
4.1.3.C Adjacent to Railroad Lines			●	N/A G-001, A-100.		Not applicable. Project is not adjacent to railroad lines.
4.1.3.D Adjacent to Creeks and Channels			●	N/A G-001, A-100.		Not applicable. Project is not adjacent to creeks and channels.
4.1.4.A Service and Parking Entries			●	N/A G-001, A-100.		Not applicable. Site does not face main public street with building. All street access to buildings are provided through private streets.
4.1.4.B Surface Parking Lots			●	N/A		Not applicable. Site does not provide surface parking lots.
4.1.4.C Parking Structures			●	N/A		Not applicable. Site does not provide parking structures.
4.1.5.A Service and Utility Areas	●			TM-1.0 to TM-7.5		Compliant. Utilities will be meeting city's flood plan management construction standards. Rooftop AC unit is screened by the mansard roof. At-grade AC unit is screened by decorated fence.

						Underground transformers are not allowed per PG & E, compliant with MGSP 4.1.5.A.1. Compliant. Transformers are screened per the requirement where possible without impeding access.
4.2.1.A Building Massing and Form			●	N/A A-100, A-400 to A-470.		No building at street intersections with traffic signals and at community or district gateway sites. No building is taller than 5 stories
4.2.2.A General Standards			●	N/A G-001, A-100.		Not applicable. Project is not fronting a continue public right of way. However, the project does provide units and common open space facing the cul-de-sac.
4.2.2.B Façade Composition			●	N/A A-100, A-400 – A-470.		Not applicable. Project is not fronting a continue public right of way. However, the project does provide variations in building modulation, articulation and fenestration.
4.2.3.A Building Entries and Doors	●			G-005, A-100, A-200 – A-270, A-400 – A-470.		Building entries of Buildings 16, 18, 22, and 24 are located at corners of the building, face and connect with a publicly accessible pedestrian path. All other buildings are N/A, as they are not located along the public right-of-way.
4.2.4.A Windows and Glazing	●			A--500.		Compliant. Project is proposing operable vinyl windows.
4.2.4.B Bird Safety	●			A--500.		Compliant. Project is proposing operable vinyl windows with low reflectivity.
4.2.5.A Building Materials and Colors	●			A-500.		Building materials are provided on Sheet A-500
4.2.6.A Roof Standards			●	N/A A-200 – A270		Not Applicable. Common open spaces are not provided through rooftops.
4.3.1.A Design of Ground-floor Residential	●			A-100, A-200 – A-270.		Project proposes terraces at entries that meet the requirements.
4.3.2.A Design of Commercial Shopfronts and Corners			●	N/A		Not Applicable. Project does not provide commercials on ground floor.
4.3.2.B Guideline			●	N/A		Not Applicable. Project does not provide commercials on ground floor.
4.3.3.A Outdoor Dining General Standards			●	N/A		Not Applicable. Project does not provide outdoor dining on ground floor.
4.3.3.B Sidewalk Outdoor Dining			●	N/A		Not Applicable. Project does not provide outdoor dining on ground floor.
4.3.3.C Parklets			●	N/A		Not Applicable. Project does not provide outdoor dining on ground floor.
4.3.4.A Street Trees	●			L2.01		Compliant. Street trees specified for the Cul-de-sac on L2.01.
4.3.5.A Lighting	●			L5.01, L5.02, L5.03		Compliant. Lighting has been included on sheet L5.01
4.3.5.B Signage			●	N/A		N/A. No business and/or retail have been proposed for the Project.
4.3.5.C Guidelines	●			L5.01, L5.02, L5.03		The color of the lights will be compatible with the building colors.
5.1 Mobility Framework						Project complies with mobility framework in Figure 5.1
5.2 Street Activity Zones	●			sheet L1.01.		The project provides landscape between building entries and pedestrian walkway as semi-public/public transition. See sheet L1.01.
5.3 Street Design	●			TM-3.1, TM-4.3, A-100, G-005		5.3.9 Future Residential Alleys applicable to the project.
5.3.8 Future Residential Streets	●			TM-4.2 A-100.		Per discussion with city, a segment of new sidewalk will be added in front of the vacant lot on Valley Way as off-site improvement.
5.3.9 Future Service Alleys		●		G-005, A-100, A-300, TM-2.3, TM-3.1, TM- 4.3 SDB letter	Waiver #5 is requested. See State Density Bonus Letter	The project proposes a private alley with 26-foot two-way ROW / EVA lane. Additional minimum 4-foot setbacks are provided on both sides of alley for garage aprons and landscape planting areas. The total width of the private alley is 34 feet, consisting of the 26-foot ROW and 4-foot setbacks on both sides. Plantings are interspersed between garage entries, and alternatively pedestrian walkways are connected throughout the site via unit front entries, creating a safer and more comfortable pedestrian environment. Meeting MGSP Figure 5-14 standards would require a 35-foot-wide alley (25-foot ROW with 5-foot setbacks on both sides), resulting in the loss of approximately 48 units and reduced project density. **A waiver is requested.**
5.3.10 Future Paseo			●	N/A		No “paseo” has been proposed or designated to the project.
5.6 Pedestrian Network			●	N/A		No pedestrian intersection improvements and/or new signalized intersection are required for the project per MGSP figure 5-17.
5.8 Parking	●			G-002		Acknowledged district-wide parking policy and standards. Table 3-9 parking ratio standards are met as shown on G-002 and were also confirmed by the City on 10/14/2025 via email. No future public parking area applied to the project per Figure 5-1.
6.3.4 Privately-Owned, Public Open Spaces			●	N/A		Project does not include any privately-owned, publicly accessible open spaces (POPOS).
6.5.1 Street Lights and Banners	●			L5.02, L5.03		Compliant. Sheets L5.01 and L5.02 show a family of compliant LED lights meeting the requirements in this section.
6.5.3 Street Landscaping	●			L1.01, L2.01, L2.02		Compliant. The streetscape areas use the trees and planting from the list noted in this section. Additional plant species are included in other areas based on requirements for treatment areas, specific site conditions and to meet requirements from the objective design standards.

6.5.4 Hardscape Material Palette	●			L1.01		Compliant. The pedestrian paving areas are consistent with the materials noted in this section as shown on L1.01.All roadways are AC pavement.
7.1.2. Recommended Stormwater Infrastructure Improvements (#1-8)						Acknowledged the recommendation.
7.2 Flood Protection	●			TM-2.1 Existing Conditions TM-5.1 Preliminary Grading		All buildings meet the minimum freeboard above the 100-year based flood elevation. Kier + Wright (civil) has reviewed all subsections to Section 7.2. A. Plans meet Section 7.2.A Small portion of the project is in Flood Zone AE, which is shown on the Existing Conditions Sheet. Shading has been added to the existing conditions plan to show the hazardous flood zone area. TM-2.1. see below. All areas inside the yellow line is outside the flood zone. The BFE elevation is 18.0-19.0. All buildings FF elevations are set to be a minimum of 1-foot above the BFE and all electrical facilities are above the BFE. See grading plan TM-5.1 and Utility Sheet TM-6.1.
7.6.1 Electricity and Gas	●			TM-6.1		All power shall be within the joint trench as shown on the utility sheet and shall meet all of the required agency standards. Gas is not proposed for this development. The project complies with Milpitas Reach Code for All-Electric Building and EV Parking requirements. The project will be PV ready in compliance with Title 24.
7.6.3 Energy and Technology Standards	●			TM-6.1		All new facilities shall be undergrounded (transformer is above-grade). It is assumed public broadband facilities are available in the area. There are no new businesses and therefore no fiber-optic connections needed. PG&E will not allow the overhead transmission lines, along the southerly property line, to be undergrounded.

TABLE-2
Milpitas Residential and Mixed-Use Objective Design Standards Compliance

Standard	Meet Standard	Does Not Meet Standard	Not Applicable	Drawing Reference	Waiver or Concession	Notes
1.1.3 Additional Documents	●			See Table 1 and 3 on Sheet G-006		The project is also governed by Comprehensive Zoning Ordinance (adopted September 2, 2025) and Gateway-Main Street Specific Plan (adopted on October 28, 2025).
1.3 Applicability	●			G-001		The project is a multi-family project with total 134 units, including 24 new three-story townhome buildings and one one-story clubhouse.
2.1.1. Maximum Block Length	●			G-008		Compliant. Block length and perimeter meet the standards.
2.2.1 Mid-block Connections	●			A-100, L1,01		Comply with the standard.
2.2.2 Minimum Building Setbacks for private streets and publicly accessible pedestrian pathways			●	G-005		Not applicable. No primary building frontages face publicly accessible pedestrian pathways.
2.2.3 Paseo/ Pedestrian Path			●	A-110, A-400 to A470.		The proposed 8-foot-wide publicly accessible pedestrian pathway meets the standard). The building-to-building width meets the minimum requirement of 20 feet (see Sheet A-110. No adjacent buildings exceed 35 feet in height, in accordance with ODS Section 2.2.3 (see building elevations). The project does not include a shared street/woonerf. Alley dimensions are governed by MGSP standards.
2.2.4 Shared Street/ Woonerf			●	N/A		Not Applicable. The project does not include a shared street/woonerf.
2.2.5 Private Street			●	N/A		Not Applicable. Alley dimensions are governed by MGSP standards.
2.3.1 Required Publicly Accessible Open Spaces			●	L7.01		Not applicable. Project is not a Large Sites/Master Planned project.
2.3.2 Minimum Design Requirements			●	A-100, L1.01		Not applicable. Project is not a Large Sites/Master Planned project.
2.4.1 Mail Delivery	●			L1.01		Comply with the standard. Mailboxes are provided along publicly accessible spaces in front of building clusters.
3.1 Effective Sidewalk Width			●	TM-4.1		A 10-foot sidewalk is proposed at the Valley Way cul-de-sac, as approved per direction from the City Public Works Department.
3.2.1 Building Frontages	●			A-100		Compliant. Individual unit entries face publicly accessible pathways.
3.2.2 Pedestrian Connection	●			L1.01, A-100		Compliant. Publicly accessible pathways are provided at 4 feet.
3.2.3 Building Setback/ Building-to-Zone			●	G-006, A-100 to A-140.		This standard is superseded by the provisions of the MGSP. See MGSP compliance matrix on Sheet G-006.
3.3.1 Landscaping	●			L1.01, A-100 to A-140		Min. 40% planted requirement: Compliant. 59% of the front setback area are planted. No trees are required, as the proposed front setback is less than 15 feet.
3.3.2 Encroachments	●			A-100 to A-140		Project meets the standard. The proposed trellises and roof eaves (18" depth) comply with the allowed setback.

						encroachment standards per CZO Table C.2.130-A. See Sheet A-310 for building sections, and Sheets A-200 and A-400 series for specific details and dimensions.
3.4.1.1 Active Frontages Types	●			A-100 to A-140, A-200 – A-270.		Compliant. Ground floor residential units with individual unit entries are provided.
3.4.1.2 Active Frontages Requirements	●			A-100 to A-140, A-200 – A-270.		Compliant. The building façades, with individual unit entries, face publicly accessible pathways.
3.4.1.3 Minimum Depth of Active Uses	●			A-100 to A-140, A-200 – A-270.		Compliant. Ground floor residential units have a depth greater than 16 feet.
3.4.1.4 Finished Floor Heights of Active Uses	●			TM-5.1, A-300, A-301		Compliant. Residential unit entries are proposed to be above grade at back of pathway.
3.4.1.5 Variable Finished Floor Heights			●	N/A TM-5.1		Not applicable. Project is designed to meet city's floodplain management ordinance.
3.4.1.6 Floor-to-Floor Heights of Active Uses			●	N/A		Not applicable. The project does not include commercial spaces, ground-floor offices, or live/work units.
3.5.1.1 Vehicular Access Hierarchy	●			G-005		Compliant. Project provides parking and service area access from proposed alleys.
3.5.1.2 Driveway and Curb Cuts	●			G-005, TM-8.1		Compliant (Sheets G-005, TM-8.1). The Valley Way cul-de-sac frontage is approximately 265 feet, with three curb cuts provided for emergency vehicle access, allowed as an exception per ODS 3.5.1.2. The traffic report confirms that the design is feasible and poses no safety issues. Driveways are located more than 3 feet from adjoining parcels.
3.5.1.3 Limitation on Parking and Loading Frontage			●	N/A		Not applicable. The project does not include off-street parking or off-street vehicle loading.
3.5.1.4 Screening for Structured Parking			●	N/A		Not applicable. The project does not include parking structure.
3.6.1.1 Bay Friendly Planting and Water Conservation	●			L2.01 and L2.02		Compliant. Planting information is noted on sheets L2.01 and L2.02.
3.6.2 Non-Plant Materials, Soil and Mulch	●			L2.01 and L2.02		Compliant. The project proposes planting in all landscaped areas with a 3-inch layer of mulch.
3.6.3.1 Parking Lot Landscaping			●	N/A		No off-street parking or parking lots are proposed for the project.
3.6.4 Plant Size and Spacing	●			L2.01 and L2.02		Compliant. Notes have been added to the plans to confirm the plant sizes will be compliant with the size requirements. Tree spacing at the cul-de-sac meets the requirement.
3.7.1 Service Areas, Storage, Utilities and Equipment	●			TM-6.1, A-310		Transformers are proposed at grade, as undergrounding of utilities is prohibited by the utility provider, PG&E. Air-conditioning condensers are located on the rooftops and are screened by the mansard roof.
3.7.2 Waste Removal	●			A-100 to A-140, A-280, A-480, TR-1 to TR-3		The project proposes a concierge service to transport waste from each unit to the trash enclosure. A pathway for tenants to access the trash enclosure is not required. The design of the trash enclosure and the materials used meet the applicable standards.
3.8.1 Nuisance Prevention	●			L5.01, L5.02, L5.03		The lights are positioned and specified to meet the requirements.
3.8.2 Maximum Height	●			L5.01, L5.02, L5.03		No lights are specified to exceed 16' tall.
3.8.3 Fixture Types	●			L5.01, L5.02, L5.03		All site lighting specified as cut off or full cut off.
3.8.4 Minimum Lighting Requirements	●			L5.01, L5.02, L5.03		Preliminary photometrics have been included in the set. The site lighting will be designed to meet the requirements.
3.8.5 Design of Fixtures	●			L5.01, L5.02, L5.03		The lighting will be designed and specified to meet the requirements.
3.8.6 Energy Efficiency	●			L5.01, L5.02, L5.03		The lighting specified meets the requirements.
3.9.1 Adjacent to Lower Density Development	●			A-110 to A-140, A-400 to A-460, A-300, A-480		The north side of the project site shares a property line with an R1-6 residential zone, which requires a minimum rear setback of 25 feet. The proposed setbacks on the north side for buildings greater than two stories range from 26'-5" to 37'-0", exceeding the 25-foot minimum requirement (see Sheets A-110 to A-140). No proposed building exceeds a height of 40 feet (see Sheets A-400 to A-460). No portion of the proposed buildings encroaches into the 45-degree daylight plane (see Sheet A-300, A-450, A-480).
3.9.1.3. Planting		●		L1.01, L2.01	Waiver #6 is requested. See State Density Bonus Letter	**Not Compliant:** Trees will be planted along the north side of the site and meet the minimum required number. However, due to site constraints, the project does not meet the maximum 50-foot tree spacing and the minimum of three shrubs per 20 linear feet. Along the freeway side, no trees are allowed due to the existing overhead powerline easement. Denser tree planting will reduce the parking count and affect unit loss of the project. **A waiver is requested.**
3.9.2 Adjacent to Major Roadways			●	N/A		Not applicable. Project is not adjacent to major roadways.
3.9.3 Adjacent to Freeways	● (setback)	● (doble rows of trees)		Sheet A-100 to A-140.	Waiver #7 is requested. See State Density Bonus Lette	Compliant. Noise study report has been submitted. Soundwall will be constructed for the project. Project provides approximately 99' to 144' setback from the edge of the I-880 freeway to buildings. Not compliant. The double rows of trees cannot be

						planted due to the overhead powerline easement. **A waiver is requested.**
3.9.4 Adjacent to Railroads			●	N/A		Not applicable. Project is not adjacent to railroads.
3.9.5 Adjacent to Natural Areas/Creeks/Channels			●	N/A		Not applicable. Project is not adjacent to natural areas, creeks and channels.
4.1.1 House-like/ Multiplex			●	N/A		Not applicable. Project is not proposing house-like, multiplex building typologies.
4.1.2 Middle Housing	●			G-001		Compliant. Project is proposed as Low-Rise Multifamily (L) under Middle Housing (M)
4.1.3.1 Development Standards Table	●			A-200 to A270, A-400 to A-470.		Compliant. The project is proposed as Low-Rise Multifamily (L) under Middle Housing (M). The Open Space Standard is superseded by the Milpitas Gateway–Main Street Specific Plan (MGSP) and shall follow MGSP standards. Refer to the building plans and elevations for building width dimensions.
4.1.3.2 Façade Modulation and Articulation	●			A-400 to A-470, A-310, A-200 to A-270.		Compliant. Project is proposing modulation through a) varied roof forms; b) balconies, front porches (arcade), and overhang; c) projections/recesses that are at least one foot in depth. Project is proposing articulation through variation in c) railings with metal; d) decorative trim elements; e) Windowsill; f) roof overhangs at least 18 inches deep (see A-310).
4.1.3.3 End Units	●			A-200 to A-261, A-400 to A-470, G-009 to G-018.		End unit façades does not comply with min. 10% fenestration. However, governed and superseded by MGSP Section 4.2.2, blank walls are allowed if they do not exceed 50 feet in length. The end unit facade width is less than 50 feet. Architectural elements (the ladder access tower) comply with a minimum of 18 inches projection. No ground floor parking proposed on the primary façade or building entry facing façade.
4.1.3.4 Entries			●	N/A		Not applicable. No building entries are proposed on the side of the building
4.1.3.5 Parking + Access			●	N/A		Not Applicable. Project is not (S) and Rowhouse building types.
4.1.3.6 Open Space Quality		●		L7.01, L7.11	Waiver #8 is requested. See State Density Bonus Letter	Not compliant. Due to the irregular shape of the site, the provided publicly accessible open space does not meet a minimum of 40 feet in width. Complying with this standard would result in the loss of approximately 2,500 sf or 1 unit. **A waiver is requested.**
4.2 Large and Extra-Large Building Types			●	N/A		Not applicable. Project is not proposing large and extra-large building types. Project is proposed as Low-Rise Multifamily (L) under Middle Housing (M).
4.3 Façade Design (L)(XL)			●	N/A		Not applicable. Project is not proposing large and extra-large building types. Project is proposed as Low-Rise Multifamily (L) under Middle Housing (M).
5.1.1 Building Entries (M)(L)(XL)	●			A-100 to A-140, A-200 – A-270.		Compliant. Primary building entries face publicly accessible pedestrian pathways. The project proposes individual residential entries for each unit.
5.1.2.2 & 5.1.2.3 Ground Floor Facades			●	A-200 to 270, A-400 to A-470		Some façades do not meet the minimum transparency requirement; However, governed and superceded by MGSP Section 4.2.2, blank walls are allowed if they do not exceed 50 feet in length. The facade widths of where no windows proposed are less than 50 feet. All project façades without windows comply with this standard.
5.2.1 Stoop Entry			●	N/A		Not applicable. The project does not propose stoop entry as building entry.
5.2.2 Porch Entry			●	N/A		Not applicable. The project does not propose porch entry as building entry.
5.2.3 Dooryard/ Patio Entry			●	N/A		Not applicable. The project does not propose patio entry as building entry.
5.2.4 Terrace	●			A-100 to A-140, A-200 – A-270.		Not applicable. No building fronts a public space or street. Nevertheless, the project proposes arcades and trellises in front of building entries to serve as terraces and provide a transitional space.
5.2.5 Front Court			●	N/A		Not applicable. The project does not propose front court as building entry.
5.3.1 Fenestration Design		●		A-400 to A-480	Concession #1 is requested. See State Density Bonus Letter	Not compliant. The project proposes 2-inch recessed window with sill only on the pedestrian pathway facing side. Fenestration facing the alleys will be flush windows. **A concession is requested.**
5.4.1 Green/ Productive Roofs			●	A-140		Not applicable. All building net roof areas are less than 5,000 sf. Project is proposing mainly pitched roofs and flat roof areas for emergency fire access, HVAC systems and maintenance. See Sheet A-140.
5.5.1 Allowed Building Materials			●	N/A		Not applicable. Superseded by the Milpitas Gateway Specific Plan (MGSP), which governs the standards. Per MGSP 4.2.5, no more than three materials shall be used as exterior finish. This standard conflicts with ODS 5.5.1.
6.2.1 Publicly Accessible Open Spaces			●	N/A		Project does not include any privately-owned, publicly accessible open spaces (POPOS).
6.2.2 Common Open Space	●			L7.01		The common open space is located adjacent to the residential units and is accessible to all residents. It also meets the minimum required dimensions of 20 feet in both width and length.
6.2.3 Private Open Space	●			L7.01, A-200 to A261		Compliant. See Sheets A-200 to A-261. The minimum dimension requirement of 5 feet is per MGSP, and the minimum area requirement of 50 square feet is per ODS. Project meets both requirements.

TABLE-3
Milpitas Comprehensive Zoning Ordinance Standards Compliance

Standard	Meet Standard	Does Not Meet Standard	Not Applicable	Drawing Reference	Waiver or Concession	Notes
C.2.120 Refuse and Recycling Areas – E.6. Enclosures		●		Sheet A-100 to A-140	Waiver #9 is requested. See State Density Bonus Letter	Per CZO E.6 - Trash enclosures shall be located as far away as possible from residential zones and residential uses. Due to site constraints and the areas needed for stormwater control, there is no alternative location available for relocating the trash enclosure. **A waiver is requested.**
Table C.6.080-B: Maneuvering Aisle Minimum Dimensions	●			Sheet TM-4.1 to 4.2		Compliant. The proposed alleys are 26' wide for two-way traffic.
C.6.080.D. Size and Dimensions of Parking Spaces and Maneuvering Aisles.		●		Sheet G-005, G00-2	Waiver #10 is requested. See State Density Bonus Letter	CZO standards for parallel parking spaces require a minimum of 10 feet wide and 22 feet long. The project proposes parallel parking spaces along alleys that are 9 feet wide and 20/22 feet long. **A waiver is requested.**

HEXAGON TRANSPORTATION CONSULTANTS, INC.

600 Valley Way Development

Transportation Operational Analysis

Prepared for:

City of Milpitas

May 7, 2026

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Executive Summary

This report presents the results of the transportation operations analysis (TOA) conducted for the proposed residential development at 600 Valley Way in Milpitas, California. The project site is located on the cul-de-sac at the end of Valley Way, north of the intersection of Abbott Avenue and Calaveras Boulevard. The project would construct 134 townhomes on an existing office site. Access to the project site would be via three existing driveways on the cul-de-sac.

The project is located within the Milpitas Gateway-Main Street Specific Plan (MGSP) area. The MGSP was adopted while the TOA for this project was underway. Since the Specific Plan had not been approved at the time of analysis, land use forecasts and transportation improvements identified in the Specific Plan were not assumed for this study. The site circulation and access review is based on the MGSP standards.

Trip Generation

Based on trip generation rates recommended by the Institute of Transportation Engineers (ITE), it is estimated that the proposed project would generate 720 net daily trips, including 24 trips during the AM peak hour (18 fewer trips inbound and 42 additional trips outbound) and 49 trips during the PM peak hour (38 inbound and 11 outbound).

Level of Service Analysis

Under cumulative no project conditions, the CMP intersection of Abel Street and Calaveras Boulevard would operate at a substandard LOS F during both peak hours. Under cumulative plus project conditions, the increase in delay and V/C would be minor and would not result in an adverse effect at this intersection. All other study intersections would operate at acceptable levels of service.

Queuing Analysis

Currently, the eastbound left-turn pocket queue during the PM-peak hour at the intersection of Abbott Avenue and Calaveras Boulevard exceeds the storage capacity. With the project under existing and cumulative conditions, the 95th percentile queue is expected to increase by 25 feet or one car length. The existing turn pocket could be extended by cutting into the median. It is recommended that Caltrans review the storage deficiency at the Abbott Avenue and Calaveras Boulevard intersection to determine if a project monetary contribution to the existing deficiency is warranted.

Site Access and Circulation Review

The following recommendations have been made based on the site access and circulation review of the site plan:

- All three project driveways should be stop-controlled to clearly establish the right-of-way for motorists. The westbound approach entering the cul-de-sac should remain free-flowing.
- The project should ensure there be no signs, fences, or tall bushes that might block line of sight for 150 feet for the north and south driveways. Furthermore, on-street parking should be prohibited within the cul-de-sac and on the north side of Valley Way along the existing vacant parcel to prevent sight distance issues.
- The project should ensure all parking spaces and garages meet the minimum dimensions per the Comprehensive Zoning Ordinance.
- The project should demonstrate all dead-end access roads and onsite roadways are accessible for emergency vehicles and garbage collection. City staff shall determine whether the proposed design is acceptable.
- The project should coordinate any changes to the Valley Way cul-de-sac radius with the fire department.

1. Introduction

This report presents the results of the transportation operations analysis (TOA) conducted for the proposed residential development at 600 Valley Way in Milpitas, California. The project site is located on the cul-de-sac at the end of Valley Way, north of the intersection of Abbott Avenue and Calaveras Boulevard (see Figure 1). The project would construct 134 townhomes on an existing office site. Access to the project site would be via three existing driveways on the cul-de-sac (see Figure 2).

The project is located within the Milpitas Gateway-Main Street Specific Plan (MGSP) area. The MGSP was adopted while the TOA for this project was underway. Since the Specific Plan had not been approved at the time of this analysis, land use forecasts and transportation improvements identified in the Specific Plan were not assumed for this study. The site circulation and access review is based on the MGSP standards.

Transportation Operations Analysis Scope

The effects of the project were evaluated in accordance with the standards set forth by the City of Milpitas and the Santa Clara Valley Transportation Authority (VTA) Congestion Management Program (CMP).

The TOA includes an analysis of AM and PM peak hour traffic conditions for three signalized intersections and one unsignalized intersection in the vicinity of the project site. Since the project is expected to generate fewer than 100 peak hour trips, a CMP analysis is not required. An analysis of site access, on-site circulation, and transit, bicycle, and pedestrian access is also included.

Study Intersections

1. Abbott Avenue & Calaveras Boulevard
2. Abbott Avenue & Valley Way (unsignalized)
3. Serra Way & Calaveras Boulevard
4. Abel Street & Calaveras Boulevard (CMP)

Traffic conditions at the study intersections were analyzed for both the weekday AM and PM peak hours of adjacent street traffic. The AM peak hour typically occurs between 7:00 AM and 9:00 AM and the PM peak hour typically occurs between 4:00 PM and 6:00 PM on a regular weekday. These are the peak commute hours during which most traffic congestion occurs on the roadways.

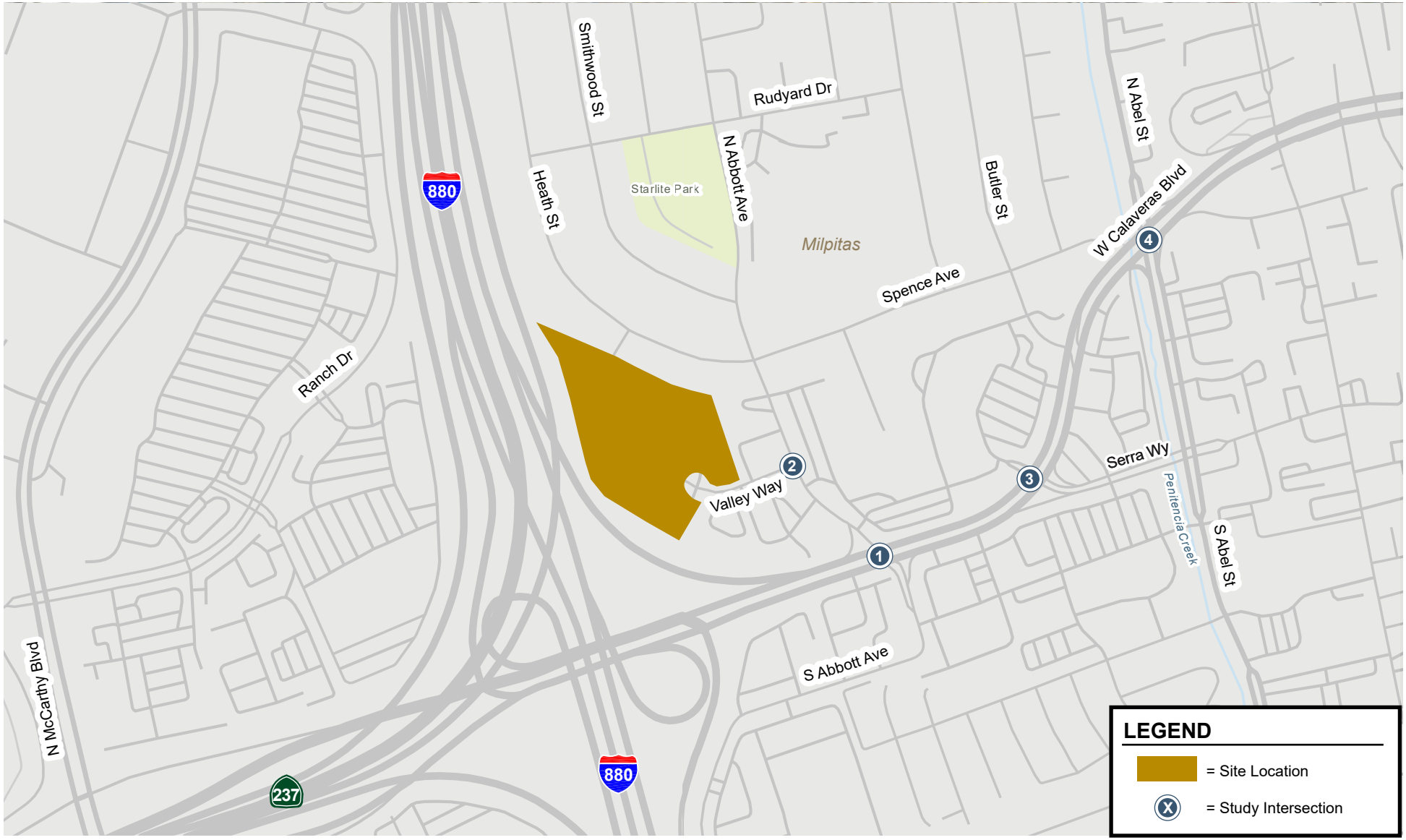

Figure 1
Site Location and Study Intersections

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NORTH
Not to Scale

Figure 2
Site Plan

NORTH
Not to Scale

Traffic conditions were evaluated for the following scenarios:

- **Existing Conditions***:* New traffic counts were taken at the study intersections in May and August 2025 while school was in session. The intersection of Abel Street and Calaveras Boulevard is a CMP intersection. The base traffic volumes included in the VTA CMP Intersection Report Version 2022 (SP 0-11) were used as the existing PM traffic volumes for this intersection.
- ***Existing Plus Project Conditions:*** Existing traffic volumes with the project were estimated by adding to existing traffic volumes the additional traffic generated by the project. Existing plus project conditions were evaluated relative to existing conditions in order to determine the effects the project would have on the existing roadway network.
- ***Cumulative Conditions*****:** The cumulative traffic volumes were estimated using the VTA Countywide Transportation Model for the 2050 forecast year. Modifications are proposed to State Route 237/Calaveras Boulevard between Abel Street and Milpitas Boulevard. The modifications include three continuous travel lanes in both directions in conjunction with other complete streets improvements. The roadway widening is assumed in the VTA 2050 model. However, because this project is currently not funded, City staff directed that it be excluded from the analysis. The project site is located within the proposed Milpitas Gateway-Main Street Specific Plan area. Since the Specific Plan had not been approved at the time of analysis, land use forecasts and transportation improvements identified in the Specific Plan were not assumed for this study.
- ***Cumulative Plus Project Conditions*****:** Cumulative plus project traffic volumes were estimated by adding the trips generated by the project to the cumulative volumes forecasted by the VTA model. Cumulative plus project conditions were evaluated relative to cumulative conditions in order to determine potential project adverse effects.

Methodology

This section presents the methods used to determine the traffic conditions for each scenario described above. It includes descriptions of the data requirements, the analysis methodologies, and the applicable level of service standards.

Data Requirements

The data required for the analysis were obtained from new traffic counts, existing traffic counts, and field observations. The following data were collected from these sources:

- existing peak-hour intersection turning-movement volumes
- lane configurations
- intersection signal timing and phasing

Level of Service Standards and Analysis Methodologies

Traffic conditions at the study intersections were evaluated using level of service (LOS). *Level of Service* is a qualitative description of operating conditions ranging from LOS A, or free-flow conditions with little or no delay, to LOS F, or jammed conditions with excessive delays. The various analysis methods are described below.

Signalized Intersections

The City of Milpitas evaluates level of service at signalized intersections based on the *2000 Highway Capacity Manual* (HCM) level of service methodology using TRAFFIX software. This method evaluates signalized intersection operations on the basis of average control delay time for all vehicles at the intersection. The City of Milpitas level of service standard for signalized intersections is LOS D or better. Table 1 shows the level of service definitions for signalized intersections. The level of service standard for CMP signalized intersections is LOS E or better.

Unsignalized Intersections

The City of Milpitas does not have an adopted level of service standard for unsignalized intersections. The correlation between average control delay and level of service for unsignalized, stop-controlled intersections is presented in Table 2. Note that for unsignalized intersections under two-way or one-way stop control, the level of service is reported for the worst approach. Level of service analysis at unsignalized intersections is generally used to determine the need for modification in the type of intersection control (i.e., all-way stop or signalization). As part of the evaluation, traffic volumes, delays and traffic signal warrants can be evaluated to determine if the existing intersection control is appropriate.

Table 1
Signalized Intersection Level of Service Definitions Based on Control Delay

Level of Service	Description	Average Control Delay Per Vehicle (sec.)
A	Signal progression is extremely favorable. Most vehicles arrive during the green phase and do not stop at all. Short cycle lengths may also contribute to the very low vehicle delay.	10.0 or less
B	Operations characterized by good signal progression and/or short cycle lengths. More vehicles stop than with LOS A, causing higher levels of average vehicle delay.	10.1 to 20.0
C	Higher delays may result from fair signal progression and/or longer cycle lengths. Individual cycle failures may begin to appear at this level. The number of vehicles stopping is significant, though some vehicles may still pass through the intersection without stopping.	20.1 to 35.0
D	The influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable signal progression, long cycle lengths, or high volume-to-capacity (V/C) ratios. Many vehicles stop and individual cycle failures are noticeable.	35.1 to 55.0
E	This is considered to be the limit of acceptable delay. These high delay values generally indicate poor signal progression, long cycle lengths, and high volume-to-capacity (V/C) ratios. Individual cycle failures occur frequently.	55.1 to 80.0
F	This level of delay is considered unacceptable by most drivers. This condition often occurs with oversaturation, that is, when arrival flow rates exceed the capacity of the intersection. Poor progression and long cycle lengths may also be major contributing causes of such delay levels.	greater than 80.0

Source: Transportation Research Board, *2000 Highway Capacity Manual* (Washington, D.C., 2000), p.10-16.

Table 2
Unsignalized Intersection Level of Service Definitions Based on Control Delay

Level of Service	Description	Average Delay Per Vehicle (Sec.)
A	Little or no traffic delay	10.0 or less
B	Short traffic delays	10.1 to 15.0
C	Average traffic delays	15.1 to 25.0
D	Long traffic delays	25.1 to 35.0
E	Very long traffic delays	35.1 to 50.0
F	Extreme traffic delays	greater than 50.0

Source: Transportation Research Board, *2000 Highway Capacity Manual* (Washington, D.C., 2000) p17-2.

Intersection Vehicle Queuing Analysis

The analysis of intersection operations was supplemented with a vehicle queuing analysis at intersections where the project would add a substantial number of trips to the left-turn movements or stop-controlled approaches. The vehicle queuing analysis is used to determine the appropriate storage lengths for the high demand turn lanes where the project would add a substantial number of trips. Vehicle queues were estimated using a Poisson probability distribution, which estimates the probability of "n" vehicles for a vehicle movement using the following formula:

$$P(x=n) = \frac{\lambda^n e^{-(\lambda)}}{n!}$$

Where:

P (x=n) = probability of "n" vehicles in queue per lane
n = number of vehicles in the queue per lane
λ = average # of vehicles in the queue per lane

The basis of the analysis is as follows: (1) the Poisson probability distribution is used to estimate the 95th percentile number of queued vehicles for a particular left-turn movement; (2) the estimated 95th percentile number of vehicles in the queue is translated into a queue length, assuming 25 feet per vehicle; and (3) the estimated 95th percentile queue length is compared to the existing or planned available storage capacity for the left-turn movement. This analysis thus provides a basis for estimating future turn pocket storage requirements at intersections.

For signalized intersections, the 95th percentile queue length value indicates that during the peak hour, a queue of this length or less would occur on 95 percent of the signal cycles, or a queue length longer than the 95th percentile queue would only occur on 5 percent of the signal cycles (about 3 cycles during the peak hour for a signal with a 60-second cycle length). Thus, turn pocket storage designs based on the 95th percentile queue length would ensure that storage space would be exceeded only 5 percent of the time for a signalized movement. Vehicle queuing at unsignalized intersections is evaluated based on the delay experienced by the specific study turn movement.

Adverse Operational Effects on Nearby Intersections

Significance criteria are used to establish what constitutes an adverse effect. For this analysis, the criteria used to determine adverse effects on signalized intersections are based on the City of Milpitas' level of service standards. The project is said to create an adverse effect on traffic conditions at a signalized intersection in the City of Milpitas if for either peak hour:

1. The level of service at the intersection degrades from an acceptable LOS under no project conditions to an unacceptable LOS under project conditions, or
2. The level of service at the intersection is unacceptable under no project conditions and the addition of project trips causes both the critical-movement delay at the intersection to increase by four or more seconds *and* the demand-to-capacity ratio (V/C) to increase by .01 or more.

An exception to the second rule applies when the addition of project traffic reduces the amount of average delay for critical movements (i.e. the change in average delay for critical movements is negative). In this case, the threshold is an increase in the critical V/C value by .01 or more.

The LOS standard for intersections in Milpitas is LOS D, except at CMP intersections, where the LOS standard is E.

Report Organization

The remainder of this report is divided into two chapters. Chapter 2 describes the existing roadway network, transit service, bicycle and pedestrian facilities. Chapter 3 describes the local transportation analysis including the method by which project traffic is estimated, intersection operations analysis, site access and on-site circulation review, and project effects on bicycle, pedestrian, and transit facilities.

2. Existing Conditions

This chapter describes the existing conditions for transportation facilities in the vicinity of the site, including the roadway network, transit service, and pedestrian and bicycle facilities.

Existing Roadway Network

Regional access to the project site is provided via Interstate (I) 880 and State Route (SR) 237. Local access to the project site is provided via Calaveras Boulevard, Abbott Avenue, Abel Street, Serra Way, and Valley Way.

I-880 is a north/south freeway that extends from SR-17/I-280 in west San Jose to the Bay Bridge and I-80 in Oakland. In the project vicinity, I-880 has three mixed use lanes and one express lane in each direction. Access to the site is provided via its interchange with SR-237/Calaveras Boulevard.

SR 237/Calaveras Boulevard is an east–west roadway that extends from SR 82 in the west to beyond I-680 in the east. West of I-880, SR 237 functions as a freeway with two mixed-flow lanes and one express lane in each direction. East of I-880, it transitions into Calaveras Boulevard, a four- to six-lane arterial roadway. In the vicinity of the project site, Calaveras Boulevard consists of six through lanes, left-turn lanes at major intersections, and a raised center median. The corridor includes continuous sidewalks on both sides of the street, prohibits on-street parking, and does not currently provide dedicated bicycle facilities. Access to the project site is provided via Abbott Avenue

Abbott Avenue is a north–south roadway extending from San Andreas Drive in the north to Alvarez Common in the south, where it terminates in a cul-de-sac. In the vicinity of the project site, Abbott Avenue has two to four travel lanes, with on-street parking prohibited along the four-lane section. Continuous sidewalks are provided on both sides of the street north of Calaveras Boulevard, while intermittent gaps are present south of Calaveras Boulevard. No dedicated bicycle facilities are provided along Abbott Avenue. Access to the project site is provided via Valley Way.

Abel Street is a major north–south roadway located east of the project site connecting to other major roadways such as Milpitas Boulevard, Calaveras Boulevard, and Great Mall Parkway. The street runs from Milpitas Boulevard in the north paralleling Main Street for a majority of its length before terminating into Main Street south of Great Mall Parkway. Turn lanes are present at the major intersections along the corridor. In the vicinity of the project area Abel Street has two travel lanes in each direction; on-street parking is not permitted. Continuous sidewalks are present on the east side of the corridor, with intermittent sidewalks on the west side of the corridor. Class II bike lanes are present between Corning Avenue and Great Mall Parkway.

Valley Way is a two-lane east-west roadway between the project site and Abbott Avenue. On-street parking is permitted on both sides of the street. The street has sidewalks on both sides except along

the frontage of the vacant lot on the north side of the street. Valley Way provides direct access to the project site.

Existing Pedestrian and Bicycle Facilites

The bicycle facilities near the project site (see Figure 3) include striped class II bike lanes on S. Main Street roughly 0.5 miles east of the site and striped class II bike lanes on N. Abel street roughly 0.5 miles southeast of the site. Class II Bike Lanes are striped lanes on roadways reserved exclusively for bicycles.

Pedestrian facilities near the project site include sidewalks, crosswalks, and pedestrian signal heads with push buttons. Sidewalks are provided on both sides of Valley Way, except along the frontage of the adjacent vacant lot next to the project site. Abbott Avenue, just east of the site, has sidewalks on both sides north of Calaveras Boulevard, with intermittent gaps south of Calaveras Boulevard. Continuous sidewalks are also provided on both sides of Calaveras Boulevard. At Valley Way & Abbott Avenue, the intersection nearest to the project site, crosswalks are present across the south and the western legs of the intersection with a painted yield line and “Ped Xing” painted on the lanes to alert drivers of the crossing. Pedestrian signal heads and push buttons are present at the signalized intersection of Calaveras Boulevard and Abbott Avenue to cross Abbott Avenue. Pedestrians are prohibited from crossing Calaveras Boulevard at this intersection. The nearest crossing of Calaveras Boulevard is located at Serra Way, approximately 700 feet to the east.

Existing Transit Service

Existing transit service to the study area is provided by the Santa Clara Valley Transportation Authority (VTA). The bus routes nearest to the project site are VTA’s Route 47, Route 66, and Route 104 as described below and shown in Figure 4.

- VTA Route 47 runs between the Milpitas BART/ VTA Light Rail station, McCarthy Ranch Shopping Center, and Alder VTA Light Rail station on weekdays. On weekends, it runs shorter route between Milpitas BART/ VTA Light Rail station and the McCarthy Ranch Shopping Center. On weekdays, the route runs from 6:38 AM to 9:37 PM, with approximately 30-minute headways. The closest bus stop to the project site is located at Serra Way and Calaveras Boulevard, a distance of approximately 0.5 miles.
- VTA Route 104 is an express bus which runs between the Milpitas BART Station, the employment centers in north Mountain View, and the Stanford Research Park in Palo Alto. The route runs twice daily in each direction, westbound in the morning and eastbound in the evening. At the nearest stop to the project site, route 104 has westbound departures at 6:12 AM and 7:00 AM, with eastbound arrivals at 5:01 PM and 5:34 PM. The closest bus stop to the project site is located at the intersection of Main Street and Calaveras Boulevard, at a distance of approximately 0.75 miles.
- VTA Route 66 runs between North Milpitas, the Milpitas BART/ VTA Light Rail station, Downtown San Jose, and Santa Teresa VTA Light Rail station. On weekdays, the route runs from 5:16 AM to 12:06 AM, with approximately 15-minute headways. The closest bus stop to the project site is located at the intersection of Main Street and Serra Way, at a distance of approximately 0.7 miles.

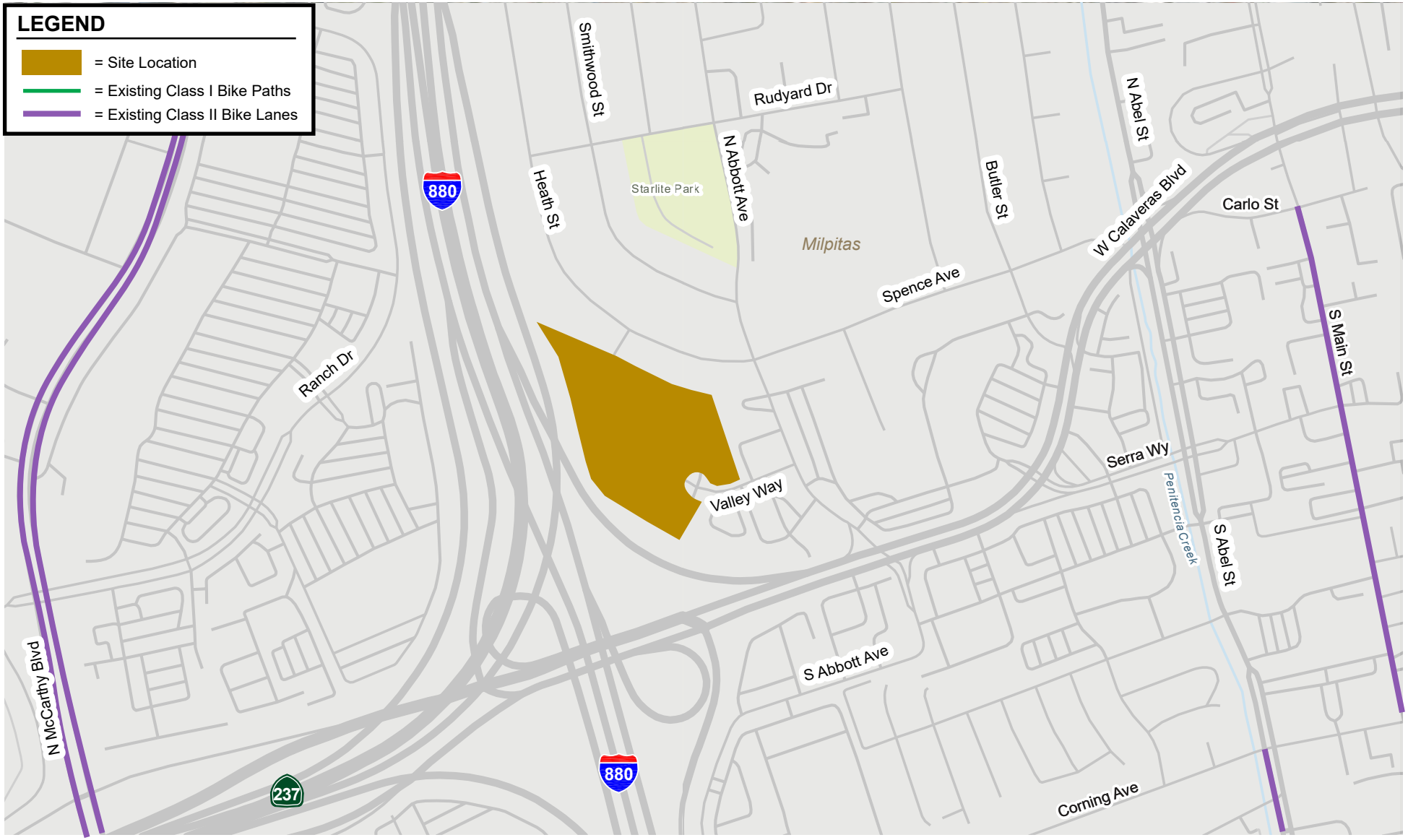


Figure 3
Existing Bicycle Facilities

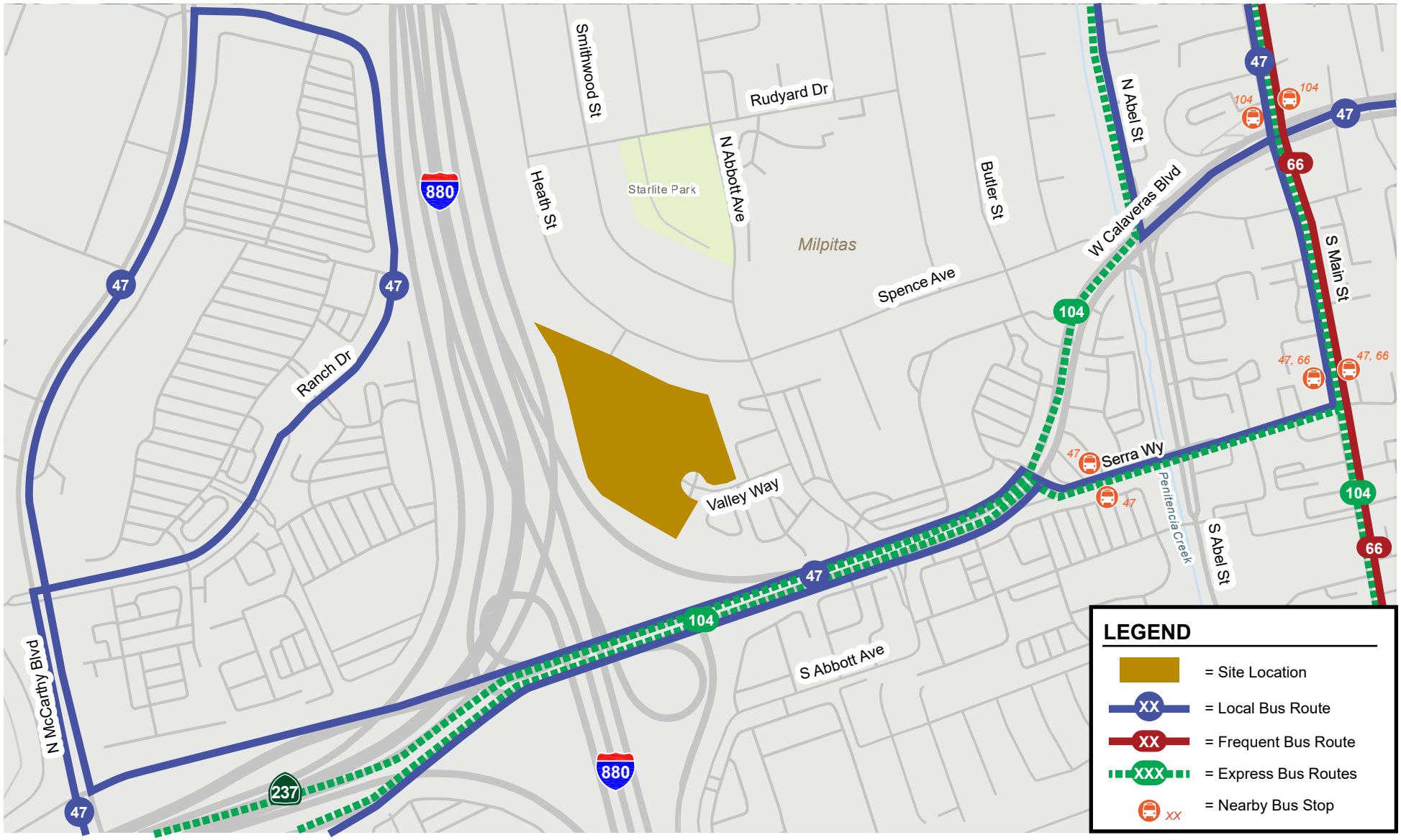


Figure 4
Existing Transit Facilities

Observed Existing Traffic Conditions

Traffic conditions in the field were observed to identify any existing operational deficiencies and to confirm the accuracy of calculated intersection levels of service at the study intersections under existing conditions. Overall, the study intersections operate adequately during the weekday AM and PM peak hours.

Abbott Avenue and Calaveras Boulevard Intersection

AM Peak Hour Observations: Westbound queues from the Calaveras Boulevard and I-880 northbound off-ramp often extended to the Calaveras Boulevard and Abbott Avenue intersection, occasionally preventing some vehicles from clearing the intersection in one cycle. Several southbound right-turning drivers disregarded the “No Right Turn on Red” restriction.

PM Peak Hour Observations: Eastbound queues from the Calaveras Boulevard and Serra Way intersection occasionally extended into the Abbott Avenue and Calaveras Boulevard intersection. The eastbound left-turn pocket at the Abbott Avenue and Calaveras Boulevard intersection frequently overflowed, blocking an eastbound through lane and at times. In addition, the eastbound through queues restricted access to the left-turn pocket.

Abbott Avenue and Valley Way Intersection

AM Peak Hour Observations: Traffic at the Abbott Avenue and Valley Way intersection flowed smoothly with little to no delay for vehicles turning from Valley Way. The southbound right-turn queue from Calaveras Boulevard extended to within 1–3 car lengths of the intersection approximately once every 15–20 minutes but did not create operational issues. Vehicles were observed to seldom yield to pedestrians at the south leg crosswalk.

PM Peak Hour Observations: Traffic generally flowed smoothly with low delay for vehicles turning from Valley Way. Eastbound left-turn traffic experienced slightly higher delays than in the AM peak hour but still minimal overall. The southbound right-turn queue from Calaveras Boulevard occasionally extended close to the intersection but did not result in operational issues under existing conditions.

Serra Way and Calaveras Boulevard Intersection

AM Peak Hour Observations: The queues from the westbound Abbott Avenue and Calaveras Boulevard intersection occasionally backed up one to two car-lengths into the Serra Way and Calaveras Boulevard Intersection. This queue cleared the intersection in the next cycle.

PM Peak Hour Observations: Queues from the eastbound Abel Street and Calaveras Boulevard intersection occasionally extended into the Serra Way and Calaveras Boulevard Intersection. This queue cleared the intersection in the next cycle

Abel Street and Calaveras Boulevard Intersection

AM Peak Hour Observations: The southbound left-turn lane queue frequently backed up during the peak 15 minutes and often did not fully clear within a single signal phase.

PM Peak Hour Observations: The queue from the northbound right-turn lane backed up during the PM peak hour, and often did not fully clear within a single signal phase.

3. Local Transportation Analysis

This chapter describes the local transportation analysis (LTA) including the method by which project traffic is estimated, intersection operations analysis, any adverse effects to intersection level of service caused by the project, site access and on-site circulation review, parking, and effects on bicycle, pedestrian and transit facilities.

Transportation Network under Project Conditions

The project does not propose any changes to the transportation network. For site access, the project would use the existing driveways located on the cul-de-sac of Valley Way.

Intersection Operation Analysis

The intersection operations analysis is intended to quantify the operations of intersections in the project vicinity and to identify potential negative effects due to the addition of project traffic. Information required for the intersection operations analysis related to project trip generation, trip distribution, and trip assignment are presented in this section. The study intersections are evaluated based on the intersection level of service analysis methodology and standards described in Chapter 1.

Project Trip Estimates

The magnitude of traffic produced by a new development and the locations where that traffic would appear were estimated using a three-step process: (1) trip generation, (2) trip distribution, and (3) trip assignment. In determining project trip generation, the magnitude of traffic traveling to and from the proposed residential development was estimated for the AM and PM peak hours. As part of the project trip distribution, the directions to and from which the project trips would travel were estimated. In the project trip assignment, the project trips were assigned to specific streets and intersections. These procedures are described below.

Trip Generation

Through empirical research, data have been collected that indicate the amount of traffic that can be expected to be generated by many types of land uses. The standard trip generation rates can be applied to predict the future traffic increases that would result from a new development. The standard trip generation rates come from the publication titled Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition.*

Project trip generation was estimated by multiplying the size of the development by the appropriate trip generation rates obtained from the ITE *Trip Generation Manual, 11th Edition* (2021). The average trip generation rates for Single-Family Attached Housing (Land Use 215) were applied to the project.

The project would construct 134 townhomes, replacing an existing office development. Driveway counts were collected to quantify the trips associated with the existing land use which were then subtracted from the project trips to get the net trips being added to the network as a result of the residential project. These counts are provided in Appendix A. The project is estimated to generate 720 net daily trips, including 24 trips during the AM peak hour (18 fewer trips inbound and 42 additional trips outbound) and 49 trips during the PM peak hour (38 inbound and 11 outbound). The project trip generation estimates are shown in Table 3.

Table 3
Trip Generation Estimate

		Daily		AM Peak Hour					PM Peak Hour				
Land Use	**Size**	**Rate**	**Trips**	**Rate**	**In %**	**In**	**Out**	**Total**	**Rate**	**In %**	**In**	**Out**	**Total**
Proposed Use													
Townhouse[1]	134 units	7.20	965	0.48	25%	16	48	64	0.57	59%	45	31	76
Existing Use													
General Office[2,3]			245			34	6	40			7	20	27
Total	**134 units**		**720**			**-18**	**42**	**24**			**38**	**11**	**49**

Notes:
1. Single Family Attached (Land Use 215): average trip rates in trips per unit. Source: ITE Trip Generation Manual, 11th Edition.
2. Exsiting AM & PM peak hour office trips collected from driveway counts on 5/20/2025
3. Office use daily trips estimated using ratio of ITE daily trips to ITE peak-hour trips.

Trip Distribution and Assignment

The trip distribution for the project and existing uses was estimated based on existing travel patterns on the surrounding roadway network and the locations of complementary land uses (see Figure 5). The peak-hour trips generated by the proposed project and the existing use were assigned to the roadway system based on the directions of approach and departure, the roadway network connections, and the location of project driveways (see Figure 5).

Traffic Volumes and Lane Configurations

Existing conditions

The existing lane configurations at the study intersections were determined by observations in the field and are shown on Figure 6. Existing traffic volumes were obtained from new peak period traffic counts at the study intersections collected in May and August 2025 when school was in session. The intersection of Abel Street and Calaveras Boulevard is a CMP intersection. Therefore, the base traffic volumes included in the VTA CMP Intersection Report Version 2022 (SP 0-11) were used as the existing PM traffic volumes for this intersection. The existing peak-hour intersection volumes are shown in Figure 7. Intersection turning-movement counts conducted for this analysis are presented in Appendix A. All scenario volumes are provided in Appendix B.

Existing Plus Project Conditions

The intersection lane configurations under existing plus project conditions were assumed to be the same as under existing conditions. Project trips, as represented in the above project trip assignment, were added to existing traffic volumes to obtain existing plus project traffic volumes. The existing plus project traffic volumes are shown on Figure 8.

Cumulative No Project Conditions

The project site is located within the Milpitas Gateway-Main Street Specific Plan (MGSP) area. The MGSP plans to reconfigure Abbott Avenue from four lanes to two through lanes with a center turn lane, add a two-way Class IV protected bikeway on one side of the corridor and on-street parking on the other side, and provide an amenity zone on both sides for street trees and bike racks. The project may be required to contribute toward these improvements. The Specific Plan had not been adopted at the time of analysis, therefore its land use forecasts and transportation improvements were not assumed in this study.

For the cumulative analysis, traffic volumes were forecasted using the VTA Countywide Transportation Model for the 2050 horizon year. The VTA model includes a proposed widening of State Route 237/Calaveras Boulevard between Abel Street and Milpitas Boulevard to three continuous lanes in each direction, along with complete streets improvements. However, because this project is currently not funded, City staff directed that it be excluded from the analysis.

As a result, the intersection lane configurations under cumulative conditions were assumed to remain consistent with existing conditions. Cumulative no-project volumes are presented in Figure 9.

Cumulative Plus Project Traffic Volume

The intersection lane configurations under cumulative plus project conditions were assumed to be the same as under cumulative conditions.

Cumulative plus project traffic volumes were forecasted by adding the trips generated by the project to the cumulative volumes (see Figure 10).

Intersection Traffic Operations

Study intersections were evaluated for level of service during the AM and PM peak hours against City of Milpitas and CMP standards. Table 4 shows the results of the level of service analysis. The detailed intersection level of service calculation sheets are included in Appendix C.

Existing Conditions

The results of the analysis show that all of the study intersections operate at an acceptable level of service during both peak hours under existing conditions. Under existing plus project conditions, the intersections would continue to operate at an acceptable level of service during both peak hours.

Cumulative Conditions

Most study intersections would operate at an acceptable level of service under cumulative and cumulative plus project conditions. Under cumulative no project conditions, the CMP intersection of Abel Street and Calaveras Boulevard would operate at a substandard LOS F during both peak hours. Under cumulative plus project conditions, the increase in delay and V/C would be minor and would not result in an adverse effect at this intersection.

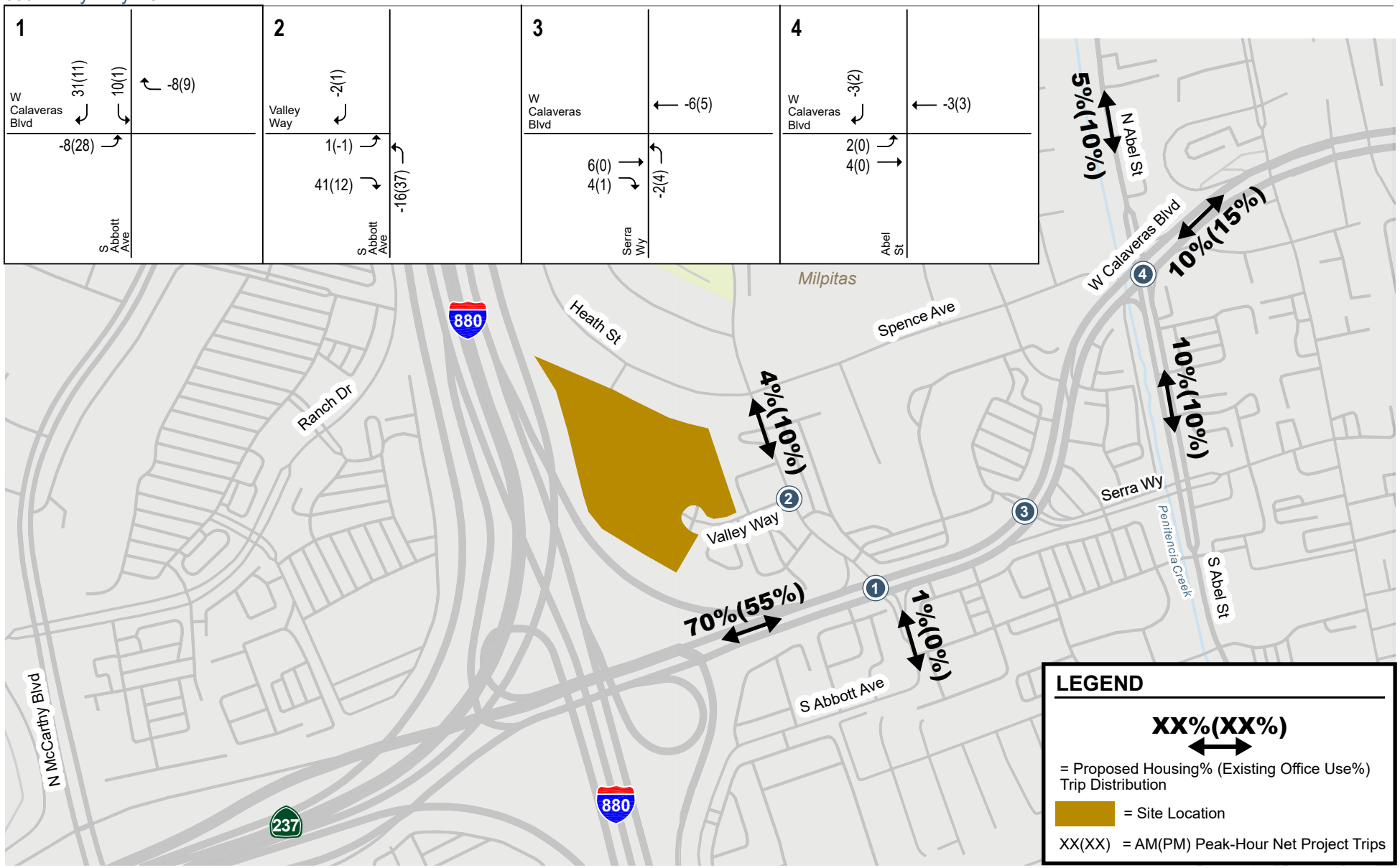


Figure 5
Trip Distribution and Assignment

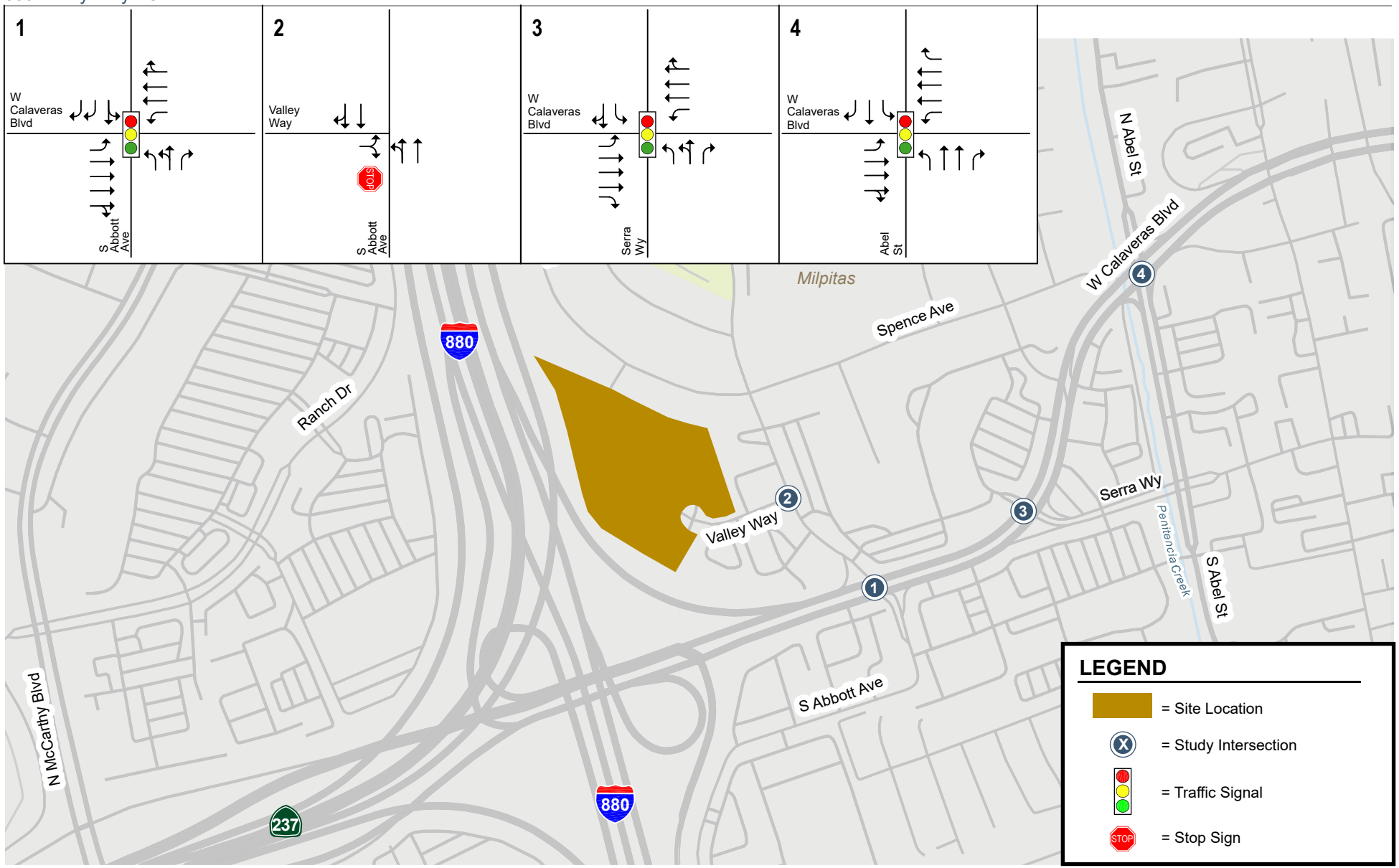


Figure 6
Existing Lane Configurations

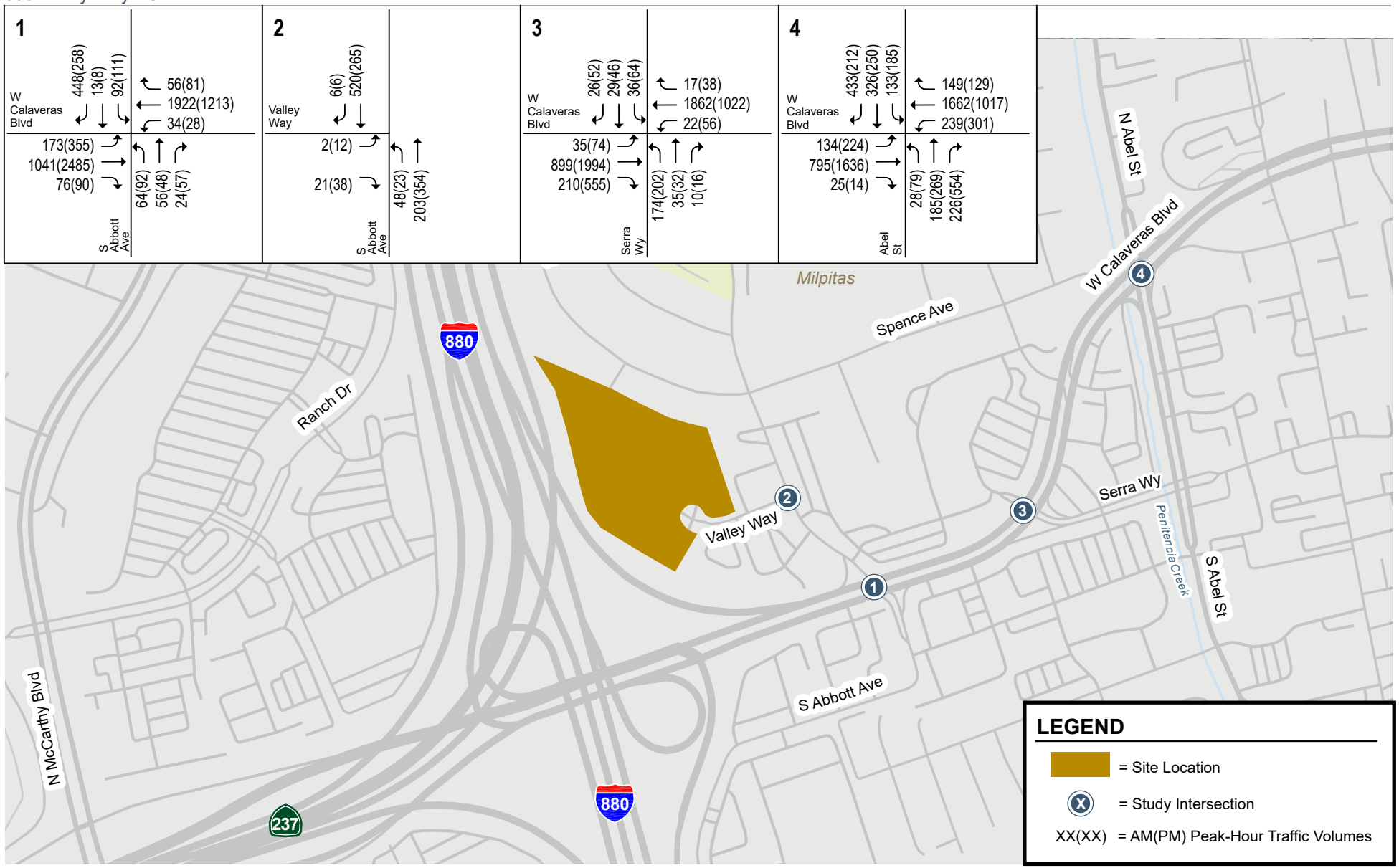


Figure 7
Existing Traffic Volumes

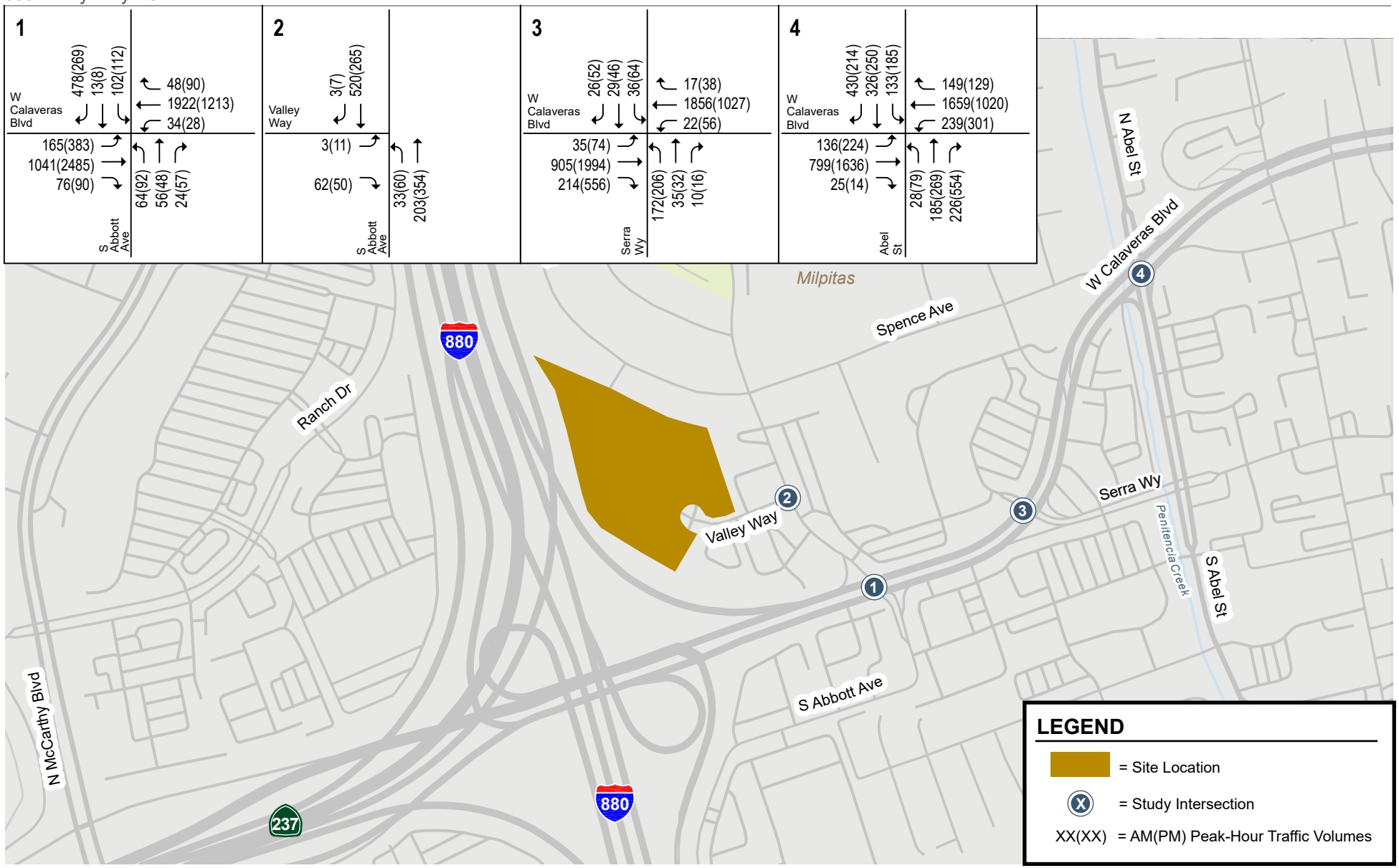


Figure 8
Existing Plus Project Traffic Volumes

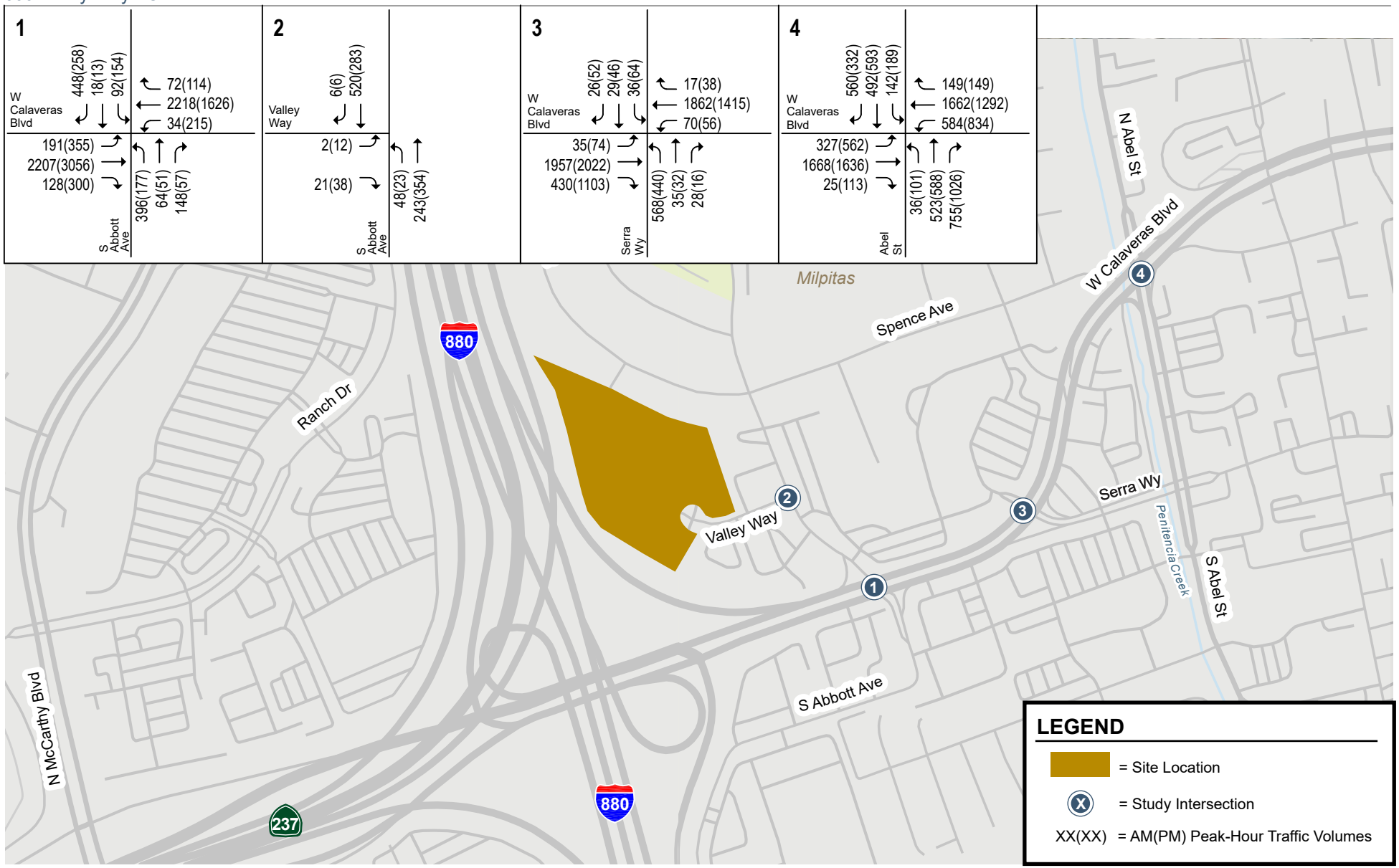


Figure 9
Cumulative No Project Traffic Volumes

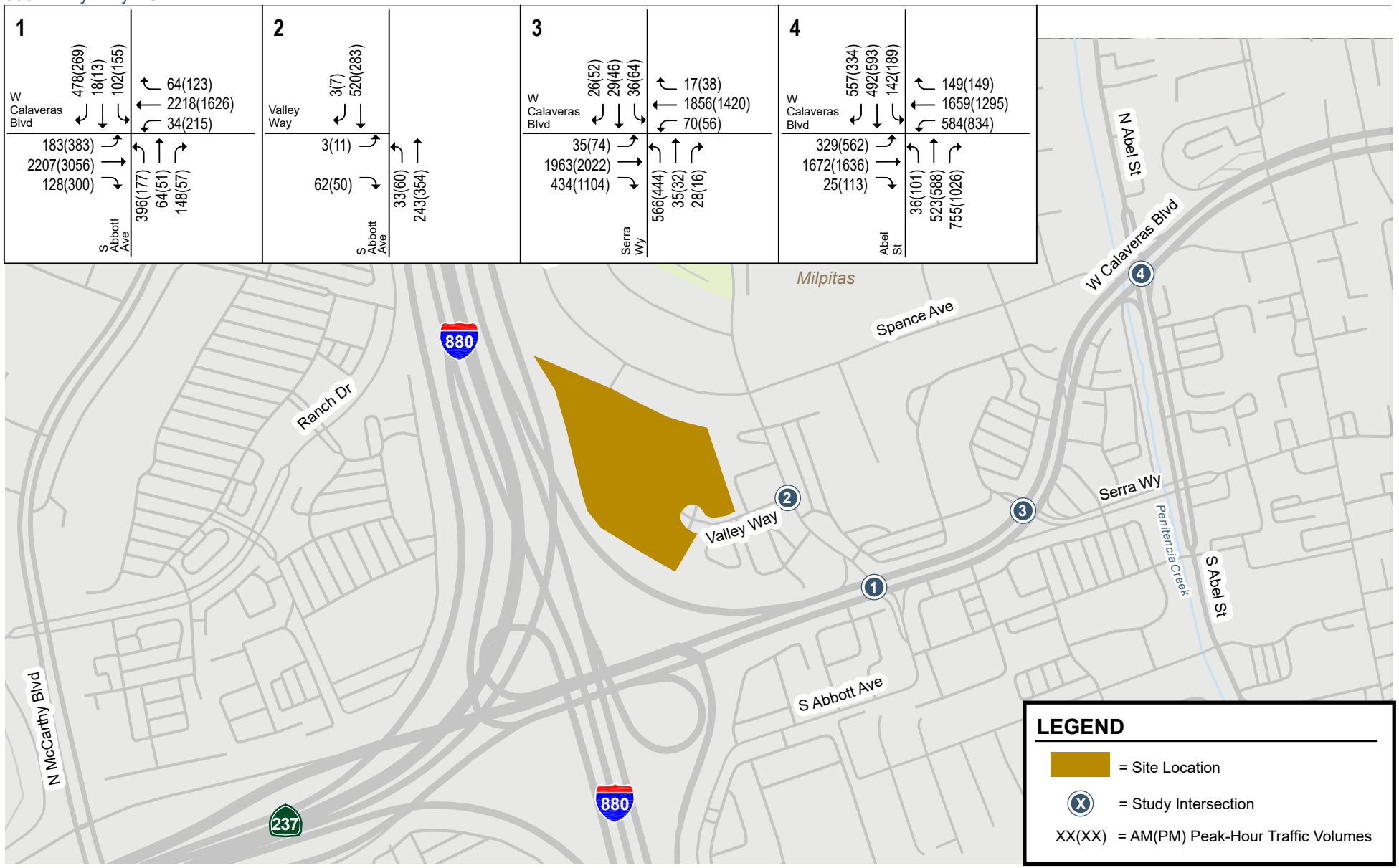


Figure 10
Cumulative Plus Project Traffic Volumes

Table 4
Intersection Levels of Service Summary

ID	Intersection	Existing Control	LOS Standard	Peak Hour	Existing Avg. Delay[1]	Existing LOS	Existing+Project Avg. Delay[1]	Existing+Project LOS	Existing+Project Incr. In Crit. Del.	Existing+Project Incr. In Crit. V/C	Cumulative No Project Avg. Delay[1]	Cumulative No Project LOS	Cumulative With Project Avg. Delay[1]	Cumulative With Project LOS	Cumulative With Project Incr. In Crit. Del.	Cumulative With Project Incr. In Crit. V/C
1	Abbott Ave and Calaveras Blvd	Signal	D	AM	39.0	D	39.7	D	0.5	0.004	46.7	D	47.5	D	0.6	0.004
				PM	34.1	C	34.8	C	1.3	0.023	43.5	D	44.3	D	0.1	0.001
2	Abbott Ave and Valley Way	OWSC	D	AM	10.5	B	10.6	B	N/A	N/A	10.5	B	10.6	B	N/A	N/A
				PM	10.1	B	10.2	B	N/A	N/A	10.2	B	10.3	B	N/A	N/A
3	Serra Way and Calaveras Blvd	Signal	D	AM	21.1	C	21.1	C	0.0	-0.002	35.2	D	35.1	D	-0.1	0.001
				PM	26.9	C	27.0	C	0.2	0.001	34.1	C	34.2	C	0.1	0.001
4	Abel St and Calaveras Blvd	Signal	E	AM	41.2	D	41.3	D	0.0	-0.001	**112.0**	**F**	**112.3**	**F**	**0.3**	**0.001**
				PM	60.7	E	60.6	E	0.0	0.000	**>120**	**F**	**>120**	**F**	**0.0**	**0.000**

Notes:

OWSC = one-way stop control

1. Overall weighted average control delay (seconds per vehicle) is reported for signalized intersections. Worst movement delay (seconds per vehicle) and LOS are reported for stop-controlled intersections.

2. Unsignalized intersections (Abbott Ave & Valley Way) not subject to City LOS criteria.

Bold indicates a substandard level of service.

Queuing Analysis

Queuing analyses were conducted for the movements where the project adds a substantial number of trips. These movements include the eastbound left-turn movement at the Abbott Avenue and Calaveras Boulevard intersection and the eastbound shared left-right turn movement at the Abbott Avenue and Valley Way intersections.

Table 5
Intersection Queuing Analysis

	Abbott Ave. & Calaveras Blvd.		Abbott Ave. & Valley Way	
	EBL[5]		EBL/R[5]	
Analysis Scenario	**AM**	**PM**	**AM**	**PM**
Existing				
Cycle/Delay[1] (sec)	177	177	10.5	10.1
Volume (vph)	173	355	23	50
95th %. Queue (veh/ln)	14	25	1	1
95th %. Queue[2] (ft/ln)	350	625	25	25
Storage (ft/ln)[3,4]	500	500	50	50
Adequate (Y/N)	Y	**N**	Y	Y
Existing Plus Project				
Cycle/Delay[1] (sec)	177	177	10.6	10.2
Volume (vph)	165	383	65	61
95th %. Queue (veh/ln.)	13	26	1	1
95th %. Queue (ft./ln)	325	650	25	25
Storage (ft/ln)[3,4]	500	500	50	50
Adequate (Y/N)	Y	**N**	Y	Y
Cumulative No Project				
Cycle/Delay[1] (sec)	177	177	10.5	10.2
Volume (vph)	191	355	23	50
95th %. Queue (veh/ln)	15	25	1	1
95th %. Queue[2] (ft/ln)	375	625	25	25
Storage (ft/ln)[3,4]	500	500	50	50
Adequate (Y/N)	Y	**N**	Y	Y
Cumulative Plus Project				
Cycle/Delay[1] (sec)	177	177	10.6	10.3
Volume (vph)	183	383	65	61
95th %. Queue (veh/ln)	14	26	1	1
95th %. Queue[2] (ft/ln)	350	650	25	25
Storage (ft/ln)[3,4]	500	500	50	50
Adequate (Y/N)	Y	**N**	Y	Y

Notes:
[1] Cycle length used for signalized intersection at Abbott Ave. & Calaveras Blvd., delay of movement used for unsignalized intersection at Abbott Ave. & Valley Way
[2] Assumes 25 feet per vehicle queued.
[3] Storage length measured from intersection to upstream driveway.
[4] Total storage length of movement shown.
[5] EBL = Eastbound Left, EBL/R = Eastbound Shared Left/Right

Abbott Avenue and Calaveras Boulevard

Currently, the eastbound left-turn pocket at the intersection of Abbott Avenue and Calaveras Boulevard is 500 feet long. During the existing PM peak hour, the 95th percentile queue extends to about 625 feet, exceeding the storage. A similar queue would occur during cumulative no project conditions. With the project under existing and cumulative conditions, the 95th percentile queue is expected to increase by 25 feet or one car length. The existing turn pocket could be extended by cutting into the median. It is recommended that Caltrans review the deficiency to determine if a project monetary contribution to the existing deficiency is warranted.

Recommendation #1: Caltrans should review and approve the storage deficiency at the Abbott Avenue and Calaveras Boulevard intersection to determine if a project monetary contribution to the existing deficiency is warranted.

Abbott Avenue and Valley Way

The storage for the eastbound shared left-right turn movement is assumed to 50 feet, i.e. from the intersection to the nearest upstream driveway. This storage is sufficient to accommodate the queue under existing, existing plus project, cumulative, and cumulative plus project scenarios.

Peak-Hour Signal Warrant Analysis

In conjunction with the traffic operations analysis, a signal warrant analysis was performed to determine if the unsignalized intersection at Abbott Avenue & Valley Way would warrant a traffic signal. The intersection was analyzed using the Peak-Hour Volume Signal Warrant, (Warrant #3 – Part B) described in the California Manual on Uniform Traffic Control Devices (MUTCD), 2014 Edition. This method provides an indication of whether peak-hour traffic volumes are, or would be, sufficient to justify installation of a traffic signal. The peak-hour signal warrant analysis determined that, under all study scenarios, the Abbott Avenue & Valley Way intersection would not meet the requirements for a traffic signal. The peak-hour signal warrant sheets are contained in Appendix D.

Site Access and On-Site Circulation

The site access and on-site circulation evaluation is based on the March 2026 site plan (see Figure 2). Site access and on-site vehicular circulation was reviewed in accordance with generally accepted traffic engineering standards and transportation planning principles.

Site Access

The site plan shows that access to the project would be provided via three adjacent driveways on the cul-de-sac at the western end of Valley Way. This project proposes using the existing driveways on-site.

Driveway Operations

The project is estimated to generate 64 trips (16 inbound, 48 outbound) in the AM peak-hour and 76 trips (45 inbound, 31 outbound) in the PM peak-hour (see Table 3) or approximately one trip every 50 to 60 seconds. Given there are three driveways, the number of trips at each driveway would be relatively low. While the driveways are expected to operate acceptably, it is recommended that all the driveways be stop-controlled to prevent confusion and to clearly establish the right-of-way for motorists.

Recommendation #2: All three driveways should be stop-controlled to clearly establish the right-of-way for motorists. The westbound approach entering the cul-de-sac should remain free-flowing.

Sight Distance

The proposed driveway locations were evaluated to determine if the sight distance would be adequate. The project driveways should be free and clear of any obstructions to optimize sight distance, thereby ensuring that exiting vehicles can see pedestrians on the sidewalk and other vehicles traveling on adjacent roadways. Any landscaping and signage should be located in such a way as to ensure an unobstructed view for drivers entering and exiting the site. Adequate sight distance reduces the likelihood of a collision at driveways and provides drivers with the ability to locate sufficient gaps in traffic to exit a driveway. Sight distance of a driveway is evaluated based on the stopping sight distance recommended by Caltrans for a given design speed.

There is no posted speed limit on Valley Way. On local streets where no speed limit is posted, the de facto speed limit is 25 mph. Based on Caltrans' recommended stopping sight distances, a sight distance of 150 feet is required for a design speed of 25 mph. It is recommended that no tall vegetation or objects that would block a driver's ability to see 150 feet east on Valley Way are present. Valley Way allows on-street parking. It is recommended that on-street parking be prohibited within the cul-du-sac and on the north side of Valley Way along the existing vacant parcel to prevent sight distance issues.

Recommendation #3: The project should ensure there be no signs, fences, or tall bushes that might block line of sight for 150 feet for the north and south driveways. Furthermore, on-street parking should be prohibited within the cul-du-sac and on the north side of Valley Way along the existing vacant parcel to prevent sight distance issues.

On-Site Circulation

The site plan shows a series of on-site roadways connecting to all the residential units. There is a roadway loop around the perimeter of the site with two roadways connecting east-west across the site, and two dead-end spur roadways leading from the edge of the loop into its center serving more units. The site plan shows that all roadways on site would be approximately 26 feet wide, which is sufficient to allow two vehicles to pass and provides enough space for vehicles entering or exiting garages or parking spaces to maneuver. The City's Comprehensive Zoning Ordinance Table C.6.080-B outlines minimum dimensions for parking drive aisles and states that for a two-way aisle with perpendicular parking, the drive aisle must be a minimum of 24 feet wide. The 2022 California Fire Code section D103.1 requires roadways with fire hydrants to be at least 26 feet in width. Therefore the 26 foot wide drive aisles meet City requirements. This roadway width is sufficient for garbage trucks to navigate throughout the site for trash pick-up. Furthermore dead-end spurs that are less than 150 feet long are generally considered to be navigable by large vehicles such as garbage trucks.

The MGSP requires that dwellings provide on-site parking for residents at a rate of 1.5 spaces per unit. A total of 201 parking spaces are therefore required. Resident parking would be provided in individual garages connected to each unit. Each resident garage has capacity for two vehicles. Parking for visitors is required by the MGSP to be provided at a rate of 1 space per 3 dwelling units. This equates to 45 visitor parking spaces. A total of 60 visitor surface parking spaces would be provided along the site's perimeter road. The visitor spaces are approximately 18 to 22 feet long and approximately 9 to 10 feet wide. The Comprehensive Zoning Ordinance Table C.6.080-A outlines minimum dimensions for parking stalls, which are 22 feet length by 10 foot width for a stall parallel to the roadway and 18 feet length by 9 feet width for stalls perpendicular to the roadway. The CZO also requires residential garages such as those attached to the project's townhomes have a minimum width of 10 feet and a minimum length of 20 feet.

Recommendation #4: The project should ensure all parking spaces and garages meet the minimum dimensions per the Comprehensive Zoning Ordinance .

Emergency Vehicle Access

Emergency vehicle access to the project site must be designed to ensure safe and efficient response times for emergency services. The proposed site layout should comply with local regulations to minimize access limitations and ensure emergency vehicles can access the development in the event of an emergency.

Currently the Valley Way cul-de-sac has a 40 feet radius which is adequate turn around space for emergency vehicles. The project should coordinate any changes to the cul-de-sac radius with the fire department.

Recommendation #5: The project should demonstrate all dead-end access roads and onsite roadways are accessible for emergency vehicles and garbage collection. City staff shall determine whether the proposed design is acceptable.

Recommendation #6: The project should coordinate any changes to the cul-de-sac radius with the fire department.

Pedestrians and Bicycles

There is limited bicycle and pedestrian infrastructure near the project side. Along the frontage of the site the project would rebuild the sidewalk with a landscaped buffer. Furthermore, the site plan shows footpaths and marked roadway crossings for pedestrians throughout the project site creating a complete pedestrian circulation network within the project site itself. This network would connect each new residence with the sidewalks on Valley Way. Sections of the internal roadways would incorporate patterned concrete, which is also a traffic-calming feature. This would encourage lower vehicle speeds which enhance pedestrian comfort and safety within the project site.

Bicycles would share the onsite roadways with vehicular traffic, which is feasible due to the low speed and volume of onsite vehicular traffic. The MGSP and CZO require that multi-family residential uses provide 1 bicycle parking space for every 2 units, with 85 percent of the spaces being long-term and 15 percent of the spaces being short-term visitor spaces. This equates to 67 spaces in total, with 57 long-term spaces and 10 short-term spaces. Long-term bicycle parking is assumed to be accommodated by residents within the garages of each unit. Twelve visitor bike parking spaces are shown on the current site plan.

Access to nearby schools from the project site is provided via the continuous sidewalk along Abbott Avenue, which connects directly to Anthony Spangler Elementary School. As previously discussed, the Gateway-Main Street Specific Plan proposes a two-way Class IV protected bikeway along this corridor, which would enhance bicycle access to and from the school. Additional elements of the plan, including the introduction of street trees and a reduction in the number of travel lanes which pedestrians would need to cross may further improve access to local schools for pedestrians and bikes.

Potential Impacts on Pedestrians and Bicycles

According to the U.S. Census, pedestrian trips comprise approximately one percent of the total commute mode share in the City of Milpitas. For the proposed project, assuming one percent of total commute trips would be walking trips, that would equate to approximately one pedestrian trip during the AM and PM peak hours. The proposed project would also generate pedestrian trips to/from schools, recreation areas, transit, and retail centers. Overall, the volume of pedestrian trips generated by the project could be accommodated by the existing and proposed facilities.

U.S. Census data indicate that bicycle trips comprise less than one percent of the total commute mode share in the City of Milpitas. For the proposed project, this would equate to approximately one bike trip

during each of the AM and PM peak hours. The low volume of bicycle trips generated by the project would not exceed the bicycle-carrying capacity of streets surrounding the site, and the increase in bicycle trips would not by itself require new off-site bicycle facilities.

According to the Valley Transportation Authority (VTA) Transportation Impact Analysis (TIA) Technical Guidelines, a project would create an impact on pedestrian and bike circulation if: (1) it would reduce, sever or eliminate existing bike/pedestrian access and circulation in the area; (2) it would preclude, modify, or otherwise affect proposed bicycle and pedestrian projects and/or policies identified in an adopted plan; or (3) it would cause a change to existing bike paths such as alignment, width of trail ROW, or length of a trail.

The addition of the project would not remove any existing bike/pedestrian facilities, nor would it preclude any future planned improvements with the implementation of recommendations included in this report. Because most intersections around the project site are signalized and have few bike/pedestrian trips, the addition of the project would not materially change walking and biking conditions in the project vicinity. Therefore, the proposed project would not create an adverse impact to bike/pedestrian circulation in the area.

Potential Impacts on Transit

According to the U.S. Census, transit trips comprise approximately three percent of the total commute mode share in the City of Milpitas. For the proposed project, assuming three percent of total commute trips would be transit trips, there would be approximately one transit trip in the AM peak hour and two transit trips during the PM peak hour. In addition to commute trips, there will be additional transit trips to nearby schools, parks, and shopping areas. This volume of transit trips generated by the project would not exceed the carrying capacity of the existing transit service to the site.

According to the VTA TIA Technical Guidelines, a project would create an impact on transit if: (1) it would cause a permanent or temporary reduction of transit availability or interference with existing transit users (relocation/closure of a transit stop or vacation of a roadway utilized by transit) or (2) it would result in significant delays in transit service. The project, by itself, would not preclude, modify or otherwise affect existing or proposed transit projects or policies identified by the VTA, nor is it expected to materially increase delays in transit service. Consequently, the project would not result in any significant impacts to transit service.

600 Valley Way
Technical Appendices

Appendix A
Traffic Counts

AM-PM Volume Count- 25SJ03(Milpitas)

AUTO CENSUS
Traffic Monitoring and Analysis
445 Lily Ann Way
San Jose, CA 95123

Date: 5/20/2025
Counters: Steve
Location: 600 Valley Way
Weather: Fair

AM

Start Time	IN	OUT
7:00	0	0
7:15	3	0
7:30	7	2
7:45	11	2
8:00	12	2
8:15	16	3
8:30	24	6
8:45	33	7
9:00	46	8

Peak Hour			Hourly Totals
7:00 - 8:00	12	2	14
7:15 - 8:15	13	3	16
7:30 - 8:30	17	4	21
7:45 - 8:45	22	5	27
8:00 - 9:00	34	6	40
Peak Volumes:	**34**	**6**	40

PM

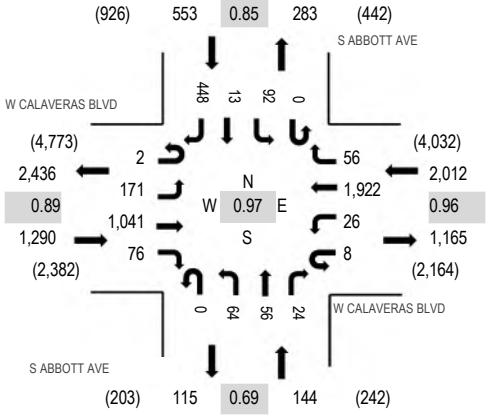
Start Time	IN	OUT
4:00	0	0
4:15	3	8
4:30	5	12
4:45	7	17
5:00	7	20
5:15	7	29
5:30	7	33
5:45	9	35
6:00	9	37

Peak Hour			Hourly Totals
4:00-5:00	7	20	27
4:15-5:15	4	21	25
4:30-5:30	2	21	23
4:45-5:45	2	18	20
5:00-6:00	2	17	19
Peak Volumes:	**7**	**20**	**27**

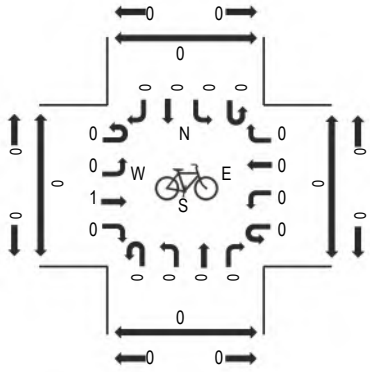
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 S ABBOTT AVE & W CALAVERAS BLVD AM
Date: Tuesday, May 20, 2025
Peak Hour: 08:00 AM - 09:00 AM
Peak 15-Minutes: 08:30 AM - 08:45 AM

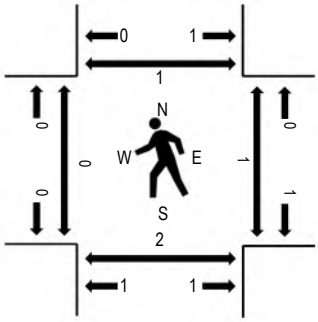
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	W CALAVERAS BLVD Eastbound				W CALAVERAS BLVD Westbound				S ABBOTT AVE Northbound				S ABBOTT AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	30	191	14	0	4	456	5	0	9	6	5	0	11	0	73	804	3,583	0	1	0	1
7:15 AM	0	24	232	16	0	0	490	7	0	13	1	5	0	11	2	78	879	3,731	0	0	1	0
7:30 AM	0	27	229	13	1	4	505	10	0	18	3	13	0	13	1	80	917	3,868	0	0	1	0
7:45 AM	0	36	265	15	0	18	512	8	0	13	2	10	0	13	1	90	983	3,985	0	0	0	0
8:00 AM	0	37	258	17	1	9	480	14	0	16	5	8	0	19	1	87	952	3,999	0	0	0	0
8:15 AM	1	45	304	15	3	5	459	19	0	13	13	7	0	21	0	111	1,016		0	0	2	0
8:30 AM	1	48	226	27	1	7	495	15	0	15	32	5	0	25	7	130	1,034		0	0	0	0
8:45 AM	0	41	253	17	3	5	488	8	0	20	6	4	0	27	5	120	997		0	1	0	1

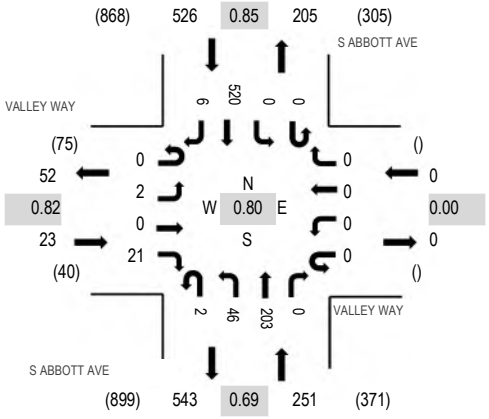
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	5	1	0	0	12	1	0	3	0	0	0	0	0	0	22
Lights	2	169	1,003	74	8	26	1,875	53	0	57	56	20	0	91	13	444	3,891
Mediums	0	2	33	1	0	0	35	2	0	4	0	4	0	1	0	4	86
Total	2	171	1,041	76	8	26	1,922	56	0	64	56	24	0	92	13	448	3,999

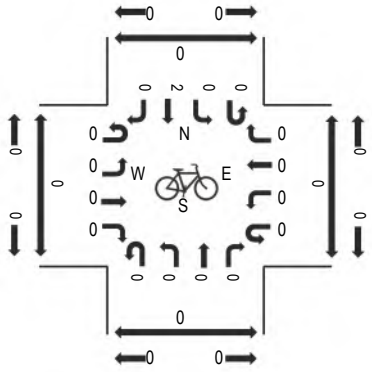
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 S ABBOTT AVE & VALLEY WAY AM
Date: Tuesday, May 20, 2025
Peak Hour: 08:00 AM - 09:00 AM
Peak 15-Minutes: 08:30 AM - 08:45 AM

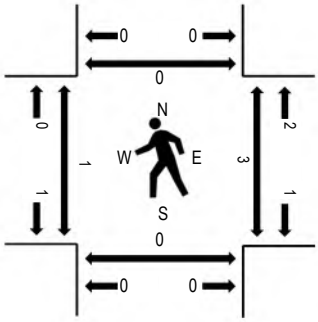
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	VALLEY WAY Eastbound				VALLEY WAY Westbound				S ABBOTT AVE Northbound				S ABBOTT AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	1	0	2	0	0	0	0	0	5	19	0	0	0	78	1	106	479	0	0	0	0
7:15 AM	0	0	0	5	0	0	0	0	0	3	24	0	0	0	80	0	112	520	0	0	1	0
7:30 AM	0	0	0	6	0	0	0	0	2	10	25	0	0	0	84	2	129	611	0	0	0	0
7:45 AM	0	0	0	3	0	0	0	0	0	1	31	0	0	0	96	1	132	733	0	2	0	0
8:00 AM	0	1	0	3	0	0	0	0	0	5	35	0	0	0	102	1	147	800	0	0	0	0
8:15 AM	0	0	0	7	0	0	0	0	0	13	63	0	0	0	120	0	203		0	1	0	0
8:30 AM	0	0	0	5	0	0	0	0	1	8	82	0	0	0	152	3	251		0	1	0	0
8:45 AM	0	1	0	6	0	0	0	0	1	20	23	0	0	0	146	2	199		1	1	0	0

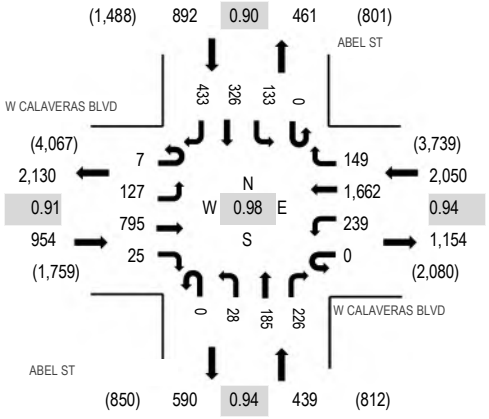
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Lights	0	1	0	21	0	0	0	0	2	45	199	0	0	0	515	6	789
Mediums	0	1	0	0	0	0	0	0	0	0	4	0	0	0	5	0	10
Total	0	2	0	21	0	0	0	0	2	46	203	0	0	0	520	6	800

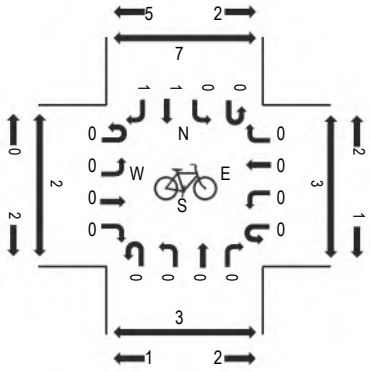
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 ABEL ST & W CALAVERAS BLVD AM
Date: Tuesday, August 19, 2025
Peak Hour: 08:00 AM - 09:00 AM
Peak 15-Minutes: 08:15 AM - 08:30 AM

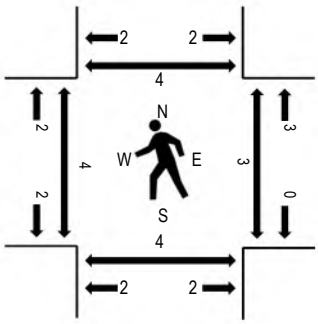
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	W CALAVERAS BLVD Eastbound				W CALAVERAS BLVD Westbound				ABEL ST Northbound				ABEL ST Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	2	17	141	4	0	13	351	9	0	1	26	24	0	7	24	65	684	3,463	0	0	0	1
7:15 AM	2	28	150	4	0	17	423	8	0	1	30	34	0	15	35	77	824	3,857	0	0	0	2
7:30 AM	3	29	157	5	0	22	390	7	0	6	57	60	0	25	40	103	904	4,142	0	1	0	1
7:45 AM	2	30	225	6	0	29	401	19	0	6	80	48	0	40	61	104	1,051	4,311	2	5	1	3
8:00 AM	1	36	192	5	0	44	439	26	0	6	82	50	0	21	65	111	1,078	4,335	0	1	0	2
8:15 AM	2	27	189	3	0	57	431	45	0	7	61	56	0	40	95	96	1,109		2	1	2	2
8:30 AM	1	37	191	9	0	71	423	52	0	12	13	48	0	33	76	107	1,073		0	0	0	0
8:45 AM	3	27	223	8	0	67	369	26	0	3	29	72	0	39	90	119	1,075		2	1	2	0

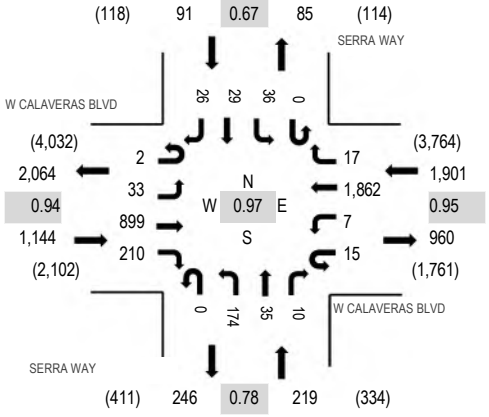
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	5	0	0	0	10	0	0	0	0	0	0	2	0	1	18
Lights	7	122	775	25	0	237	1,630	147	0	27	182	223	0	127	325	420	4,247
Mediums	0	5	15	0	0	2	22	2	0	1	3	3	0	4	1	12	70
Total	7	127	795	25	0	239	1,662	149	0	28	185	226	0	133	326	433	4,335

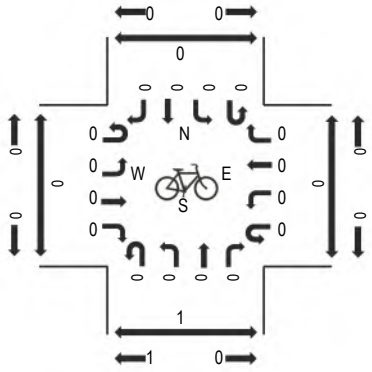
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 SERRA WAY & W CALAVERAS BLVD AM
Date: Tuesday, August 19, 2025
Peak Hour: 08:00 AM - 09:00 AM
Peak 15-Minutes: 08:30 AM - 08:45 AM

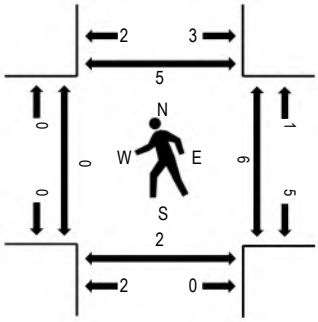
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	W CALAVERAS BLVD Eastbound				W CALAVERAS BLVD Westbound				SERRA WAY Northbound				SERRA WAY Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	2	150	28	0	1	416	1	0	20	4	1	0	0	3	7	633	2,963	0	0	0	1
7:15 AM	2	2	186	40	0	0	499	2	0	19	3	0	0	2	1	2	758	3,190	0	1	0	0
7:30 AM	1	4	202	37	2	0	477	2	0	30	2	0	0	3	1	6	767	3,221	0	1	1	0
7:45 AM	0	2	249	53	1	1	460	1	0	29	4	3	0	2	0	0	805	3,320	0	0	0	1
8:00 AM	0	9	231	50	2	2	506	4	0	36	8	3	0	2	3	4	860	3,355	0	2	0	1
8:15 AM	0	2	205	48	3	0	461	4	0	34	9	1	0	11	6	5	789		0	1	1	1
8:30 AM	1	11	229	53	4	3	468	1	0	55	9	6	0	10	8	8	866		0	2	0	1
8:45 AM	1	11	234	59	6	2	427	8	0	49	9	0	0	13	12	9	840		0	1	1	2

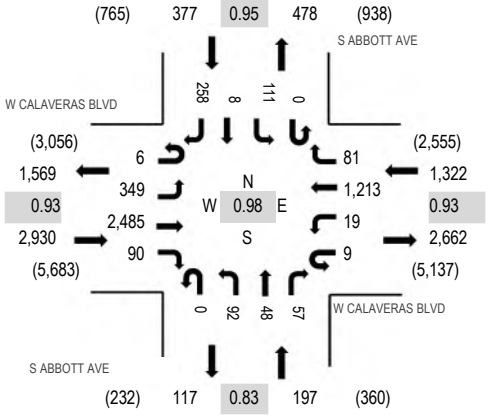
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	5	0	0	0	9	0	0	0	0	0	0	0	0	0	14
Lights	2	31	875	204	15	7	1,819	17	0	161	35	10	0	36	29	24	3,265
Mediums	0	2	19	6	0	0	34	0	0	13	0	0	0	0	0	2	76
Total	2	33	899	210	15	7	1,862	17	0	174	35	10	0	36	29	26	3,355

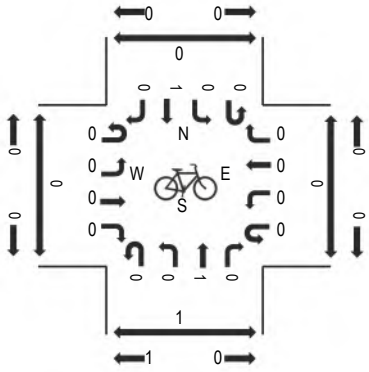
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 S ABBOTT AVE & W CALAVERAS BLVD PM
Date: Tuesday, May 20, 2025
Peak Hour: 05:00 PM - 06:00 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

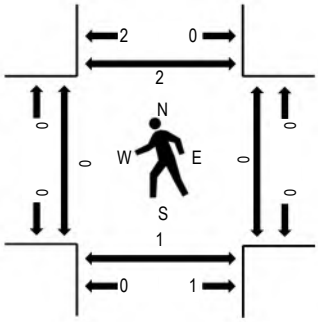
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	W CALAVERAS BLVD Eastbound				W CALAVERAS BLVD Westbound				S ABBOTT AVE Northbound				S ABBOTT AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	83	549	18	2	8	273	22	0	14	10	4	0	29	1	66	1,079	4,537	0	0	4	2
4:15 PM	1	94	552	16	2	6	280	19	0	19	7	11	0	28	3	72	1,110	4,628	0	0	1	2
4:30 PM	0	86	603	24	1	6	292	19	0	19	15	25	0	26	3	66	1,185	4,754	0	0	0	0
4:45 PM	1	90	615	21	2	6	287	8	0	21	7	11	0	15	3	76	1,163	4,756	0	0	1	0
5:00 PM	2	88	570	18	2	5	318	23	0	17	10	17	0	30	1	69	1,170	4,826	0	0	0	1
5:15 PM	1	88	604	35	4	5	329	16	0	29	11	15	0	32	3	64	1,236		0	0	0	0
5:30 PM	1	94	623	18	3	5	270	25	0	30	11	17	0	28	3	59	1,187		0	0	0	1
5:45 PM	2	79	688	19	0	4	296	17	0	16	16	8	0	21	1	66	1,233		0	0	1	0

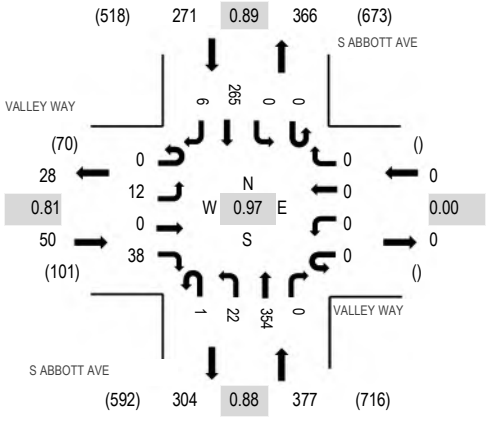
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	6	1	0	0	5	0	0	0	0	0	0	1	0	0	13
Lights	6	348	2,460	87	9	19	1,193	81	0	92	48	57	0	110	8	257	4,775
Mediums	0	1	19	2	0	0	15	0	0	0	0	0	0	0	0	1	38
Total	6	349	2,485	90	9	19	1,213	81	0	92	48	57	0	111	8	258	4,826

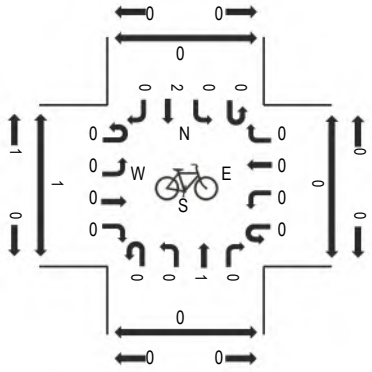
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 S ABBOTT AVE & VALLEY WAY PM
Date: Tuesday, May 20, 2025
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

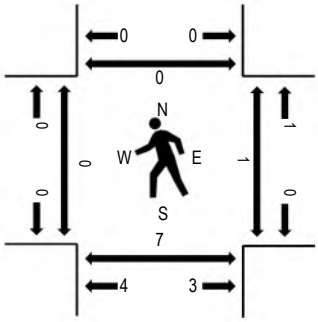
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	VALLEY WAY Eastbound				VALLEY WAY Westbound				S ABBOTT AVE Northbound				S ABBOTT AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	2	0	15	0	0	0	0	3	18	60	0	0	0	51	1	150	653	0	0	0	0
4:15 PM	0	2	0	13	0	0	0	0	0	11	80	0	0	0	76	1	183	681	0	1	1	0
4:30 PM	0	4	0	9	0	0	0	0	0	7	77	0	0	0	58	2	157	678	0	0	0	0
4:45 PM	0	4	0	6	0	0	0	0	0	3	83	0	0	0	66	1	163	698	0	0	2	0
5:00 PM	0	4	0	13	0	0	0	0	0	5	85	0	0	0	70	1	178	682	0	0	1	0
5:15 PM	0	2	0	12	0	0	0	0	1	3	90	0	0	0	70	2	180		0	1	2	0
5:30 PM	0	2	0	7	0	0	0	0	0	11	96	0	0	0	59	2	177		0	0	2	0
5:45 PM	0	2	0	4	0	0	0	0	1	2	80	0	0	0	58	0	147		0	1	2	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	2
Lights	0	12	0	37	0	0	0	0	1	22	352	0	0	0	264	6	694
Mediums	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	2
Total	0	12	0	38	0	0	0	0	1	22	354	0	0	0	265	6	698

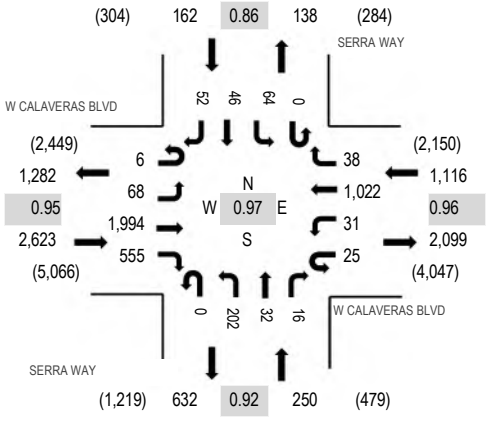
Volumes

Name	S. Abel Street			N. Abel Street			W. Calaveras Boulevard				W. Calaveras Boulevard			
Base Volume Input [veh/h]	79	269	554	185	250	212	5	219	1636	14	1	300	1017	129
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles Percentage [%]	1.00	0.00	1.00	2.00	1.00	1.00	0.00	4.00	2.00	0.00	0.00	1.00	2.00	3.00
Proportion of CAVs [%]	0.00													
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	79	269	554	185	250	212	5	219	1636	14	1	300	1017	129
Peak Hour Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Total 15-Minute Volume [veh/h]	20	67	139	46	63	53	1	55	409	4	0	75	254	32
Total Analysis Volume [veh/h]	79	269	554	185	250	212	5	219	1636	14	1	300	1017	129
Presence of On-Street Parking	No		No	No		No	No			No	No			No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			1				1			
v_di, Inbound Pedestrian Volume crossing m	1			1			0				0			
v_co, Outbound Pedestrian Volume crossing	2			3			1				3			
v_ci, Inbound Pedestrian Volume crossing mi	1			3			2				3			
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0				0			
Bicycle Volume [bicycles/h]	1			0			0				0			

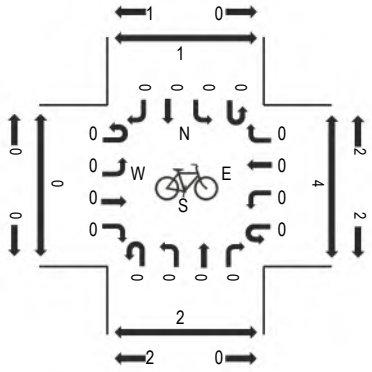
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 SERRA WAY & W CALAVERAS BLVD PM
Date: Tuesday, August 19, 2025
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

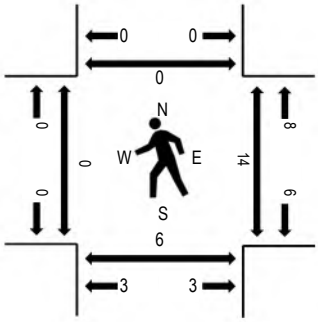
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	W CALAVERAS BLVD Eastbound				W CALAVERAS BLVD Westbound				SERRA WAY Northbound				SERRA WAY Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	2	17	478	108	13	11	274	14	0	38	10	4	0	11	7	15	1,002	3,858	0	3	2	1
4:15 PM	1	14	420	110	8	4	215	4	0	45	10	3	0	14	8	8	864	3,869	0	2	0	1
4:30 PM	2	11	471	149	5	1	246	6	0	42	4	5	0	18	4	9	973	4,077	0	5	2	1
4:45 PM	3	17	485	122	7	5	266	12	0	49	6	3	0	18	11	15	1,019	4,151	0	2	2	0
5:00 PM	1	18	470	135	5	4	271	12	0	45	4	2	0	21	11	14	1,013	4,141	0	6	1	0
5:15 PM	0	13	531	157	6	9	246	6	0	55	9	7	0	11	12	10	1,072		0	3	1	0
5:30 PM	2	20	508	141	7	13	239	8	0	53	13	4	0	14	12	13	1,047		0	3	2	0
5:45 PM	4	24	474	158	2	11	204	16	0	48	16	4	0	18	16	14	1,009		0	0	0	1

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	4	0	0	0	2	0	0	0	0	0	0	0	0	0	6
Lights	6	66	1,980	546	25	31	1,011	38	0	199	32	16	0	64	45	51	4,110
Mediums	0	2	10	9	0	0	9	0	0	3	0	0	0	0	1	1	35
Total	6	68	1,994	555	25	31	1,022	38	0	202	32	16	0	64	46	52	4,151

Appendix B
Scenario Volumes

Intersection Number: 1
Traffix Node Number: 1
Intersection Name: Abbott Ave and Calaveras Blvd
Peak Hour: AM
Date of Analysis: 09/19/25
Count Date: 05/20/25
*Project trips in Figure 5 may not match due to rounding

Scenario	Movements: Southbound Approach RT	TH	LT	Westbound Approach RT	TH	LT	Northbound Approach RT	TH	LT	Eastbound Approach RT	TH	LT	Total
Existing Conditions	448	13	92	56	1922	34	24	56	64	76	1041	173	3999
													0
Net Project Trips *	30	0	10	-8	0	0	0	0	0	0	0	-8	
Existing + Project Conditions	478	13	102	48	1922	34	24	56	64	76	1041	165	4023
													0
Cumulative No Project Conditions	448	18	92	72	2218	34	148	64	396	128	2207	191	6016
													0
Cumulative Conditions	478	18	102	64	2218	34	148	64	396	128	2207	183	6040
													0

Intersection Number: 2
Traffix Node Number: 2
Intersection Name: Abbott Ave and Valley Way
Peak Hour: AM
Date of Analysis: 09/19/25
Count Date: 05/20/25
*Project trips in Figure 5 may not match due to rounding

Scenario	Movements: Southbound Approach RT	TH	LT	Westbound Approach RT	TH	LT	Northbound Approach RT	TH	LT	Eastbound Approach RT	TH	LT	Total
Existing Conditions	6	520	0	0	0	0	0	203	48	21	0	2	800
													0
Net Project Trips *	-3	0	0	0	0	0	0	0	-15	41	0	1	
Existing + Project Conditions	3	520	0	0	0	0	0	203	33	62	0	3	824
													0
Cumulative No Project Conditions	6	520	0	0	0	0	0	243	48	21	0	2	840
													0
Cumulative Conditions	3	520	0	0	0	0	0	243	33	62	0	3	864
													0

Intersection Number: 3
Traffix Node Number: 3
Intersection Name: Serra Way and Calaveras Blvd
Peak Hour: AM
Date of Analysis: 09/19/25
Count Date: 08/19/25
*Project trips in Figure 5 may not match due to rounding

Scenario	Movements: Southbound Approach RT	TH	LT	Westbound Approach RT	TH	LT	Northbound Approach RT	TH	LT	Eastbound Approach RT	TH	LT	Total
Existing Conditions	26	29	36	17	1862	22	10	35	174	210	899	35	3355
													0
Net Project Trips *	0	0	0	0	-6	0	0	0	-2	4	6	0	
Existing + Project Conditions	26	29	36	17	1856	22	10	35	172	214	905	35	3357
													0
Cumulative No Project Conditions	26	29	36	17	1862	70	28	35	568	430	1957	35	5093
													0
Cumulative Conditions	26	29	36	17	1856	70	28	35	566	434	1963	35	5095
													0

Intersection Number: 4
Traffix Node Number: 701
Intersection Name: Abel St and Calaveras Blvd
Peak Hour: AM
Date of Analysis: 09/19/25
Count Date: 2022
*Project trips in Figure 5 may not match due to rounding

Scenario	Movements: Southbound Approach RT	TH	LT	Westbound Approach RT	TH	LT	Northbound Approach RT	TH	LT	Eastbound Approach RT	TH	LT	Total
Existing Conditions	433	326	133	149	1662	239	226	185	28	25	795	134	4335
													0
Net Project Trips *	-3	0	0	0	-3	0	0	0	0	0	4	2	
Existing + Project Conditions	430	326	133	149	1659	239	226	185	28	25	799	136	4335
													0
Cumulative No Project Conditions	560	492	142	149	1662	584	755	523	36	25	1668	327	6923
													0
Cumulative Conditions	557	492	142	149	1659	584	755	523	36	25	1672	329	6923
													0

Intersection Number: 1
Traffix Node Number: 1
Intersection Name: Abbott Ave and Calaveras Blvd
Peak Hour: PM
Date of Analysis: 09/19/25
Count Date: 05/20/25
*Project trips in Figure 5 may not match due to rounding

	Movements												
	Southbound Approach			Westbound Approach			Northbound Approach			Eastbound Approach			
Scenario	RT	TH	LT	RT	TH	LT	RT	TH	LT	RT	TH	LT	*Total*
Existing Conditions	258	8	111	81	1213	28	57	48	92	90	2485	355	*4826*
*Net Project Trips **	*11*	*0*	*1*	*9*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*28*	*49*
Existing + Project Conditions	269	8	112	90	1213	28	57	48	92	90	2485	383	*4875*
													0
Cumulative No Project Conditions	258	13	154	114	1626	215	57	51	177	300	3056	355	*6376*
													0
Cumulative Conditions	269	13	155	123	1626	215	57	51	177	300	3056	383	*6425*
													0

Intersection Number: 2
Traffix Node Number: 2
Intersection Name: Abbott Ave and Valley Way
Peak Hour: PM
Date of Analysis: 09/19/25
Count Date: 05/20/25
*Project trips in Figure 5 may not match due to rounding

	Movements												
	Southbound Approach			Westbound Approach			Northbound Approach			Eastbound Approach			
Scenario	RT	TH	LT	RT	TH	LT	RT	TH	LT	RT	TH	LT	*Total*
Existing Conditions	6	265	0	0	0	0	0	354	23	38	0	12	*698*
*Net Project Trips **	*1*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*37*	*12*	*0*	*-1*	*49*
Existing + Project Conditions	7	265	0	0	0	0	0	354	60	50	0	11	*747*
													0
Cumulative No Project Conditions	6	283	0	0	0	0	0	354	23	38	0	12	*716*
													0
Cumulative Conditions	7	283	0	0	0	0	0	354	60	50	0	11	*765*
													0

Intersection Number: 3
Traffix Node Number: 3
Intersection Name: Serra Way and Calaveras Blvd
Peak Hour: PM
Date of Analysis: 09/19/25
Count Date: 08/19/25
*Project trips in Figure 5 may not match due to rounding

	Movements												
	Southbound Approach			Westbound Approach			Northbound Approach			Eastbound Approach			
Scenario	RT	TH	LT	RT	TH	LT	RT	TH	LT	RT	TH	LT	*Total*
Existing Conditions	52	46	64	38	1022	56	16	32	202	555	1994	74	*4151*
*Net Project Trips **	*0*	*0*	*0*	*0*	*5*	*0*	*0*	*0*	*4*	*1*	*0*	*0*	*10*
Existing + Project Conditions	52	46	64	38	1027	56	16	32	206	556	1994	74	*4161*
													0
Cumulative No Project Conditions	52	46	64	38	1415	56	16	32	440	1103	2022	74	*5358*
													0
Cumulative Conditions	52	46	64	38	1420	56	16	32	444	1104	2022	74	*5368*
													0

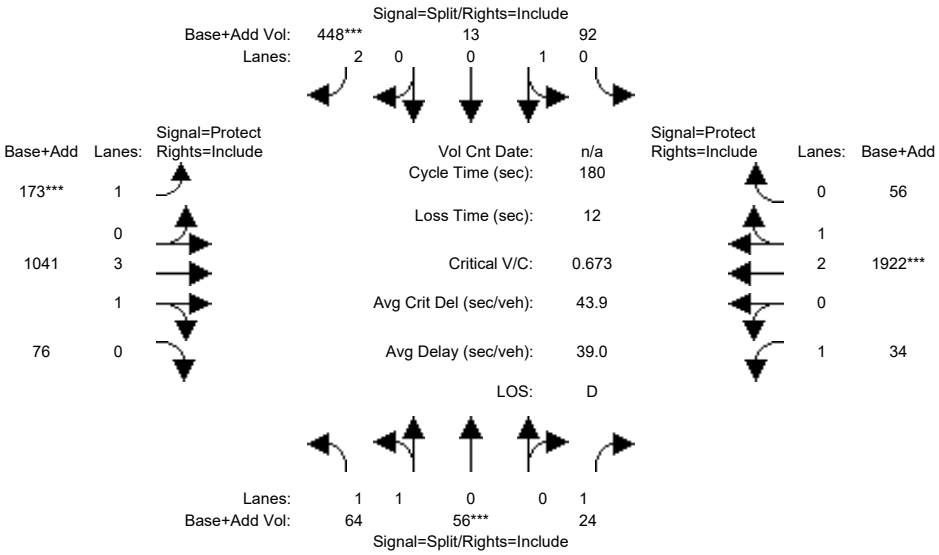
Intersection Number: 4
Traffix Node Number: 701
Intersection Name: Abel St and Calaveras Blvd
Peak Hour: PM
Date of Analysis: 09/19/25
Count Date: 2022
*Project trips in Figure 5 may not match due to rounding
**Existing PM volumes taken from VTA CMP Intersection Report Version 2022 (SP 0-11)

	Movements												
	Southbound Approach			Westbound Approach			Northbound Approach			Eastbound Approach			
Scenario	RT	TH	LT	RT	TH	LT	RT	TH	LT	RT	TH	LT	*Total*
Existing Conditions**	212	250	185	129	1017	301	554	269	79	14	1636	224	*4870*
*Net Project Trips **	*2*	*0*	*0*	*0*	*3*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*5*
Existing + Project Conditions	214	250	185	129	1020	301	554	269	79	14	1636	224	*4875*
													0
Cumulative No Project Conditions	332	593	189	149	1292	834	1026	588	101	113	1636	562	*7415*
													0
Cumulative Conditions	334	593	189	149	1295	834	1026	588	101	113	1636	562	*7420*
													0

Appendix C
Level of Service

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Exsiting AM

Intersection #1: Abbott and Calaveras



Street Name:	Abbott Ave						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	64	56	24	92	13	448	173	1041	76	34	1922	56
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	64	56	24	92	13	448	173	1041	76	34	1922	56
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	64	56	24	92	13	448	173	1041	76	34	1922	56
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	64	56	24	92	13	448	173	1041	76	34	1922	56
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	64	56	24	92	13	448	173	1041	76	34	1922	56
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	64	56	24	92	13	448	173	1041	76	34	1922	56
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.95	0.92	0.95	0.95	0.83	0.92	0.99	0.95	0.92	0.98	0.95
Lanes:	1.08	0.92	1.00	0.88	0.12	2.00	1.00	3.72	0.28	1.00	2.91	0.09
Final Sat.:	1893	1656	1750	1577	223	3150	1750	6989	510	1750	5441	159
Capacity Analysis Module:												
Vol/Sat:	0.03	0.03	0.01	0.06	0.06	0.14	0.10	0.15	0.15	0.02	0.35	0.35
Crit Moves:		****				****	****				****	
Green/Cycle:	0.06	0.06	0.06	0.21	0.21	0.21	0.15	0.53	0.53	0.14	0.52	0.52
Volume/Cap:	0.61	0.61	0.25	0.28	0.28	0.68	0.68	0.28	0.28	0.14	0.68	0.68
Uniform Del:	83.1	83.1	81.4	59.6	59.6	65.5	72.8	23.4	23.4	68.2	31.8	31.8
IncremntDel:	5.4	5.4	1.3	0.4	0.4	2.8	7.1	0.0	0.0	0.3	0.6	0.6
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	88.5	88.5	82.7	60.0	60.0	68.3	79.9	23.5	23.5	68.4	32.5	32.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	88.5	88.5	82.7	60.0	60.0	68.3	79.9	23.5	23.5	68.4	32.5	32.5
LOS by Move:	F	F	F	E	E	E	E	C	C	E	C	C
HCM2k95thQ:	9	9	3	10	10	25	20	15	15	3	44	44

Note: Queue reported is the number of cars per lane.

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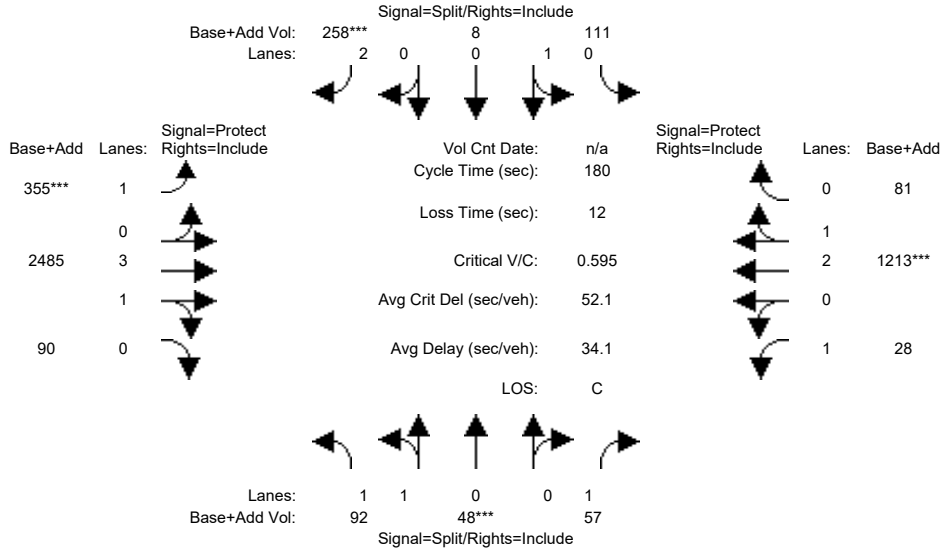
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Exsiting PM

Intersection #1: Abbott and Calaveras



Street Name:	Abbott Ave						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L - T - R			L - T - R			L - T - R			L - T - R		
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	92	48	57	111	8	258	355	2485	90	28	1213	81
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	92	48	57	111	8	258	355	2485	90	28	1213	81
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	92	48	57	111	8	258	355	2485	90	28	1213	81
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	92	48	57	111	8	258	355	2485	90	28	1213	81
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	92	48	57	111	8	258	355	2485	90	28	1213	81
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	92	48	57	111	8	258	355	2485	90	28	1213	81
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.95	0.95	0.83	0.92	0.99	0.95	0.92	0.98	0.95
Lanes:	1.32	0.68	1.00	0.93	0.07	2.00	1.00	3.85	0.15	1.00	2.81	0.19
Final Sat.:	2333	1217	1750	1679	121	3150	1750	7237	262	1750	5249	351
Capacity Analysis Module:												
Vol/Sat:	0.04	0.04	0.03	0.07	0.07	0.08	0.20	0.34	0.34	0.02	0.23	0.23
Crit Moves:		****				****	****				****	
Green/Cycle:	0.07	0.07	0.07	0.14	0.14	0.14	0.34	0.66	0.66	0.07	0.39	0.39
Volume/Cap:	0.59	0.59	0.49	0.48	0.48	0.59	0.59	0.52	0.52	0.22	0.59	0.59
Uniform Del:	81.7	81.7	81.1	71.7	71.7	72.9	49.0	16.3	16.3	78.4	43.8	43.8
IncremntDel:	4.1	4.1	3.3	1.5	1.5	2.2	1.6	0.1	0.1	0.8	0.5	0.5
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	85.8	85.8	84.4	73.1	73.1	75.1	50.7	16.4	16.4	79.2	44.2	44.2
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	85.8	85.8	84.4	73.1	73.1	75.1	50.7	16.4	16.4	79.2	44.2	44.2
LOS by Move:	F	F	F	E	E	E	D	B	B	E	D	D
HCM2k95thQ:	10	10	8	13	13	16	30	31	31	3	32	32

Note: Queue reported is the number of cars per lane.

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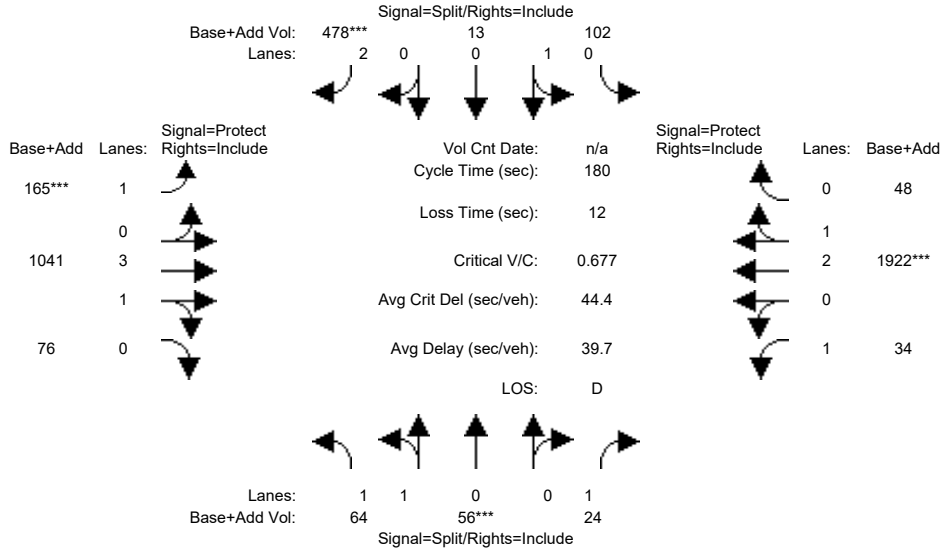
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
ExsitingProj AM

Intersection #1: Abbott and Calaveras



Street Name:	Abbott Ave						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L - T - R			L - T - R			L - T - R			L - T - R		
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	64	56	24	92	13	448	173	1041	76	34	1922	56
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	64	56	24	92	13	448	173	1041	76	34	1922	56
Added Vol:	0	0	0	10	0	30	-8	0	0	0	0	-8
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	64	56	24	102	13	478	165	1041	76	34	1922	48
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	64	56	24	102	13	478	165	1041	76	34	1922	48
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	64	56	24	102	13	478	165	1041	76	34	1922	48
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	64	56	24	102	13	478	165	1041	76	34	1922	48
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.95	0.92	0.95	0.95	0.83	0.92	0.99	0.95	0.92	0.98	0.95
Lanes:	1.08	0.92	1.00	0.89	0.11	2.00	1.00	3.72	0.28	1.00	2.92	0.08
Final Sat.:	1893	1656	1750	1597	203	3150	1750	6989	510	1750	5463	136
Capacity Analysis Module:												
Vol/Sat:	0.03	0.03	0.01	0.06	0.06	0.15	0.09	0.15	0.15	0.02	0.35	0.35
Crit Moves:		****				****	****				****	
Green/Cycle:	0.06	0.06	0.06	0.22	0.22	0.22	0.14	0.52	0.52	0.14	0.52	0.52
Volume/Cap:	0.61	0.61	0.25	0.29	0.29	0.68	0.68	0.29	0.29	0.14	0.68	0.68
Uniform Del:	83.1	83.1	81.4	58.1	58.1	64.1	73.8	24.4	24.4	68.6	32.5	32.5
IncremntDel:	5.4	5.4	1.3	0.4	0.4	2.7	7.7	0.0	0.0	0.3	0.7	0.7
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	88.5	88.5	82.7	58.5	58.5	66.8	81.4	24.5	24.5	68.9	33.1	33.1
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	88.5	88.5	82.7	58.5	58.5	66.8	81.4	24.5	24.5	68.9	33.1	33.1
LOS by Move:	F	F	F	E	E	E	F	C	C	E	C	C
HCM2k95thQ:	9	9	3	11	11	27	19	16	16	3	44	44

Note: Queue reported is the number of cars per lane.

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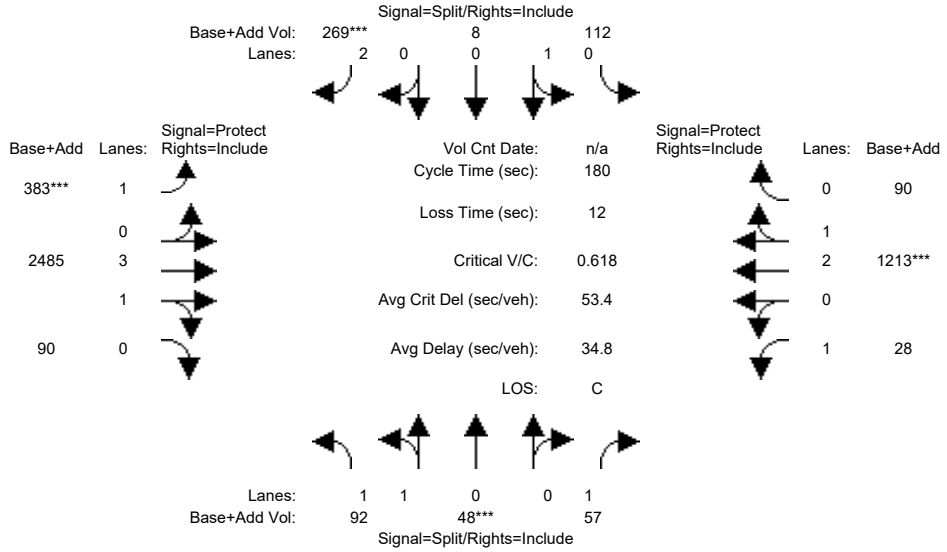
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
ExsitingProj PM

Intersection #1: Abbott and Calaveras



Street Name:	Abbott Ave						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L - T - R			L - T - R			L - T - R			L - T - R		
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	92	48	57	111	8	258	355	2485	90	28	1213	81
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	92	48	57	111	8	258	355	2485	90	28	1213	81
Added Vol:	0	0	0	1	0	11	28	0	0	0	0	9
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	92	48	57	112	8	269	383	2485	90	28	1213	90
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	92	48	57	112	8	269	383	2485	90	28	1213	90
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	92	48	57	112	8	269	383	2485	90	28	1213	90
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	92	48	57	112	8	269	383	2485	90	28	1213	90
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.95	0.95	0.83	0.92	0.99	0.95	0.92	0.99	0.95
Lanes:	1.32	0.68	1.00	0.93	0.07	2.00	1.00	3.85	0.15	1.00	2.79	0.21
Final Sat.:	2333	1217	1750	1680	120	3150	1750	7237	262	1750	5213	387
Capacity Analysis Module:												
Vol/Sat:	0.04	0.04	0.03	0.07	0.07	0.09	0.22	0.34	0.34	0.02	0.23	0.23
Crit Moves:		****				****	****				****	
Green/Cycle:	0.06	0.06	0.06	0.14	0.14	0.14	0.35	0.66	0.66	0.07	0.38	0.38
Volume/Cap:	0.62	0.62	0.51	0.48	0.48	0.62	0.62	0.52	0.52	0.22	0.62	0.62
Uniform Del:	82.1	82.1	81.5	71.6	71.6	73.1	48.0	16.1	16.1	78.4	45.6	45.6
IncremntDel:	5.1	5.1	3.9	1.5	1.5	2.7	1.9	0.1	0.1	0.8	0.6	0.6
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	87.2	87.2	85.4	73.1	73.1	75.8	49.9	16.2	16.2	79.2	46.1	46.1
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	87.2	87.2	85.4	73.1	73.1	75.8	49.9	16.2	16.2	79.2	46.1	46.1
LOS by Move:	F	F	F	E	E	E	D	B	B	E	D	D
HCM2k95thQ:	10	10	8	13	13	17	32	31	31	3	33	33

Note: Queue reported is the number of cars per lane.

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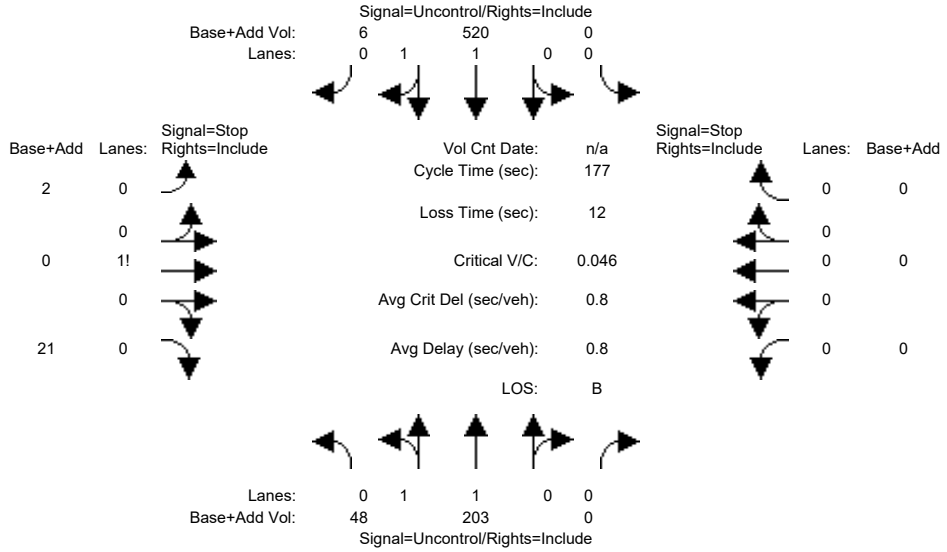
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Exsiting AM

Intersection #2: Abbott Ave & Valley Way



Street Name:	Abbott Ave						Valley Way					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Volume Module:												
Base Vol:	48	203	0	0	520	6	2	0	21	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	48	203	0	0	520	6	2	0	21	0	0	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	48	203	0	0	520	6	2	0	21	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	48	203	0	0	520	6	2	0	21	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	48	203	0	0	520	6	2	0	21	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.8	6.5	6.9	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	526	xxxx	xxxxx	xxxx	xxxx	xxxxx	721	822	263	xxxx	xxxx	xxxxx
Potent Cap.:	1051	xxxx	xxxxx	xxxx	xxxx	xxxxx	367	311	742	xxxx	xxxx	xxxxx
Move Cap.:	1051	xxxx	xxxxx	xxxx	xxxx	xxxxx	354	297	742	xxxx	xxxx	xxxxx
Volume/Cap:	0.05	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	0.00	0.03	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	8.6	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	677	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.1	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	8.6	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	10.5	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	B	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			10.5			xxxxxx		
ApproachLOS:	*			*			B			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	48	203	0	0	520	6	2	0	21	0	0	0
ApproachDel:	xxxxxx			xxxxxx			10.5			xxxxxx		

Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=23]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=800]
SUCCEED - Total volume greater than or equal to 650 for intersection with less than four approaches.

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	48	203	0	0	520	6	2	0	21	0	0	0

Major Street Volume: 777
Minor Approach Volume: 23
Minor Approach Volume Threshold: 372

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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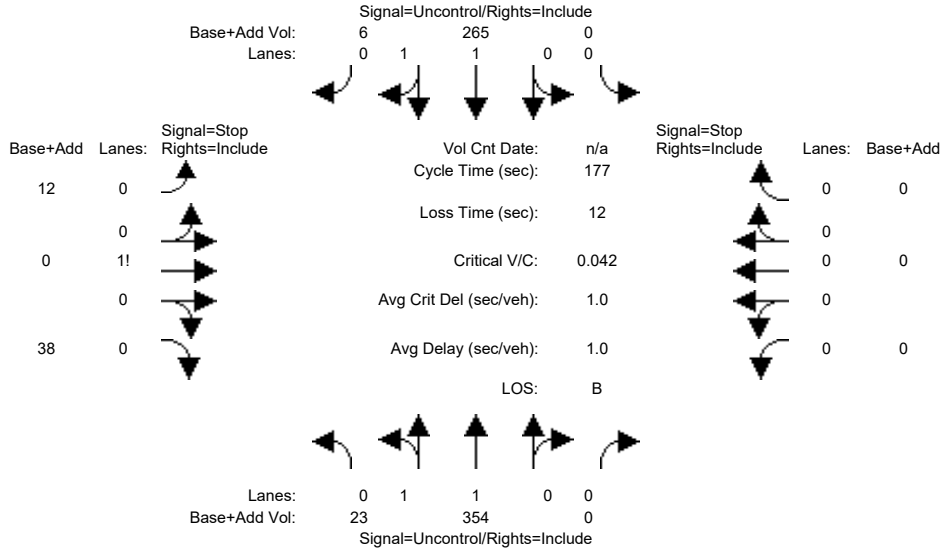
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Exsiting PM

Intersection #2: Abbott Ave & Valley Way



Street Name:	Abbott Ave						Valley Way					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	23	354	0	0	265	6	12	0	38	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	23	354	0	0	265	6	12	0	38	0	0	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	23	354	0	0	265	6	12	0	38	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	23	354	0	0	265	6	12	0	38	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	23	354	0	0	265	6	12	0	38	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.8	6.5	6.9	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	271	xxxx	xxxxx	xxxx	xxxx	xxxxx	491	668	136	xxxx	xxxx	xxxxx
Potent Cap.:	1304	xxxx	xxxxx	xxxx	xxxx	xxxxx	512	382	895	xxxx	xxxx	xxxxx
Move Cap.:	1304	xxxx	xxxxx	xxxx	xxxx	xxxxx	505	375	895	xxxx	xxxx	xxxxx
Volume/Cap:	0.02	xxxx	xxxx	xxxx	xxxx	xxxx	0.02	0.00	0.04	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	7.8	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT - LTR - RT			LT - LTR - RT			LT - LTR - RT			LT - LTR - RT		
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	755	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.2	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	7.8	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	10.1	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	B	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			10.1			xxxxxx		
ApproachLOS:	*			*			B			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	23	354	0	0	265	6	12	0	38	0	0	0
ApproachDel:	xxxxxx			xxxxxx			10.1			xxxxxx		

Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=50]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=698]
SUCCEED - Total volume greater than or equal to 650 for intersection with less than four approaches.

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	23	354	0	0	265	6	12	0	38	0	0	0

Major Street Volume: 648
Minor Approach Volume: 50
Minor Approach Volume Threshold: 434

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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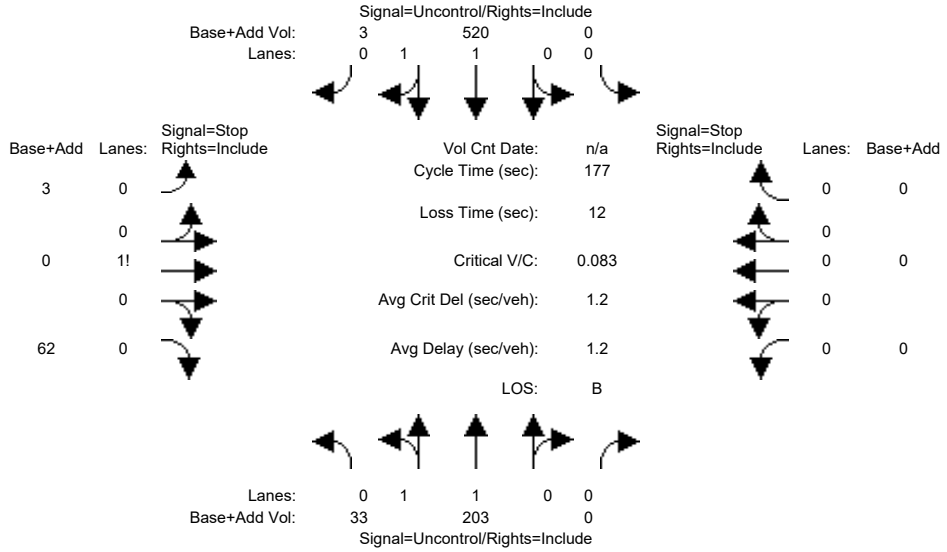
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
ExsitingProj AM

Intersection #2: Abbott Ave & Valley Way



Street Name:	Abbott Ave						Valley Way					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	48	203	0	0	520	6	2	0	21	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	48	203	0	0	520	6	2	0	21	0	0	0
Added Vol:	-15	0	0	0	0	-3	1	0	41	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	33	203	0	0	520	3	3	0	62	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	33	203	0	0	520	3	3	0	62	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	33	203	0	0	520	3	3	0	62	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.8	6.5	6.9	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	523	xxxx	xxxxx	xxxx	xxxx	xxxxx	689	791	262	xxxx	xxxx	xxxxx
Potent Cap.:	1054	xxxx	xxxxx	xxxx	xxxx	xxxxx	384	325	743	xxxx	xxxx	xxxxx
Move Cap.:	1054	xxxx	xxxxx	xxxx	xxxx	xxxxx	375	314	743	xxxx	xxxx	xxxxx
Volume/Cap:	0.03	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	0.00	0.08	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	8.5	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT - LTR - RT			LT - LTR - RT			LT - LTR - RT			LT - LTR - RT		
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	711	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.3	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	8.5	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	10.6	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	B	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			10.6			xxxxxx		
ApproachLOS:	*			*			B			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	33	203	0	0	520	3	3	0	62	0	0	0
ApproachDel:	xxxxxx			xxxxxx			10.6			xxxxxx		

Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.2]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=65]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=824]
SUCCEED - Total volume greater than or equal to 650 for intersection with less than four approaches.

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	33	203	0	0	520	3	3	0	62	0	0	0

Major Street Volume: 759
Minor Approach Volume: 65
Minor Approach Volume Threshold: 380

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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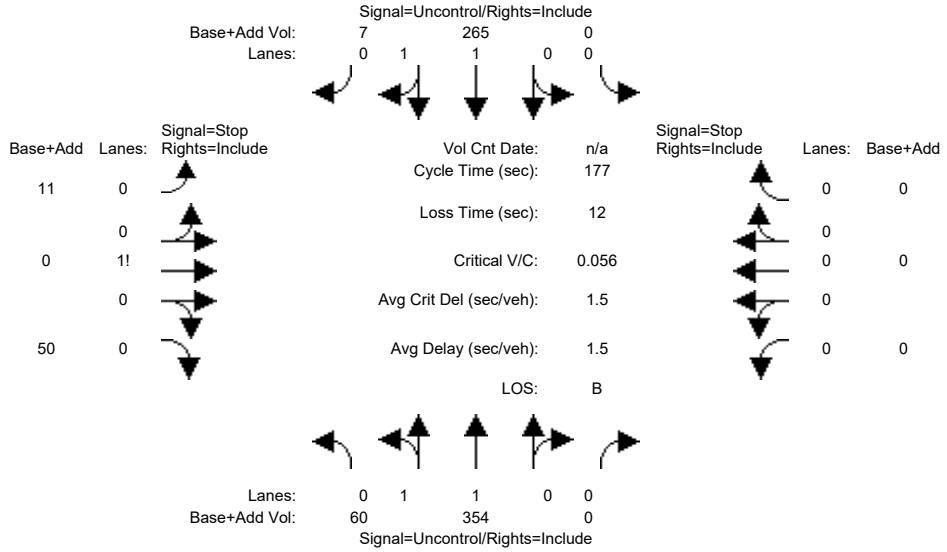
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
ExsitingProj PM

Intersection #2: Abbott Ave & Valley Way



Street Name:	Abbott Ave						Valley Way					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	23	354	0	0	265	6	12	0	38	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	23	354	0	0	265	6	12	0	38	0	0	0
Added Vol:	37	0	0	0	0	1	-1	0	12	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	60	354	0	0	265	7	11	0	50	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	60	354	0	0	265	7	11	0	50	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	60	354	0	0	265	7	11	0	50	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.8	6.5	6.9	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	272	xxxx	xxxxx	xxxx	xxxx	xxxxx	566	743	136	xxxx	xxxx	xxxxx
Potent Cap.:	1303	xxxx	xxxxx	xxxx	xxxx	xxxxx	459	346	894	xxxx	xxxx	xxxxx
Move Cap.:	1303	xxxx	xxxxx	xxxx	xxxx	xxxxx	443	329	894	xxxx	xxxx	xxxxx
Volume/Cap:	0.05	xxxx	xxxx	xxxx	xxxx	xxxx	0.02	0.00	0.06	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	7.9	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT - LTR - RT			LT - LTR - RT			LT - LTR - RT			LT - LTR - RT		
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	755	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.3	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	7.9	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	10.2	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	B	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			10.2			xxxxxx		
ApproachLOS:	*			*			B			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	60	354	0	0	265	7	11	0	50	0	0	0
ApproachDel:	xxxxxx			xxxxxx			10.2			xxxxxx		

Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.2]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=61]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=747]
SUCCEED - Total volume greater than or equal to 650 for intersection with less than four approaches.

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	60	354	0	0	265	7	11	0	50	0	0	0

Major Street Volume: 686
Minor Approach Volume: 61
Minor Approach Volume Threshold: 415

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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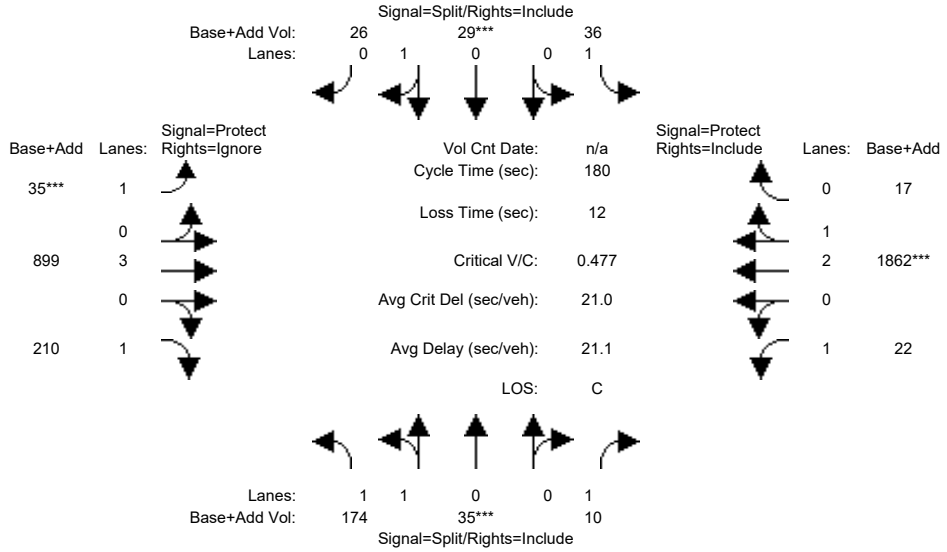
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Exsiting AM

Intersection #3: Serra and Calaveras



Street Name:	Serra Way						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	174	35	10	36	29	26	35	899	210	22	1862	17
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	174	35	10	36	29	26	35	899	210	22	1862	17
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	174	35	10	36	29	26	35	899	210	22	1862	17
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Volume:	174	35	10	36	29	26	35	899	0	22	1862	17
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	174	35	10	36	29	26	35	899	0	22	1862	17
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
FinalVolume:	174	35	10	36	29	26	35	899	0	22	1862	17
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.92	0.95	0.95	0.92	1.00	0.92	0.92	0.98	0.95
Lanes:	1.67	0.33	1.00	1.00	0.53	0.47	1.00	3.00	1.00	1.00	2.97	0.03
Final Sat.:	2955	594	1750	1750	949	851	1750	5700	1750	1750	5549	51
Capacity Analysis Module:												
Vol/Sat:	0.06	0.06	0.01	0.02	0.03	0.03	0.02	0.16	0.00	0.01	0.34	0.34
Crit Moves:		****			****		****				****	
Green/Cycle:	0.12	0.12	0.12	0.06	0.06	0.06	0.04	0.60	0.00	0.15	0.70	0.70
Volume/Cap:	0.48	0.48	0.05	0.32	0.48	0.48	0.48	0.26	0.00	0.09	0.48	0.48
Uniform Del:	73.5	73.5	69.5	80.5	81.3	81.3	84.3	17.2	0.0	66.2	11.9	11.9
IncremntDel:	0.8	0.8	0.1	1.7	3.1	3.1	4.8	0.0	0.0	0.1	0.1	0.1
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Delay/Veh:	74.3	74.3	69.6	82.1	84.4	84.4	89.1	17.3	0.0	66.4	12.0	12.0
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	74.3	74.3	69.6	82.1	84.4	84.4	89.1	17.3	0.0	66.4	12.0	12.0
LOS by Move:	E	E	E	F	F	F	F	B	A	E	B	B
HCM2k95thQ:	11	11	1	5	7	7	4	14	0	2	26	26

Note: Queue reported is the number of cars per lane.

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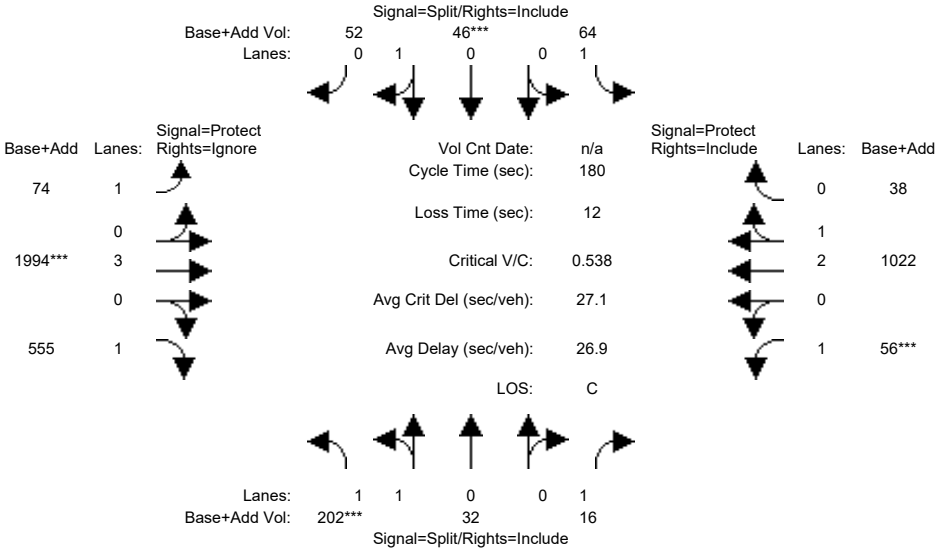
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Exsiting PM

Intersection #3: Serra and Calaveras



Street Name:	Serra Way						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	202	32	16	64	46	52	74	1994	555	56	1022	38
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	202	32	16	64	46	52	74	1994	555	56	1022	38
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	202	32	16	64	46	52	74	1994	555	56	1022	38
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Volume:	202	32	16	64	46	52	74	1994	0	56	1022	38
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	202	32	16	64	46	52	74	1994	0	56	1022	38
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
FinalVolume:	202	32	16	64	46	52	74	1994	0	56	1022	38
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.92	0.95	0.95	0.92	1.00	0.92	0.92	0.98	0.95
Lanes:	1.73	0.27	1.00	1.00	0.47	0.53	1.00	3.00	1.00	1.00	2.89	0.11
Final Sat.:	3064	485	1750	1750	845	955	1750	5700	1750	1750	5399	201
Capacity Analysis Module:												
Vol/Sat:	0.07	0.07	0.01	0.04	0.05	0.05	0.04	0.35	0.00	0.03	0.19	0.19
Crit Moves:	****				****			****			****	
Green/Cycle:	0.12	0.12	0.12	0.10	0.10	0.10	0.13	0.65	0.00	0.06	0.58	0.58
Volume/Cap:	0.54	0.54	0.07	0.36	0.54	0.54	0.33	0.54	0.00	0.54	0.33	0.33
Uniform Del:	74.2	74.2	69.9	75.5	76.9	76.9	71.2	16.9	0.0	82.2	19.6	19.6
IncremntDel:	1.3	1.3	0.1	1.3	3.2	3.2	0.8	0.2	0.0	5.5	0.1	0.1
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Delay/Veh:	75.5	75.5	70.1	76.7	80.1	80.1	72.0	17.1	0.0	87.8	19.6	19.6
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	75.5	75.5	70.1	76.7	80.1	80.1	72.0	17.1	0.0	87.8	19.6	19.6
LOS by Move:	E	E	E	E	F	F	E	B	A	F	B	B
HCM2k95thQ:	12	12	2	8	12	12	8	33	0	6	18	18

Note: Queue reported is the number of cars per lane.

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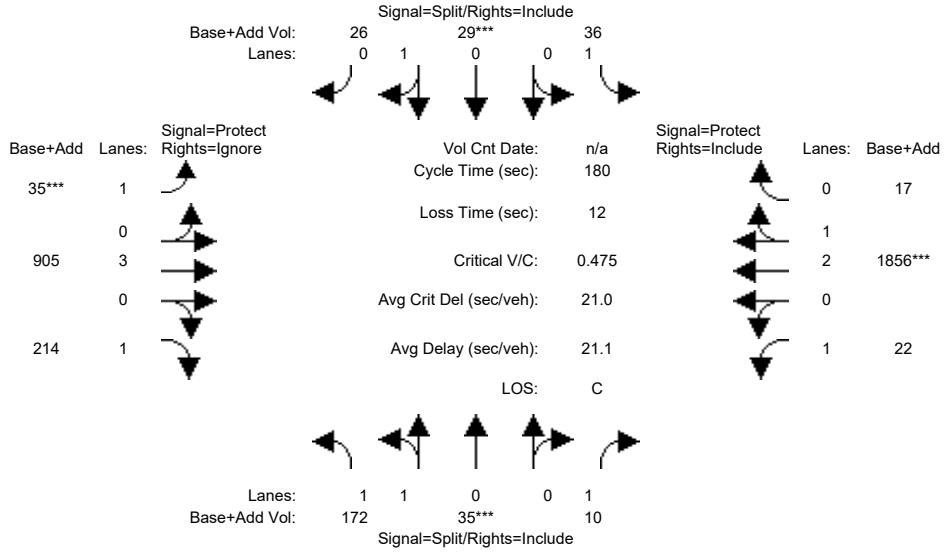
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
ExsitingProj AM

Intersection #3: Serra and Calaveras



Street Name:	Serra Way						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	174	35	10	36	29	26	35	899	210	22	1862	17
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	174	35	10	36	29	26	35	899	210	22	1862	17
Added Vol:	-2	0	0	0	0	0	0	6	4	0	-6	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	172	35	10	36	29	26	35	905	214	22	1856	17
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Volume:	172	35	10	36	29	26	35	905	0	22	1856	17
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	172	35	10	36	29	26	35	905	0	22	1856	17
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
FinalVolume:	172	35	10	36	29	26	35	905	0	22	1856	17
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.92	0.95	0.95	0.92	1.00	0.92	0.92	0.98	0.95
Lanes:	1.67	0.33	1.00	1.00	0.53	0.47	1.00	3.00	1.00	1.00	2.97	0.03
Final Sat.:	2950	600	1750	1750	949	851	1750	5700	1750	1750	5549	51
Capacity Analysis Module:												
Vol/Sat:	0.06	0.06	0.01	0.02	0.03	0.03	0.02	0.16	0.00	0.01	0.33	0.33
Crit Moves:		****			****		****				****	
Green/Cycle:	0.12	0.12	0.12	0.06	0.06	0.06	0.04	0.60	0.00	0.15	0.70	0.70
Volume/Cap:	0.48	0.48	0.05	0.32	0.48	0.48	0.48	0.26	0.00	0.09	0.48	0.48
Uniform Del:	73.5	73.5	69.7	80.4	81.3	81.3	84.3	17.2	0.0	66.3	11.8	11.8
IncremntDel:	0.8	0.8	0.1	1.6	3.1	3.1	4.8	0.0	0.0	0.1	0.1	0.1
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Delay/Veh:	74.4	74.4	69.7	82.1	84.3	84.3	89.0	17.2	0.0	66.5	11.9	11.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	74.4	74.4	69.7	82.1	84.3	84.3	89.0	17.2	0.0	66.5	11.9	11.9
LOS by Move:	E	E	E	F	F	F	F	B	A	E	B	B
HCM2k95thQ:	11	11	1	5	7	7	4	14	0	2	26	26

Note: Queue reported is the number of cars per lane.

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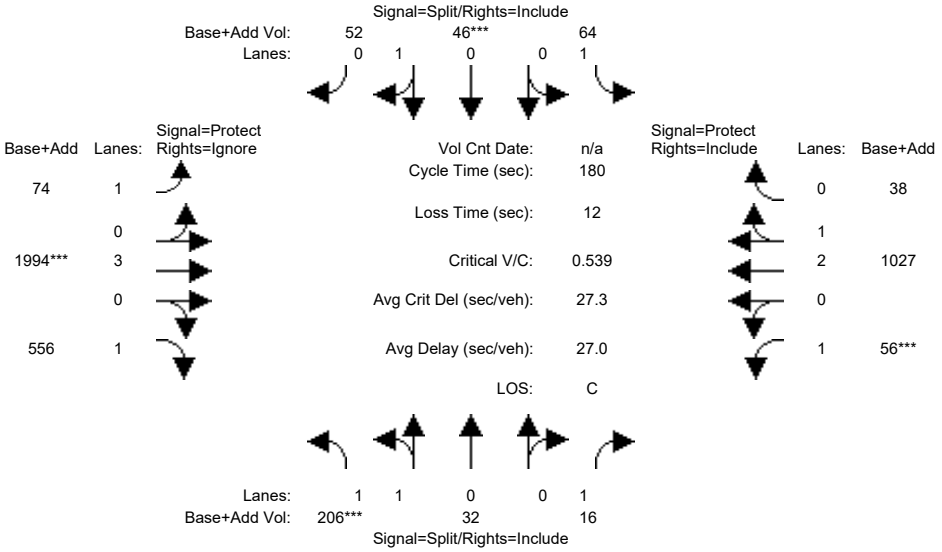
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
ExsitingProj PM

Intersection #3: Serra and Calaveras



Street Name:	Serra Way						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	202	32	16	64	46	52	74	1994	555	56	1022	38
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	202	32	16	64	46	52	74	1994	555	56	1022	38
Added Vol:	4	0	0	0	0	0	0	0	1	0	5	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	206	32	16	64	46	52	74	1994	556	56	1027	38
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Volume:	206	32	16	64	46	52	74	1994	0	56	1027	38
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	206	32	16	64	46	52	74	1994	0	56	1027	38
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
FinalVolume:	206	32	16	64	46	52	74	1994	0	56	1027	38
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.92	0.95	0.95	0.92	1.00	0.92	0.92	0.98	0.95
Lanes:	1.73	0.27	1.00	1.00	0.47	0.53	1.00	3.00	1.00	1.00	2.89	0.11
Final Sat.:	3073	477	1750	1750	845	955	1750	5700	1750	1750	5400	200
Capacity Analysis Module:												
Vol/Sat:	0.07	0.07	0.01	0.04	0.05	0.05	0.04	0.35	0.00	0.03	0.19	0.19
Crit Moves:	****				****			****			****	
Green/Cycle:	0.12	0.12	0.12	0.10	0.10	0.10	0.13	0.65	0.00	0.06	0.58	0.58
Volume/Cap:	0.54	0.54	0.07	0.36	0.54	0.54	0.33	0.54	0.00	0.54	0.33	0.33
Uniform Del:	74.0	74.0	69.6	75.5	76.9	76.9	71.3	17.1	0.0	82.3	19.7	19.7
IncremntDel:	1.3	1.3	0.1	1.3	3.2	3.2	0.9	0.2	0.0	5.6	0.1	0.1
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Delay/Veh:	75.3	75.3	69.8	76.8	80.2	80.2	72.2	17.2	0.0	87.9	19.7	19.7
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	75.3	75.3	69.8	76.8	80.2	80.2	72.2	17.2	0.0	87.9	19.7	19.7
LOS by Move:	E	E	E	E	F	F	E	B	A	F	B	B
HCM2k95thQ:	12	12	2	8	12	12	8	33	0	6	18	18

Note: Queue reported is the number of cars per lane.

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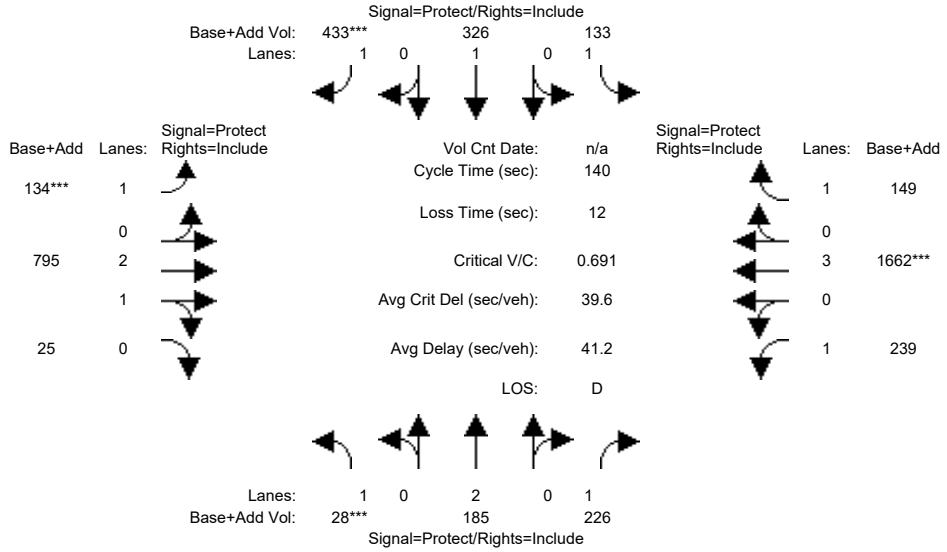
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Exsiting AM

Intersection #701: SR 237 - Abel



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	28	185	226	133	326	433	134	795	25	239	1662	149
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	28	185	226	133	326	433	134	795	25	239	1662	149
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	28	185	226	133	326	433	134	795	25	239	1662	149
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	28	185	226	133	326	433	134	795	25	239	1662	149
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	28	185	226	133	326	433	134	795	25	239	1662	149
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	28	185	226	133	326	433	134	795	25	239	1662	149
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	0.98	0.95	0.92	1.00	0.92
Lanes:	1.00	2.00	1.00	1.00	1.00	1.00	1.00	2.91	0.09	1.00	3.00	1.00
Final Sat.:	1750	3800	1750	1750	1900	1750	1750	5429	171	1750	5700	1750
Capacity Analysis Module:												
Vol/Sat:	0.02	0.05	0.13	0.08	0.17	0.25	0.08	0.15	0.15	0.14	0.29	0.09
Crit Moves:	****					****	****				****	
Green/Cycle:	0.05	0.25	0.25	0.15	0.35	0.35	0.11	0.27	0.27	0.25	0.41	0.41
Volume/Cap:	0.32	0.19	0.52	0.52	0.49	0.71	0.71	0.55	0.55	0.55	0.71	0.21
Uniform Del:	64.2	41.4	45.2	55.1	36.0	39.6	60.4	44.0	44.0	45.7	34.5	26.7
IncremntDel:	2.1	0.1	1.1	1.8	0.6	4.0	12.1	0.4	0.4	1.5	1.1	0.1
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	66.3	41.5	46.3	56.9	36.6	43.6	72.4	44.4	44.4	47.1	35.5	26.8
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	66.3	41.5	46.3	56.9	36.6	43.6	72.4	44.4	44.4	47.1	35.5	26.8
LOS by Move:	E	D	D	E	D	D	E	D	D	D	D	C
HCM2k95thQ:	3	6	16	12	20	31	12	18	18	18	34	9

Note: Queue reported is the number of cars per lane.

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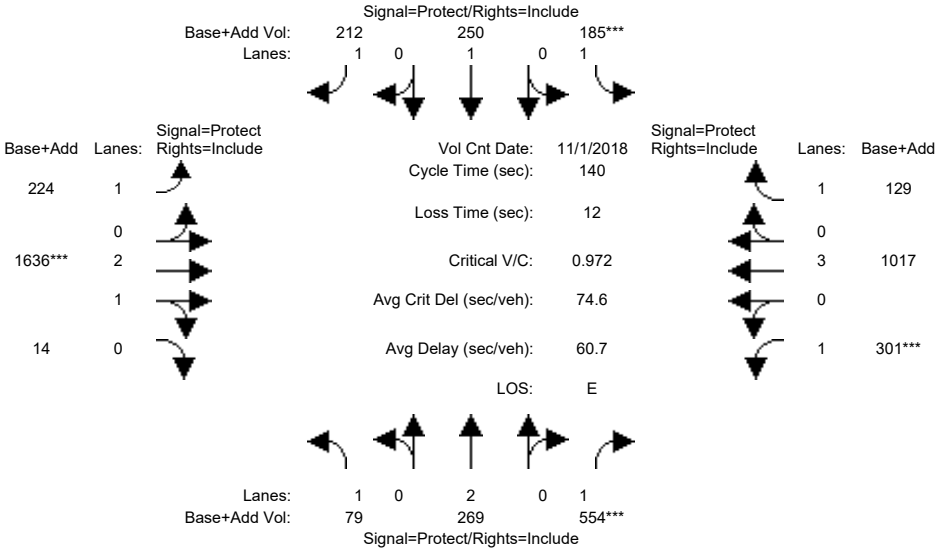
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Exsiting PM

Intersection #701: SR 237 - Abel



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module: >> Count Date: 1 Nov 2018 << 5:15 - 6:15 PM												
Base Vol:	79	269	554	185	250	212	224	1636	14	301	1017	129
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	79	269	554	185	250	212	224	1636	14	301	1017	129
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	79	269	554	185	250	212	224	1636	14	301	1017	129
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	79	269	554	185	250	212	224	1636	14	301	1017	129
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	79	269	554	185	250	212	224	1636	14	301	1017	129
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	79	269	554	185	250	212	224	1636	14	301	1017	129
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	0.98	0.95	0.92	1.00	0.92
Lanes:	1.00	2.00	1.00	1.00	1.00	1.00	1.00	2.97	0.03	1.00	3.00	1.00
Final Sat.:	1750	3800	1750	1750	1900	1750	1750	5552	48	1750	5700	1750
Capacity Analysis Module:												
Vol/Sat:	0.05	0.07	0.32	0.11	0.13	0.12	0.13	0.29	0.29	0.17	0.18	0.07
Crit Moves:			****	****				****		****		
Green/Cycle:	0.12	0.33	0.33	0.11	0.31	0.31	0.20	0.30	0.30	0.18	0.28	0.28
Volume/Cap:	0.38	0.22	0.97	0.97	0.42	0.38	0.64	0.97	0.97	0.97	0.64	0.26
Uniform Del:	56.8	34.3	46.6	62.2	37.9	37.4	51.3	48.2	48.2	57.3	44.2	39.2
IncremntDel:	1.1	0.1	30.6	57.0	0.5	0.4	3.9	15.7	15.7	43.5	0.9	0.3
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	58.0	34.4	77.2	119.1	38.3	37.9	55.2	63.9	63.9	100.7	45.1	39.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	58.0	34.4	77.2	119.1	38.3	37.9	55.2	63.9	63.9	100.7	45.1	39.5
LOS by Move:	E	C	E	F	D	D	E	E	E	F	D	D
HCM2k95thQ:	7	8	47	22	16	14	17	44	44	32	24	9

Note: Queue reported is the number of cars per lane.

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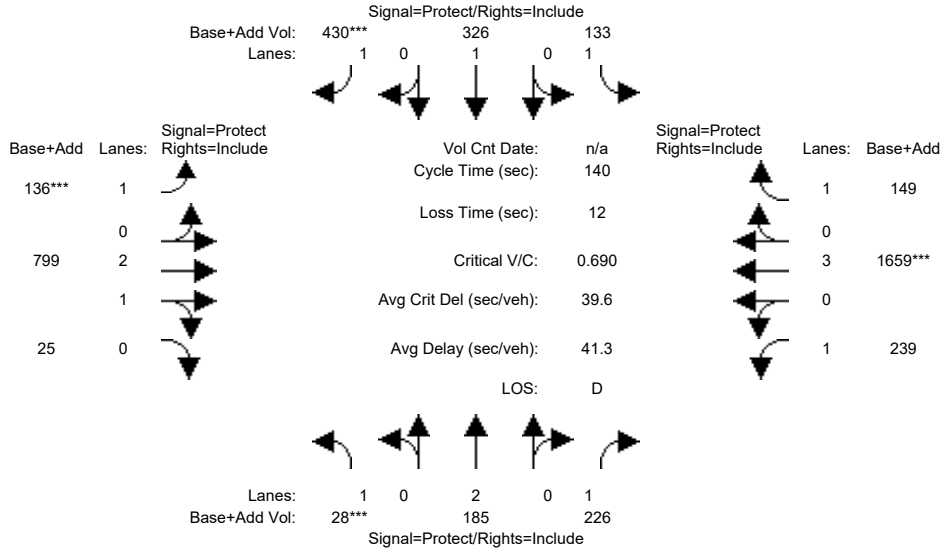
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
ExsitingProj AM

Intersection #701: SR 237 - Abel



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	28	185	226	133	326	433	134	795	25	239	1662	149
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	28	185	226	133	326	433	134	795	25	239	1662	149
Added Vol:	0	0	0	0	0	-3	2	4	0	0	-3	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	28	185	226	133	326	430	136	799	25	239	1659	149
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	28	185	226	133	326	430	136	799	25	239	1659	149
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	28	185	226	133	326	430	136	799	25	239	1659	149
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	28	185	226	133	326	430	136	799	25	239	1659	149
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	0.98	0.95	0.92	1.00	0.92
Lanes:	1.00	2.00	1.00	1.00	1.00	1.00	1.00	2.91	0.09	1.00	3.00	1.00
Final Sat.:	1750	3800	1750	1750	1900	1750	1750	5430	170	1750	5700	1750
Capacity Analysis Module:												
Vol/Sat:	0.02	0.05	0.13	0.08	0.17	0.25	0.08	0.15	0.15	0.14	0.29	0.09
Crit Moves:	****					****	****				****	
Green/Cycle:	0.05	0.25	0.25	0.15	0.35	0.35	0.11	0.27	0.27	0.25	0.41	0.41
Volume/Cap:	0.32	0.20	0.52	0.52	0.50	0.71	0.71	0.55	0.55	0.55	0.71	0.21
Uniform Del:	64.2	41.5	45.3	55.2	36.2	39.7	60.2	43.9	43.9	45.6	34.4	26.7
IncremntDel:	2.1	0.1	1.1	1.9	0.6	3.9	11.8	0.4	0.4	1.5	1.0	0.1
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	66.3	41.6	46.4	57.0	36.8	43.7	72.0	44.3	44.3	47.1	35.5	26.8
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	66.3	41.6	46.4	57.0	36.8	43.7	72.0	44.3	44.3	47.1	35.5	26.8
LOS by Move:	E	D	D	E	D	D	E	D	D	D	D	C
HCM2k95thQ:	3	6	16	12	20	31	12	18	18	18	34	9

Note: Queue reported is the number of cars per lane.

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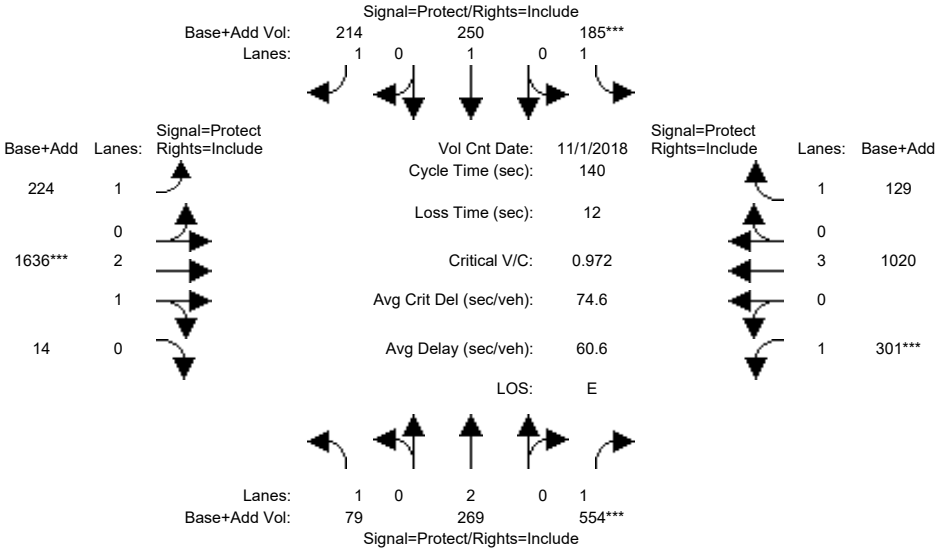
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
ExsitingProj PM

Intersection #701: SR 237 - Abel



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module: >> Count Date: 1 Nov 2018 << 5:15 - 6:15 PM												
Base Vol:	79	269	554	185	250	212	224	1636	14	301	1017	129
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	79	269	554	185	250	212	224	1636	14	301	1017	129
Added Vol:	0	0	0	0	0	2	0	0	0	0	3	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	79	269	554	185	250	214	224	1636	14	301	1020	129
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	79	269	554	185	250	214	224	1636	14	301	1020	129
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	79	269	554	185	250	214	224	1636	14	301	1020	129
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	79	269	554	185	250	214	224	1636	14	301	1020	129
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	0.98	0.95	0.92	1.00	0.92
Lanes:	1.00	2.00	1.00	1.00	1.00	1.00	1.00	2.97	0.03	1.00	3.00	1.00
Final Sat.:	1750	3800	1750	1750	1900	1750	1750	5552	48	1750	5700	1750
Capacity Analysis Module:												
Vol/Sat:	0.05	0.07	0.32	0.11	0.13	0.12	0.13	0.29	0.29	0.17	0.18	0.07
Crit Moves:			****	****				****		****		
Green/Cycle:	0.12	0.33	0.33	0.11	0.31	0.31	0.20	0.30	0.30	0.18	0.28	0.28
Volume/Cap:	0.38	0.22	0.97	0.97	0.42	0.39	0.64	0.97	0.97	0.97	0.64	0.26
Uniform Del:	56.8	34.3	46.6	62.2	37.9	37.5	51.4	48.2	48.2	57.3	44.2	39.2
IncremntDel:	1.1	0.1	30.6	57.0	0.5	0.5	3.9	15.7	15.7	43.5	0.9	0.3
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	58.0	34.4	77.2	119.1	38.3	37.9	55.3	63.9	63.9	100.7	45.1	39.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	58.0	34.4	77.2	119.1	38.3	37.9	55.3	63.9	63.9	100.7	45.1	39.5
LOS by Move:	E	C	E	F	D	D	E	E	E	F	D	D
HCM2k95thQ:	7	8	47	22	16	15	17	44	44	32	24	9

Note: Queue reported is the number of cars per lane.

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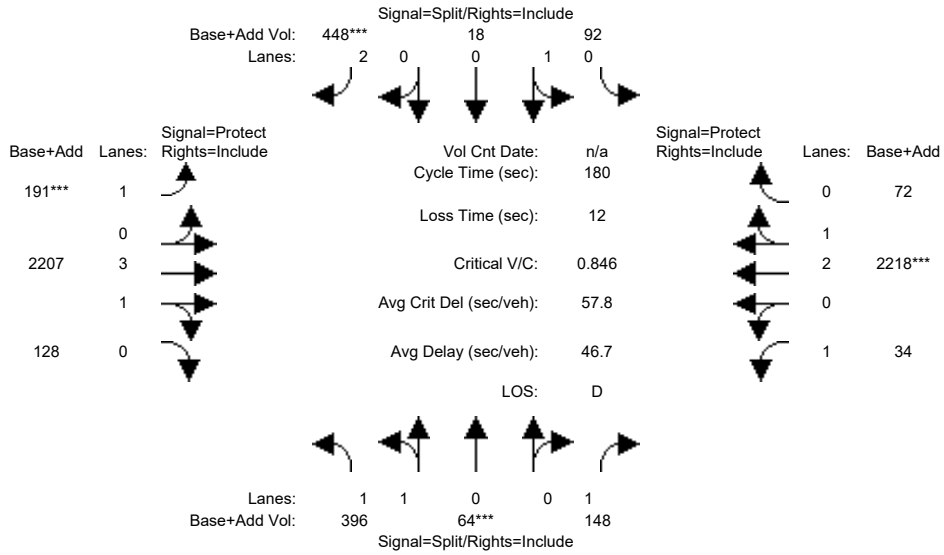
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Cumulative AM

Intersection #1: Abbott and Calaveras



Street Name:	Abbott Ave						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	396	64	148	92	18	448	191	2207	128	34	2218	72
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	396	64	148	92	18	448	191	2207	128	34	2218	72
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	396	64	148	92	18	448	191	2207	128	34	2218	72
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	396	64	148	92	18	448	191	2207	128	34	2218	72
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	396	64	148	92	18	448	191	2207	128	34	2218	72
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	396	64	148	92	18	448	191	2207	128	34	2218	72
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.95	0.95	0.83	0.92	0.99	0.95	0.92	0.98	0.95
Lanes:	1.73	0.27	1.00	0.84	0.16	2.00	1.00	3.77	0.23	1.00	2.90	0.10
Final Sat.:	3056	494	1750	1505	295	3150	1750	7088	411	1750	5424	176
Capacity Analysis Module:												
Vol/Sat:	0.13	0.13	0.08	0.06	0.06	0.14	0.11	0.31	0.31	0.02	0.41	0.41
Crit Moves:		****				****	****				****	
Green/Cycle:	0.15	0.15	0.15	0.17	0.17	0.17	0.13	0.54	0.54	0.07	0.48	0.48
Volume/Cap:	0.85	0.85	0.55	0.36	0.36	0.85	0.85	0.57	0.57	0.29	0.85	0.85
Uniform Del:	74.2	74.2	70.5	66.3	66.3	72.6	76.6	27.2	27.2	79.7	40.7	40.7
IncremntDel:	11.8	11.8	2.5	0.7	0.7	12.0	24.5	0.2	0.2	1.3	2.7	2.7
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	85.9	85.9	73.0	67.1	67.1	84.6	101.1	27.3	27.3	81.1	43.3	43.3
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	85.9	85.9	73.0	67.1	67.1	84.6	101.1	27.3	27.3	81.1	43.3	43.3
LOS by Move:	F	F	E	E	E	F	F	C	C	F	D	D
HCM2k95thQ:	27	27	16	11	11	29	24	35	35	4	59	59

Note: Queue reported is the number of cars per lane.

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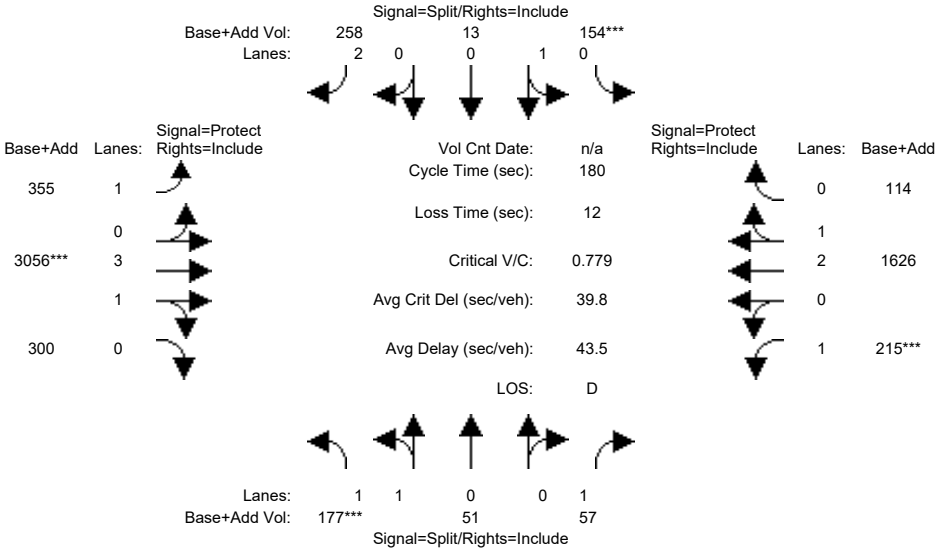
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Cumulative PM

Intersection #1: Abbott and Calaveras



Street Name:	Abbott Ave						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L - T - R			L - T - R			L - T - R			L - T - R		
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	177	51	57	154	13	258	355	3056	300	215	1626	114
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	177	51	57	154	13	258	355	3056	300	215	1626	114
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	177	51	57	154	13	258	355	3056	300	215	1626	114
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	177	51	57	154	13	258	355	3056	300	215	1626	114
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	177	51	57	154	13	258	355	3056	300	215	1626	114
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	177	51	57	154	13	258	355	3056	300	215	1626	114
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.95	0.95	0.83	0.92	0.99	0.95	0.92	0.98	0.95
Lanes:	1.56	0.44	1.00	0.92	0.08	2.00	1.00	3.63	0.37	1.00	2.80	0.20
Final Sat.:	2756	794	1750	1660	140	3150	1750	6828	670	1750	5233	367
Capacity Analysis Module:												
Vol/Sat:	0.06	0.06	0.03	0.09	0.09	0.08	0.20	0.45	0.45	0.12	0.31	0.31
Crit Moves:	****			****				****		****		
Green/Cycle:	0.08	0.08	0.08	0.12	0.12	0.12	0.29	0.57	0.57	0.16	0.44	0.44
Volume/Cap:	0.78	0.78	0.40	0.78	0.78	0.69	0.70	0.78	0.78	0.78	0.70	0.70
Uniform Del:	81.0	81.0	78.3	77.0	77.0	76.1	57.1	29.5	29.5	72.8	40.5	40.5
IncremntDel:	12.6	12.6	1.8	16.6	16.6	5.3	4.4	1.0	1.0	13.2	0.9	0.9
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	93.5	93.5	80.1	93.5	93.5	81.4	61.5	30.5	30.5	86.0	41.5	41.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	93.5	93.5	80.1	93.5	93.5	81.4	61.5	30.5	30.5	86.0	41.5	41.5
LOS by Move:	F	F	F	F	F	F	E	C	C	F	D	D
HCM2k95thQ:	16	16	7	20	20	17	33	57	57	23	42	42

Note: Queue reported is the number of cars per lane.

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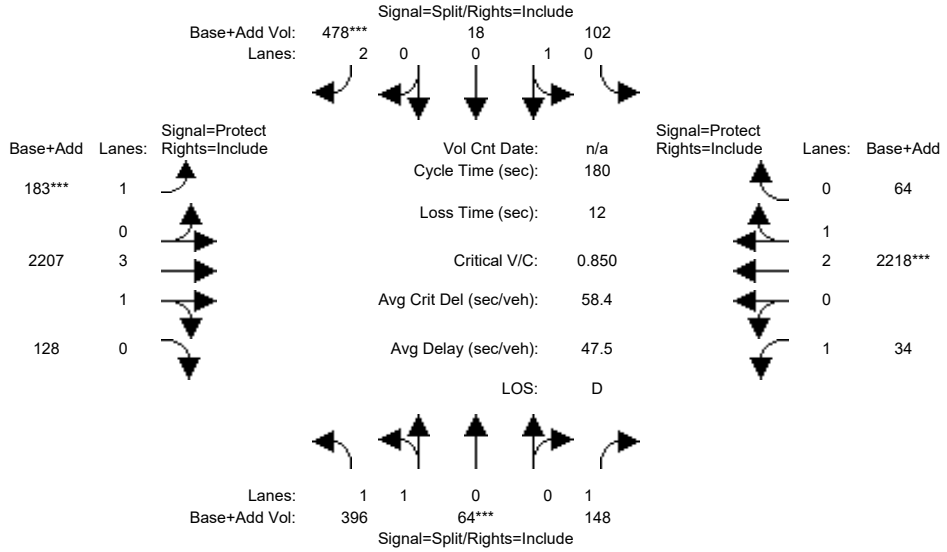
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Cumulative+Proj AM

Intersection #1: Abbott and Calaveras



Street Name:	Abbott Ave						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	396	64	148	92	18	448	191	2207	128	34	2218	72
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	396	64	148	92	18	448	191	2207	128	34	2218	72
Added Vol:	0	0	0	10	0	30	-8	0	0	0	0	-8
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	396	64	148	102	18	478	183	2207	128	34	2218	64
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	396	64	148	102	18	478	183	2207	128	34	2218	64
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	396	64	148	102	18	478	183	2207	128	34	2218	64
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	396	64	148	102	18	478	183	2207	128	34	2218	64
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.95	0.95	0.83	0.92	0.99	0.95	0.92	0.98	0.95
Lanes:	1.73	0.27	1.00	0.85	0.15	2.00	1.00	3.77	0.23	1.00	2.91	0.09
Final Sat.:	3056	494	1750	1530	270	3150	1750	7088	411	1750	5443	157
Capacity Analysis Module:												
Vol/Sat:	0.13	0.13	0.08	0.07	0.07	0.15	0.10	0.31	0.31	0.02	0.41	0.41
Crit Moves:		****				****	****				****	
Green/Cycle:	0.15	0.15	0.15	0.18	0.18	0.18	0.12	0.54	0.54	0.07	0.48	0.48
Volume/Cap:	0.85	0.85	0.55	0.37	0.37	0.85	0.85	0.58	0.58	0.29	0.85	0.85
Uniform Del:	74.3	74.3	70.6	65.1	65.1	71.6	77.3	28.2	28.2	79.9	41.2	41.2
IncremntDel:	12.1	12.1	2.6	0.7	0.7	11.8	26.0	0.2	0.2	1.4	2.8	2.8
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	86.4	86.4	73.2	65.8	65.8	83.4	103.3	28.4	28.4	81.3	43.9	43.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	86.4	86.4	73.2	65.8	65.8	83.4	103.3	28.4	28.4	81.3	43.9	43.9
LOS by Move:	F	F	E	E	E	F	F	C	C	F	D	D
HCM2k95thQ:	27	27	16	12	12	30	23	36	36	4	59	59

Note: Queue reported is the number of cars per lane.

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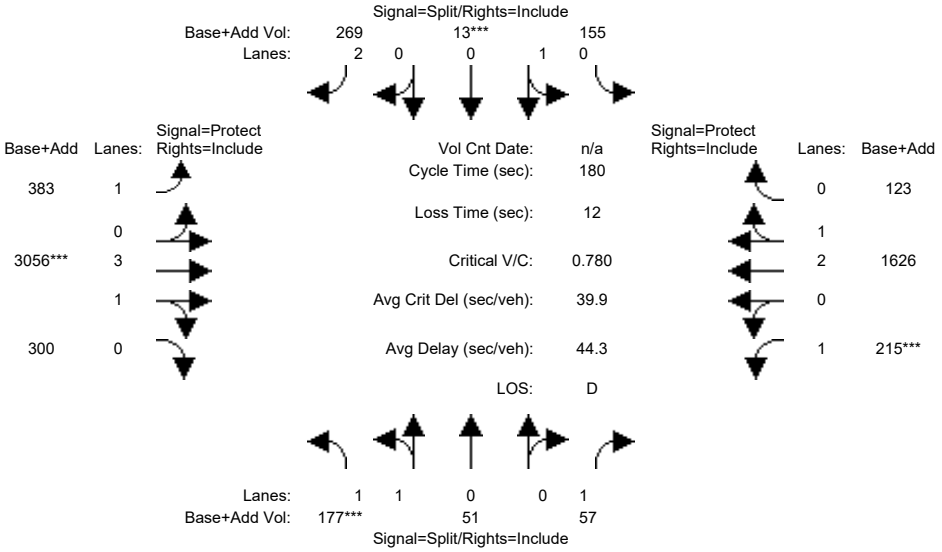
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Cumulative+Proj PM

Intersection #1: Abbott and Calaveras



Street Name:	Abbott Ave						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L - T - R			L - T - R			L - T - R			L - T - R		
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	177	51	57	154	13	258	355	3056	300	215	1626	114
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	177	51	57	154	13	258	355	3056	300	215	1626	114
Added Vol:	0	0	0	1	0	11	28	0	0	0	0	9
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	177	51	57	155	13	269	383	3056	300	215	1626	123
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	177	51	57	155	13	269	383	3056	300	215	1626	123
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	177	51	57	155	13	269	383	3056	300	215	1626	123
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	177	51	57	155	13	269	383	3056	300	215	1626	123
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.95	0.95	0.83	0.92	0.99	0.95	0.92	0.99	0.95
Lanes:	1.56	0.44	1.00	0.92	0.08	2.00	1.00	3.63	0.37	1.00	2.78	0.22
Final Sat.:	2756	794	1750	1661	139	3150	1750	6828	670	1750	5206	394
Capacity Analysis Module:												
Vol/Sat:	0.06	0.06	0.03	0.09	0.09	0.09	0.22	0.45	0.45	0.12	0.31	0.31
Crit Moves:	****				****			****			****	
Green/Cycle:	0.08	0.08	0.08	0.12	0.12	0.12	0.30	0.57	0.57	0.16	0.43	0.43
Volume/Cap:	0.78	0.78	0.40	0.78	0.78	0.71	0.73	0.78	0.78	0.78	0.73	0.73
Uniform Del:	81.0	81.0	78.3	76.9	76.9	76.3	56.2	29.6	29.6	72.8	42.5	42.5
IncremntDel:	12.6	12.6	1.8	16.5	16.5	6.3	5.0	1.0	1.0	13.3	1.1	1.1
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	93.6	93.6	80.1	93.5	93.5	82.6	61.3	30.5	30.5	86.1	43.7	43.7
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	93.6	93.6	80.1	93.5	93.5	82.6	61.3	30.5	30.5	86.1	43.7	43.7
LOS by Move:	F	F	F	F	F	F	E	C	C	F	D	D
HCM2k95thQ:	16	16	7	20	20	18	35	57	57	23	44	44

Note: Queue reported is the number of cars per lane.

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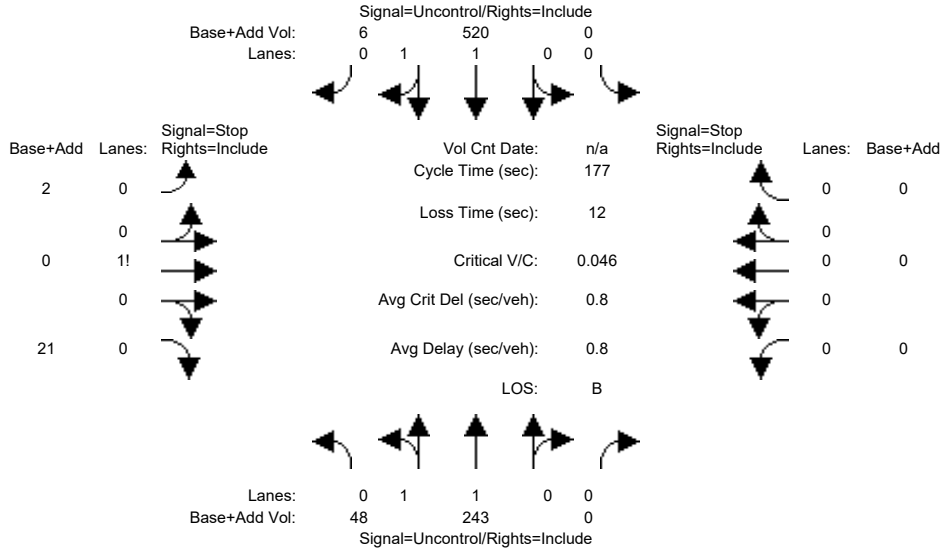
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Cumulative AM

Intersection #2: Abbott Ave & Valley Way



Street Name:	Abbott Ave						Valley Way					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Volume Module:												
Base Vol:	48	243	0	0	520	6	2	0	21	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	48	243	0	0	520	6	2	0	21	0	0	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	48	243	0	0	520	6	2	0	21	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	48	243	0	0	520	6	2	0	21	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	48	243	0	0	520	6	2	0	21	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.8	6.5	6.9	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	526	xxxx	xxxxx	xxxx	xxxx	xxxxx	741	862	263	xxxx	xxxx	xxxxx
Potent Cap.:	1051	xxxx	xxxxx	xxxx	xxxx	xxxxx	356	295	742	xxxx	xxxx	xxxxx
Move Cap.:	1051	xxxx	xxxxx	xxxx	xxxx	xxxxx	343	281	742	xxxx	xxxx	xxxxx
Volume/Cap:	0.05	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	0.00	0.03	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	8.6	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	674	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.1	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	8.6	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	10.5	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	B	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			10.5			xxxxxx		
ApproachLOS:	*			*			B			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	48	243	0	0	520	6	2	0	21	0	0	0
ApproachDel:	xxxxxx			xxxxxx			10.5			xxxxxx		

Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=23]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=840]
SUCCEED - Total volume greater than or equal to 650 for intersection with less than four approaches.

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	48	243	0	0	520	6	2	0	21	0	0	0

Major Street Volume: 817
Minor Approach Volume: 23
Minor Approach Volume Threshold: 354

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

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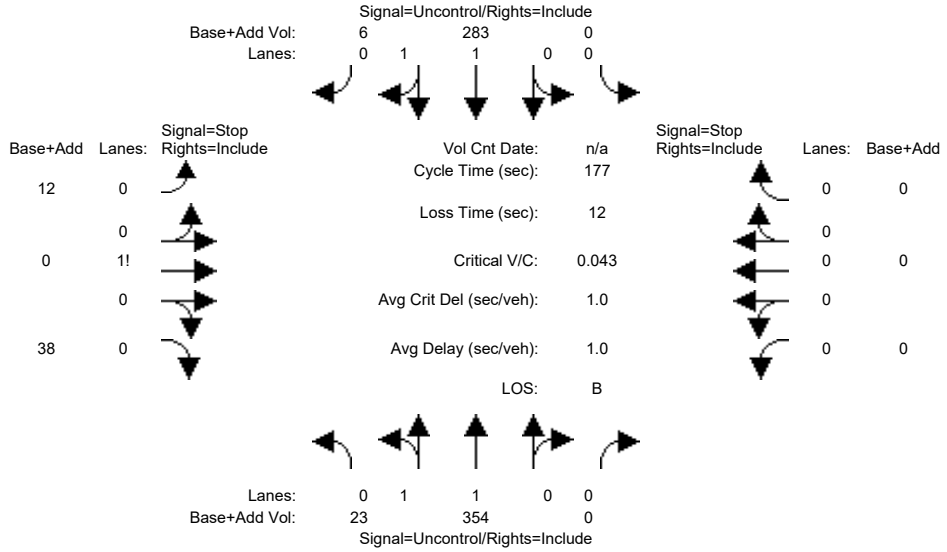
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Cumulative PM

Intersection #2: Abbott Ave & Valley Way



Street Name:	Abbott Ave						Valley Way					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	23	354	0	0	283	6	12	0	38	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	23	354	0	0	283	6	12	0	38	0	0	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	23	354	0	0	283	6	12	0	38	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	23	354	0	0	283	6	12	0	38	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	23	354	0	0	283	6	12	0	38	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.8	6.5	6.9	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	289	xxxx	xxxxx	xxxx	xxxx	xxxxx	509	686	145	xxxx	xxxx	xxxxx
Potent Cap.:	1284	xxxx	xxxxx	xxxx	xxxx	xxxxx	499	373	883	xxxx	xxxx	xxxxx
Move Cap.:	1284	xxxx	xxxxx	xxxx	xxxx	xxxxx	492	366	883	xxxx	xxxx	xxxxx
Volume/Cap:	0.02	xxxx	xxxx	xxxx	xxxx	xxxx	0.02	0.00	0.04	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	7.9	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT - LTR - RT			LT - LTR - RT			LT - LTR - RT			LT - LTR - RT		
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	741	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.2	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	7.9	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	10.2	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	B	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			10.2			xxxxxx		
ApproachLOS:	*			*			B			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	23	354	0	0	283	6	12	0	38	0	0	0
ApproachDel:	xxxxxx			xxxxxx			10.2			xxxxxx		

Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=50]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=716]
SUCCEED - Total volume greater than or equal to 650 for intersection with less than four approaches.

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

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Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	23	354	0	0	283	6	12	0	38	0	0	0

Major Street Volume: 666
Minor Approach Volume: 50
Minor Approach Volume Threshold: 425

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

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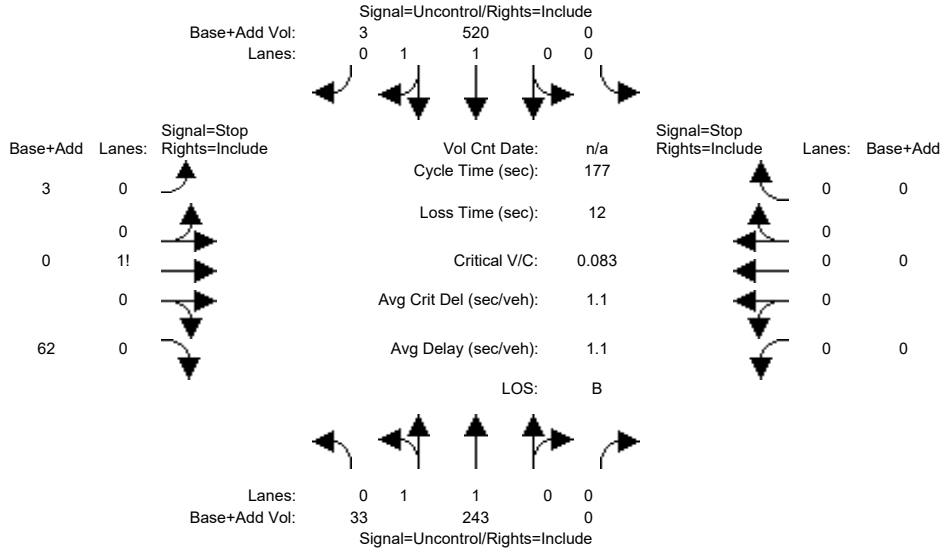
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Cumulative+Proj AM

Intersection #2: Abbott Ave & Valley Way



Street Name:	Abbott Ave						Valley Way					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Volume Module:												
Base Vol:	48	243	0	0	520	6	2	0	21	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	48	243	0	0	520	6	2	0	21	0	0	0
Added Vol:	-15	0	0	0	0	-3	1	0	41	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	33	243	0	0	520	3	3	0	62	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	33	243	0	0	520	3	3	0	62	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	33	243	0	0	520	3	3	0	62	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.8	6.5	6.9	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	523	xxxx	xxxxx	xxxx	xxxx	xxxxx	709	831	262	xxxx	xxxx	xxxxx
Potent Cap.:	1054	xxxx	xxxxx	xxxx	xxxx	xxxxx	373	308	743	xxxx	xxxx	xxxxx
Move Cap.:	1054	xxxx	xxxxx	xxxx	xxxx	xxxxx	364	298	743	xxxx	xxxx	xxxxx
Volume/Cap:	0.03	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	0.00	0.08	xxxx	xxxx	xxxx

Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	8.5	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	709	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.3	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	8.5	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	10.6	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	B	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			10.6			xxxxxx		
ApproachLOS:	*			*			B			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	33	243	0	0	520	3	3	0	62	0	0	0
ApproachDel:	xxxxxx			xxxxxx			10.6			xxxxxx		

Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.2]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=65]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=864]
SUCCEED - Total volume greater than or equal to 650 for intersection with less than four approaches.

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

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Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	33	243	0	0	520	3	3	0	62	0	0	0

Major Street Volume: 799
Minor Approach Volume: 65
Minor Approach Volume Threshold: 362

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

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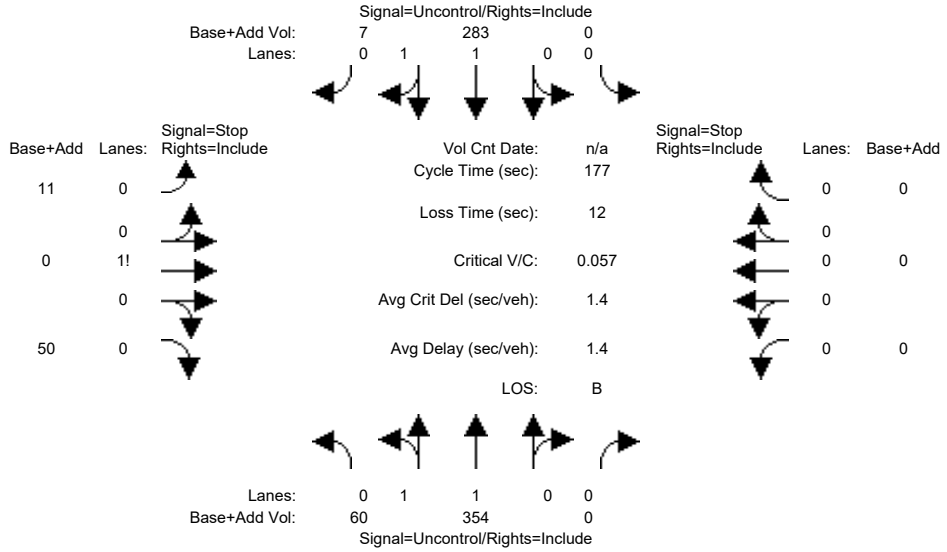
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Cumulative+Proj PM

Intersection #2: Abbott Ave & Valley Way



Street Name:	Abbott Ave						Valley Way					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	23	354	0	0	283	6	12	0	38	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	23	354	0	0	283	6	12	0	38	0	0	0
Added Vol:	37	0	0	0	0	1	-1	0	12	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	60	354	0	0	283	7	11	0	50	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	60	354	0	0	283	7	11	0	50	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	60	354	0	0	283	7	11	0	50	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.8	6.5	6.9	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	290	xxxx	xxxxx	xxxx	xxxx	xxxxx	584	761	145	xxxx	xxxx	xxxxx
Potent Cap.:	1283	xxxx	xxxxx	xxxx	xxxx	xxxxx	448	338	882	xxxx	xxxx	xxxxx
Move Cap.:	1283	xxxx	xxxxx	xxxx	xxxx	xxxxx	431	321	882	xxxx	xxxx	xxxxx
Volume/Cap:	0.05	xxxx	xxxx	xxxx	xxxx	xxxx	0.03	0.00	0.06	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	7.9	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT - LTR - RT			LT - LTR - RT			LT - LTR - RT			LT - LTR - RT		
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	742	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.3	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	7.9	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	10.3	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	B	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			10.3			xxxxxx		
ApproachLOS:	*			*			B			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	60	354	0	0	283	7	11	0	50	0	0	0
ApproachDel:	xxxxxx			xxxxxx			10.3			xxxxxx		

Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.2]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=61]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=765]
SUCCEED - Total volume greater than or equal to 650 for intersection with less than four approaches.

SIGNAL WARRANT DISCLAIMER
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Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #2 Abbott Ave & Valley Way

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	0 1	1	0 0	0 0	1	1 0	0 0	1!	0 0	0 0	0	0 0
Initial Vol:	60	354	0	0	283	7	11	0	50	0	0	0

Major Street Volume: 704
Minor Approach Volume: 61
Minor Approach Volume Threshold: 406

SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

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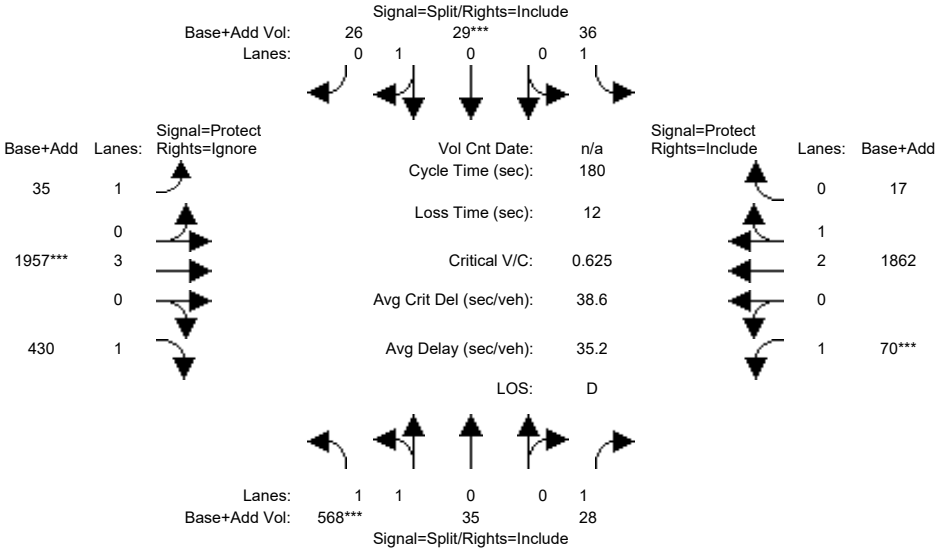
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Cumulative AM

Intersection #3: Serra and Calaveras



Street Name:	Serra Way						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	568	35	28	36	29	26	35	1957	430	70	1862	17
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	568	35	28	36	29	26	35	1957	430	70	1862	17
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	568	35	28	36	29	26	35	1957	430	70	1862	17
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Volume:	568	35	28	36	29	26	35	1957	0	70	1862	17
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	568	35	28	36	29	26	35	1957	0	70	1862	17
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
FinalVolume:	568	35	28	36	29	26	35	1957	0	70	1862	17
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.92	0.95	0.95	0.92	1.00	0.92	0.92	0.98	0.95
Lanes:	1.89	0.11	1.00	1.00	0.53	0.47	1.00	3.00	1.00	1.00	2.97	0.03
Final Sat.:	3344	206	1750	1750	949	851	1750	5700	1750	1750	5549	51
Capacity Analysis Module:												
Vol/Sat:	0.17	0.17	0.02	0.02	0.03	0.03	0.02	0.34	0.00	0.04	0.34	0.34
Crit Moves:	****				****			****		****		
Green/Cycle:	0.27	0.27	0.27	0.06	0.06	0.06	0.06	0.54	0.00	0.06	0.55	0.55
Volume/Cap:	0.63	0.63	0.06	0.37	0.55	0.55	0.32	0.63	0.00	0.63	0.62	0.62
Uniform Del:	57.8	57.8	48.8	82.0	82.8	82.8	80.6	28.4	0.0	82.2	28.0	28.0
IncremntDel:	1.4	1.4	0.1	2.4	6.4	6.4	1.7	0.4	0.0	11.1	0.4	0.4
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Delay/Veh:	59.2	59.2	48.9	84.3	89.2	89.2	82.3	28.8	0.0	93.3	28.4	28.4
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	59.2	59.2	48.9	84.3	89.2	89.2	82.3	28.8	0.0	93.3	28.4	28.4
LOS by Move:	E	E	D	F	F	F	F	C	A	F	C	C
HCM2k95thQ:	27	27	2	5	8	8	4	40	0	8	37	37

Note: Queue reported is the number of cars per lane.

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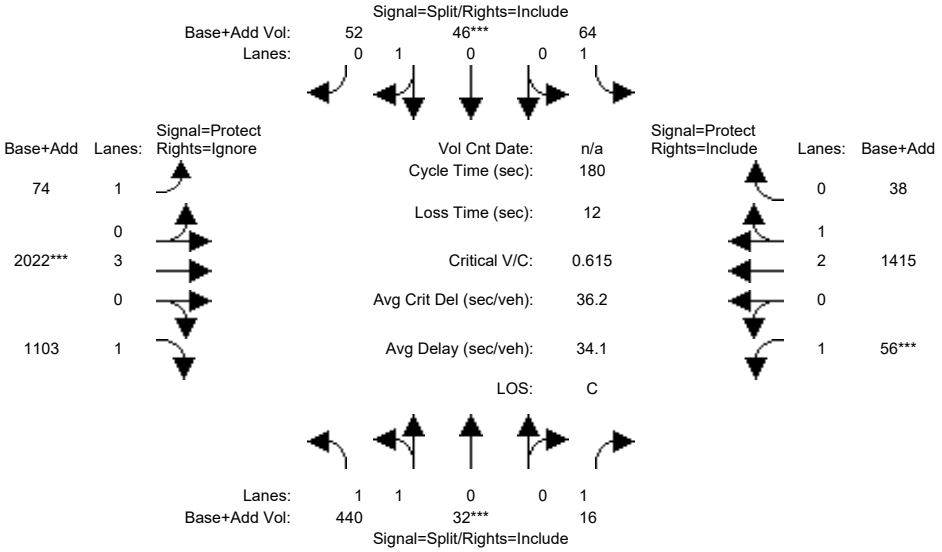
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Cumulative PM

Intersection #3: Serra and Calaveras



Street Name:	Serra Way						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L - T - R			L - T - R			L - T - R			L - T - R		
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	440	32	16	64	46	52	74	2022	1103	56	1415	38
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	440	32	16	64	46	52	74	2022	1103	56	1415	38
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	440	32	16	64	46	52	74	2022	1103	56	1415	38
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Volume:	440	32	16	64	46	52	74	2022	0	56	1415	38
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	440	32	16	64	46	52	74	2022	0	56	1415	38
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
FinalVolume:	440	32	16	64	46	52	74	2022	0	56	1415	38
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.92	0.95	0.95	0.92	1.00	0.92	0.92	0.98	0.95
Lanes:	1.87	0.13	1.00	1.00	0.47	0.53	1.00	3.00	1.00	1.00	2.92	0.08
Final Sat.:	3309	241	1750	1750	845	955	1750	5700	1750	1750	5453	146
Capacity Analysis Module:												
Vol/Sat:	0.13	0.13	0.01	0.04	0.05	0.05	0.04	0.35	0.00	0.03	0.26	0.26
Crit Moves:		****			****			****			****	
Green/Cycle:	0.22	0.22	0.22	0.09	0.09	0.09	0.09	0.58	0.00	0.05	0.54	0.54
Volume/Cap:	0.62	0.62	0.04	0.41	0.62	0.62	0.48	0.62	0.00	0.62	0.48	0.48
Uniform Del:	63.8	63.8	55.8	77.6	79.1	79.1	78.1	25.0	0.0	83.6	25.7	25.7
IncremntDel:	1.5	1.5	0.0	1.8	7.0	7.0	2.3	0.4	0.0	12.0	0.1	0.1
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Delay/Veh:	65.3	65.3	55.9	79.4	86.1	86.1	80.5	25.3	0.0	95.5	25.8	25.8
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	65.3	65.3	55.9	79.4	86.1	86.1	80.5	25.3	0.0	95.5	25.8	25.8
LOS by Move:	E	E	E	E	F	F	F	C	A	F	C	C
HCM2k95thQ:	22	22	1	8	12	12	8	38	0	6	27	27

Note: Queue reported is the number of cars per lane.

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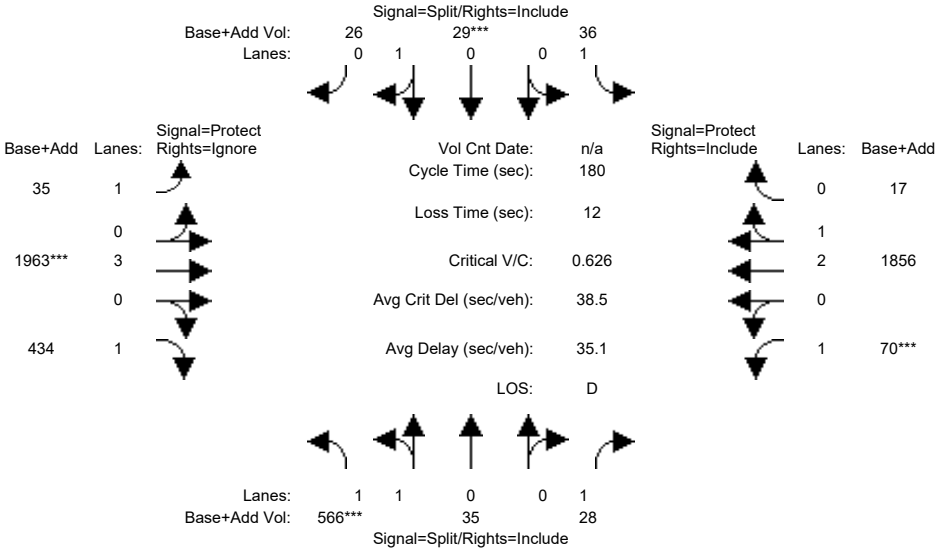
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Cumulative+Proj AM

Intersection #3: Serra and Calaveras



Street Name:	Serra Way						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	568	35	28	36	29	26	35	1957	430	70	1862	17
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	568	35	28	36	29	26	35	1957	430	70	1862	17
Added Vol:	-2	0	0	0	0	0	0	6	4	0	-6	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	566	35	28	36	29	26	35	1963	434	70	1856	17
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Volume:	566	35	28	36	29	26	35	1963	0	70	1856	17
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	566	35	28	36	29	26	35	1963	0	70	1856	17
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
FinalVolume:	566	35	28	36	29	26	35	1963	0	70	1856	17
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.92	0.95	0.95	0.92	1.00	0.92	0.92	0.98	0.95
Lanes:	1.89	0.11	1.00	1.00	0.53	0.47	1.00	3.00	1.00	1.00	2.97	0.03
Final Sat.:	3343	207	1750	1750	949	851	1750	5700	1750	1750	5549	51
Capacity Analysis Module:												
Vol/Sat:	0.17	0.17	0.02	0.02	0.03	0.03	0.02	0.34	0.00	0.04	0.33	0.33
Crit Moves:	****				****			****		****		
Green/Cycle:	0.27	0.27	0.27	0.06	0.06	0.06	0.06	0.55	0.00	0.06	0.55	0.55
Volume/Cap:	0.63	0.63	0.06	0.37	0.55	0.55	0.32	0.63	0.00	0.63	0.61	0.61
Uniform Del:	58.0	58.0	49.0	82.0	82.8	82.8	80.5	28.3	0.0	82.2	27.9	27.9
IncremntDel:	1.4	1.4	0.1	2.4	6.4	6.4	1.6	0.4	0.0	11.1	0.4	0.4
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Delay/Veh:	59.4	59.4	49.0	84.3	89.2	89.2	82.2	28.7	0.0	93.4	28.3	28.3
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	59.4	59.4	49.0	84.3	89.2	89.2	82.2	28.7	0.0	93.4	28.3	28.3
LOS by Move:	E	E	D	F	F	F	F	C	A	F	C	C
HCM2k95thQ:	27	27	2	5	8	8	4	40	0	8	37	37

Note: Queue reported is the number of cars per lane.

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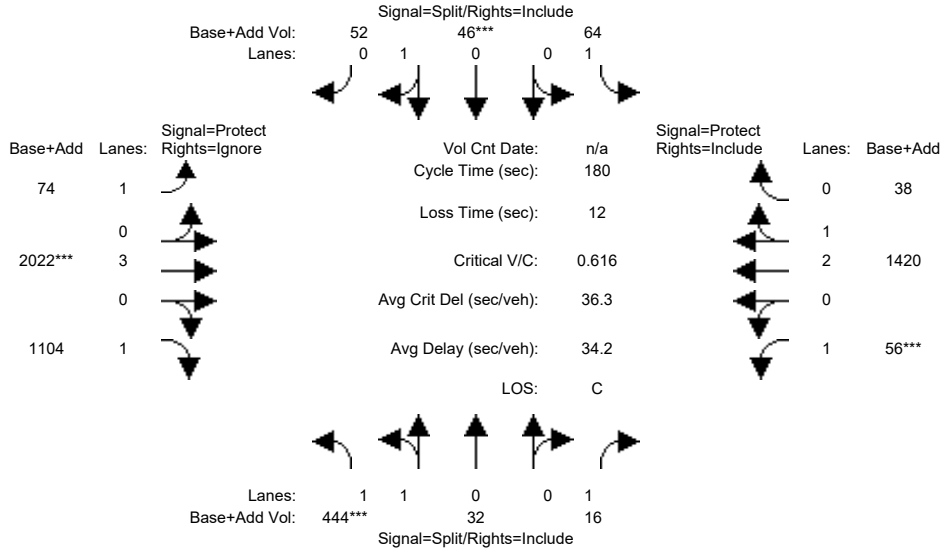
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Cumulative+Proj PM

Intersection #3: Serra and Calaveras



Street Name:	Serra Way						Calaveras Blvd					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	440	32	16	64	46	52	74	2022	1103	56	1415	38
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	440	32	16	64	46	52	74	2022	1103	56	1415	38
Added Vol:	4	0	0	0	0	0	0	0	1	0	5	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	444	32	16	64	46	52	74	2022	1104	56	1420	38
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Volume:	444	32	16	64	46	52	74	2022	0	56	1420	38
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	444	32	16	64	46	52	74	2022	0	56	1420	38
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
FinalVolume:	444	32	16	64	46	52	74	2022	0	56	1420	38
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	0.95	0.92	0.92	0.95	0.95	0.92	1.00	0.92	0.92	0.98	0.95
Lanes:	1.87	0.13	1.00	1.00	0.47	0.53	1.00	3.00	1.00	1.00	2.92	0.08
Final Sat.:	3311	239	1750	1750	845	955	1750	5700	1750	1750	5454	146
Capacity Analysis Module:												
Vol/Sat:	0.13	0.13	0.01	0.04	0.05	0.05	0.04	0.35	0.00	0.03	0.26	0.26
Crit Moves:	****				****			****		****		
Green/Cycle:	0.22	0.22	0.22	0.09	0.09	0.09	0.09	0.58	0.00	0.05	0.54	0.54
Volume/Cap:	0.62	0.62	0.04	0.41	0.62	0.62	0.48	0.62	0.00	0.62	0.48	0.48
Uniform Del:	63.6	63.6	55.6	77.6	79.1	79.1	78.2	25.1	0.0	83.6	25.8	25.8
IncremntDel:	1.5	1.5	0.0	1.8	7.1	7.1	2.4	0.4	0.0	12.1	0.1	0.1
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Delay/Veh:	65.1	65.1	55.7	79.4	86.2	86.2	80.6	25.5	0.0	95.7	25.9	25.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	65.1	65.1	55.7	79.4	86.2	86.2	80.6	25.5	0.0	95.7	25.9	25.9
LOS by Move:	E	E	E	E	F	F	F	C	A	F	C	C
HCM2k95thQ:	22	22	1	8	12	12	8	38	0	6	27	27

Note: Queue reported is the number of cars per lane.

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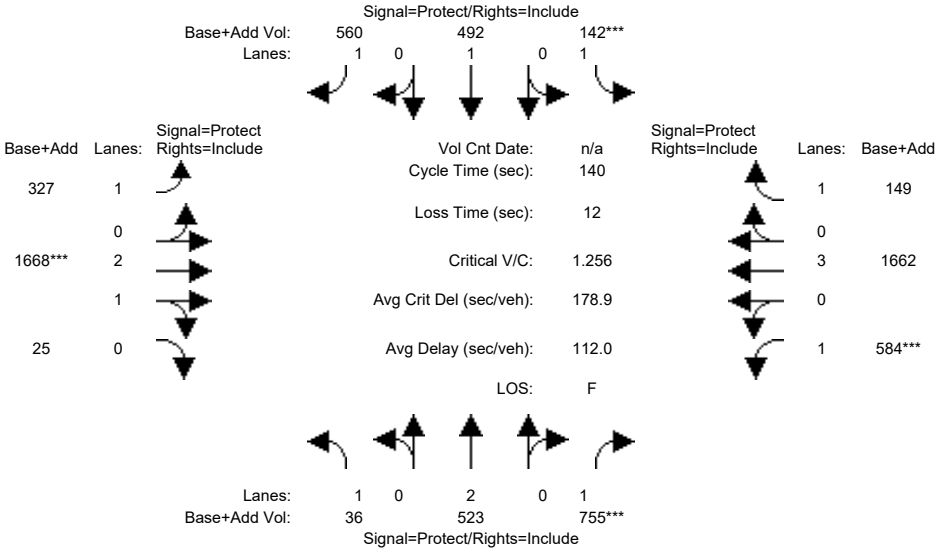
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Cumulative AM

Intersection #701: SR 237 - Abel



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	36	523	755	142	492	560	327	1668	25	584	1662	149
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	36	523	755	142	492	560	327	1668	25	584	1662	149
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	36	523	755	142	492	560	327	1668	25	584	1662	149
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	36	523	755	142	492	560	327	1668	25	584	1662	149
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	36	523	755	142	492	560	327	1668	25	584	1662	149
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	36	523	755	142	492	560	327	1668	25	584	1662	149
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	0.98	0.95	0.92	1.00	0.92
Lanes:	1.00	2.00	1.00	1.00	1.00	1.00	1.00	2.95	0.05	1.00	3.00	1.00
Final Sat.:	1750	3800	1750	1750	1900	1750	1750	5517	83	1750	5700	1750
Capacity Analysis Module:												
Vol/Sat:	0.02	0.14	0.43	0.08	0.26	0.32	0.19	0.30	0.30	0.33	0.29	0.09
Crit Moves:			****	****				****		****		
Green/Cycle:	0.06	0.34	0.34	0.06	0.35	0.35	0.20	0.24	0.24	0.27	0.31	0.31
Volume/Cap:	0.37	0.40	1.26	1.26	0.73	0.91	0.94	1.26	1.26	1.26	0.94	0.28
Uniform Del:	63.8	35.0	46.0	65.5	39.6	43.1	55.4	53.2	53.2	51.4	47.2	36.6
IncremntDel:	2.4	0.2	128.5	168.7	4.2	17.1	34.2	122	121.5	131.9	11.1	0.3
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	66.2	35.2	174.5	234.2	43.8	60.3	89.6	175	174.7	183.3	58.3	36.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	66.2	35.2	174.5	234.2	43.8	60.3	89.6	175	174.7	183.3	58.3	36.9
LOS by Move:	E	D	F	F	D	E	F	F	F	F	E	D
HCM2k95thQ:	3	15	85	23	33	46	29	61	61	69	45	10

Note: Queue reported is the number of cars per lane.

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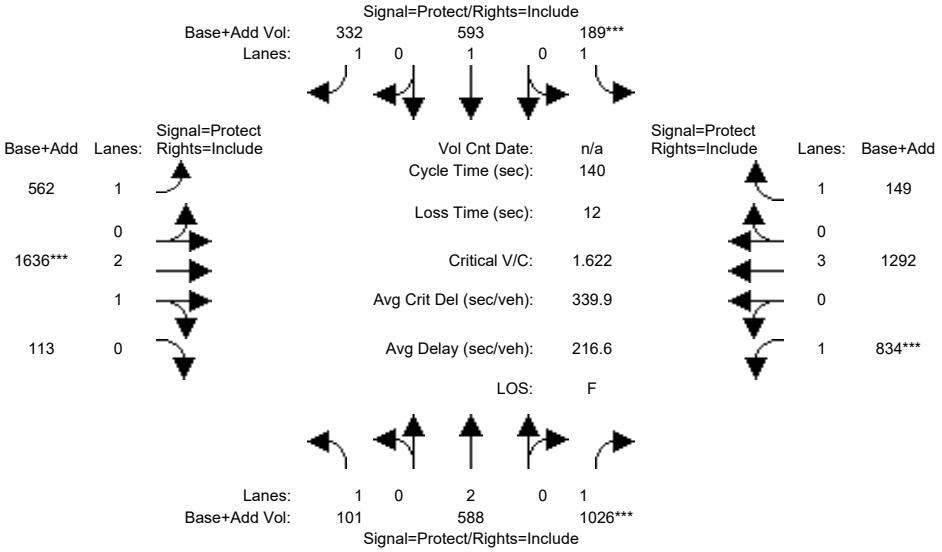
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Cumulative PM

Intersection #701: SR 237 - Abel



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	101	588	1026	189	593	332	562	1636	113	834	1292	149
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	101	588	1026	189	593	332	562	1636	113	834	1292	149
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	101	588	1026	189	593	332	562	1636	113	834	1292	149
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	101	588	1026	189	593	332	562	1636	113	834	1292	149
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	101	588	1026	189	593	332	562	1636	113	834	1292	149
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	101	588	1026	189	593	332	562	1636	113	834	1292	149
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	0.98	0.95	0.92	1.00	0.92
Lanes:	1.00	2.00	1.00	1.00	1.00	1.00	1.00	2.80	0.20	1.00	3.00	1.00
Final Sat.:	1750	3800	1750	1750	1900	1750	1750	5238	362	1750	5700	1750
Capacity Analysis Module:												
Vol/Sat:	0.06	0.15	0.59	0.11	0.31	0.19	0.32	0.31	0.31	0.48	0.23	0.09
Crit Moves:			****	****				****		****		
Green/Cycle:	0.07	0.36	0.36	0.07	0.36	0.36	0.29	0.19	0.19	0.29	0.20	0.20
Volume/Cap:	0.86	0.43	1.62	1.62	0.86	0.53	1.13	1.62	1.62	1.62	1.13	0.42
Uniform Del:	64.7	33.8	44.7	65.3	41.5	35.3	50.0	56.5	56.5	49.4	55.9	48.8
IncremntDel:	44.4	0.2	287.2	315.7	11.1	0.8	79.8	284	284.3	288.9	68.5	0.8
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	109.1	34.0	332.0	381.1	52.6	36.1	129.9	341	340.8	338.3	124	49.6
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	109.1	34.0	332.0	381.1	52.6	36.1	129.9	341	340.8	338.3	124	49.6
LOS by Move:	F	C	F	F	D	D	F	F	F	F	F	D
HCM2k95thQ:	10	17	148	34	43	22	56	80	80	122	45	12

Note: Queue reported is the number of cars per lane.

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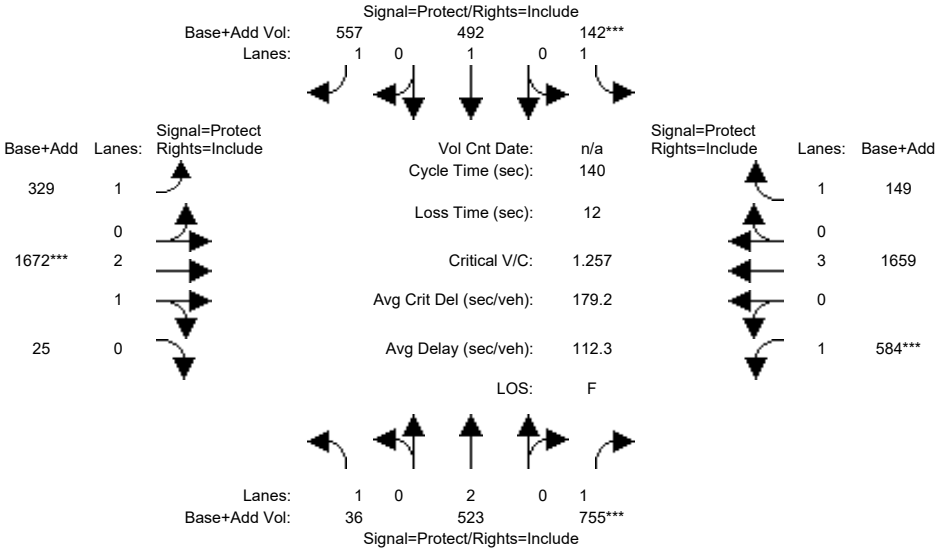
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Cumulative+Proj AM

Intersection #701: SR 237 - Abel



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	36	523	755	142	492	560	327	1668	25	584	1662	149
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	36	523	755	142	492	560	327	1668	25	584	1662	149
Added Vol:	0	0	0	0	0	-3	2	4	0	0	-3	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	36	523	755	142	492	557	329	1672	25	584	1659	149
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	36	523	755	142	492	557	329	1672	25	584	1659	149
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	36	523	755	142	492	557	329	1672	25	584	1659	149
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	36	523	755	142	492	557	329	1672	25	584	1659	149
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	0.98	0.95	0.92	1.00	0.92
Lanes:	1.00	2.00	1.00	1.00	1.00	1.00	1.00	2.95	0.05	1.00	3.00	1.00
Final Sat.:	1750	3800	1750	1750	1900	1750	1750	5517	82	1750	5700	1750
Capacity Analysis Module:												
Vol/Sat:	0.02	0.14	0.43	0.08	0.26	0.32	0.19	0.30	0.30	0.33	0.29	0.09
Crit Moves:			****	****				****		****		
Green/Cycle:	0.06	0.34	0.34	0.06	0.35	0.35	0.20	0.24	0.24	0.27	0.31	0.31
Volume/Cap:	0.37	0.40	1.26	1.26	0.73	0.90	0.95	1.26	1.26	1.26	0.95	0.28
Uniform Del:	63.8	35.0	46.0	65.5	39.6	43.1	55.3	53.1	53.1	51.4	47.3	36.7
IncremntDel:	2.4	0.2	128.8	169.0	4.2	16.7	34.3	122	121.9	132.3	11.2	0.3
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	66.2	35.2	174.8	234.5	43.9	59.7	89.6	175	175.0	183.7	58.5	36.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	66.2	35.2	174.8	234.5	43.9	59.7	89.6	175	175.0	183.7	58.5	36.9
LOS by Move:	E	D	F	F	D	E	F	F	F	F	E	D
HCM2k95thQ:	3	15	85	23	33	45	29	61	61	69	45	10

Note: Queue reported is the number of cars per lane.

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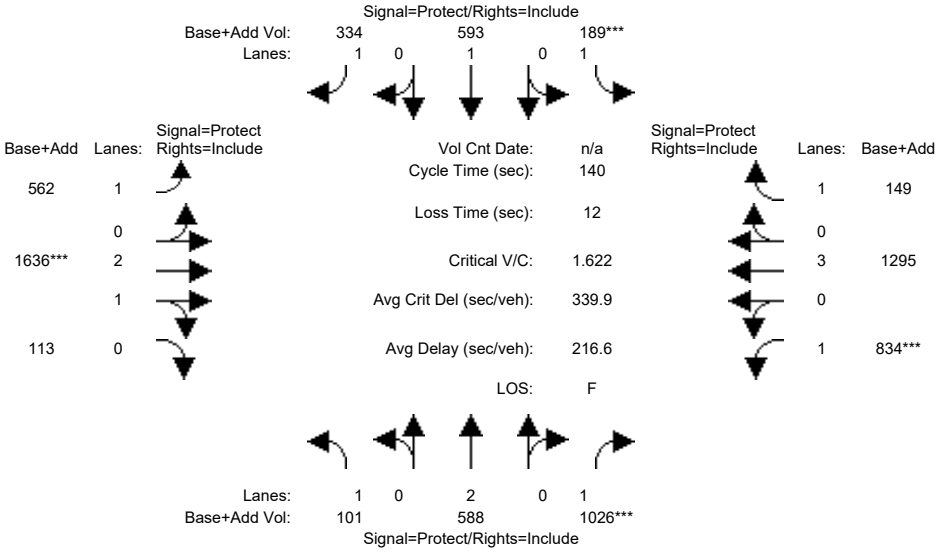
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Cumulative+Proj PM

Intersection #701: SR 237 - Abel



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	101	588	1026	189	593	332	562	1636	113	834	1292	149
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	101	588	1026	189	593	332	562	1636	113	834	1292	149
Added Vol:	0	0	0	0	0	2	0	0	0	0	3	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	101	588	1026	189	593	334	562	1636	113	834	1295	149
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	101	588	1026	189	593	334	562	1636	113	834	1295	149
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	101	588	1026	189	593	334	562	1636	113	834	1295	149
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	101	588	1026	189	593	334	562	1636	113	834	1295	149
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	0.98	0.95	0.92	1.00	0.92
Lanes:	1.00	2.00	1.00	1.00	1.00	1.00	1.00	2.80	0.20	1.00	3.00	1.00
Final Sat.:	1750	3800	1750	1750	1900	1750	1750	5238	362	1750	5700	1750
Capacity Analysis Module:												
Vol/Sat:	0.06	0.15	0.59	0.11	0.31	0.19	0.32	0.31	0.31	0.48	0.23	0.09
Crit Moves:			****	****				****		****		
Green/Cycle:	0.07	0.36	0.36	0.07	0.36	0.36	0.28	0.19	0.19	0.29	0.20	0.20
Volume/Cap:	0.86	0.43	1.62	1.62	0.86	0.53	1.13	1.62	1.62	1.62	1.13	0.42
Uniform Del:	64.7	33.8	44.7	65.3	41.5	35.3	50.1	56.5	56.5	49.4	55.9	48.8
IncremntDel:	44.4	0.2	287.2	315.7	11.1	0.8	80.2	284	284.3	288.9	68.9	0.8
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	109.1	34.0	332.0	381.1	52.6	36.1	130.3	341	340.8	338.3	125	49.6
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	109.1	34.0	332.0	381.1	52.6	36.1	130.3	341	340.8	338.3	125	49.6
LOS by Move:	F	C	F	F	D	D	F	F	F	F	F	D
HCM2k95thQ:	10	17	148	34	43	22	56	80	80	122	45	12

Note: Queue reported is the number of cars per lane.

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Appendix D
Signal Warrant

TRAFFIC SIGNAL WARRANTS WORKSHEET

EH date: 9/26/25

Major Street: Abbott Ave — Critical Approach Speed* (mph) 25
Minor Street: Valley Way — Critical Approach Speed* (mph) 25
*Posted Speed.

Critical speed of major street traffic > 50 mph (64 km/h)..... ☐
In built up area of isolated community of < 10,000 population..... ☐
☑ **Urban (U)**

Rural (R)

AM PEAK PERIOD

Warrant 3 - Peak Hour

The need for a traffic control signal should be considered if an engineering study finds that the criteria in either of the following two categories (Parts A and B) are met:

PART A

(All parts 1, 2, and 3 below must be satisfied)

	AM PEAK PERIOD					
	Existing	Ex+Project	Cumulative No Project	Cumulative		
Minor Street Approach Direction w/ Highest Delay	EB	EB	EB	EB		
Highest Minor Street Average Delay (sec/veh)	10.5	10.6	10.5	10.6		
Corresponding Minor Street Approach Volume (veh/hr)	23	65	23	65		
Minor Street Total Delay (veh-hrs)	0.1	0.2	0.1	0.2		
Total Entering Volume (veh/hr)	800	824	840	864		
1. The total delay experienced for traffic on one minor street approach controlled by a STOP sign equals or exceeds 4 vehicle-hours for a 1-lane approach and 5 vehicle-hours for a 2-lane approach; AND	No	No	No	No		
2. The volume on the same minor street approach equals or exceeds 100 vph for 1 moving lane of traffic or 150 vph for 2 moving lanes; AND	No	No	No	No		
3. The total entering volume serviced during the hour equals or exceeds 800 vph for intersections with 4 or more approaches or 650 vph for intersections with 3 approaches.	Yes	Yes	Yes	Yes		
Signal Warranted based on Part A?	**No**	**No**	**No**	**No**		

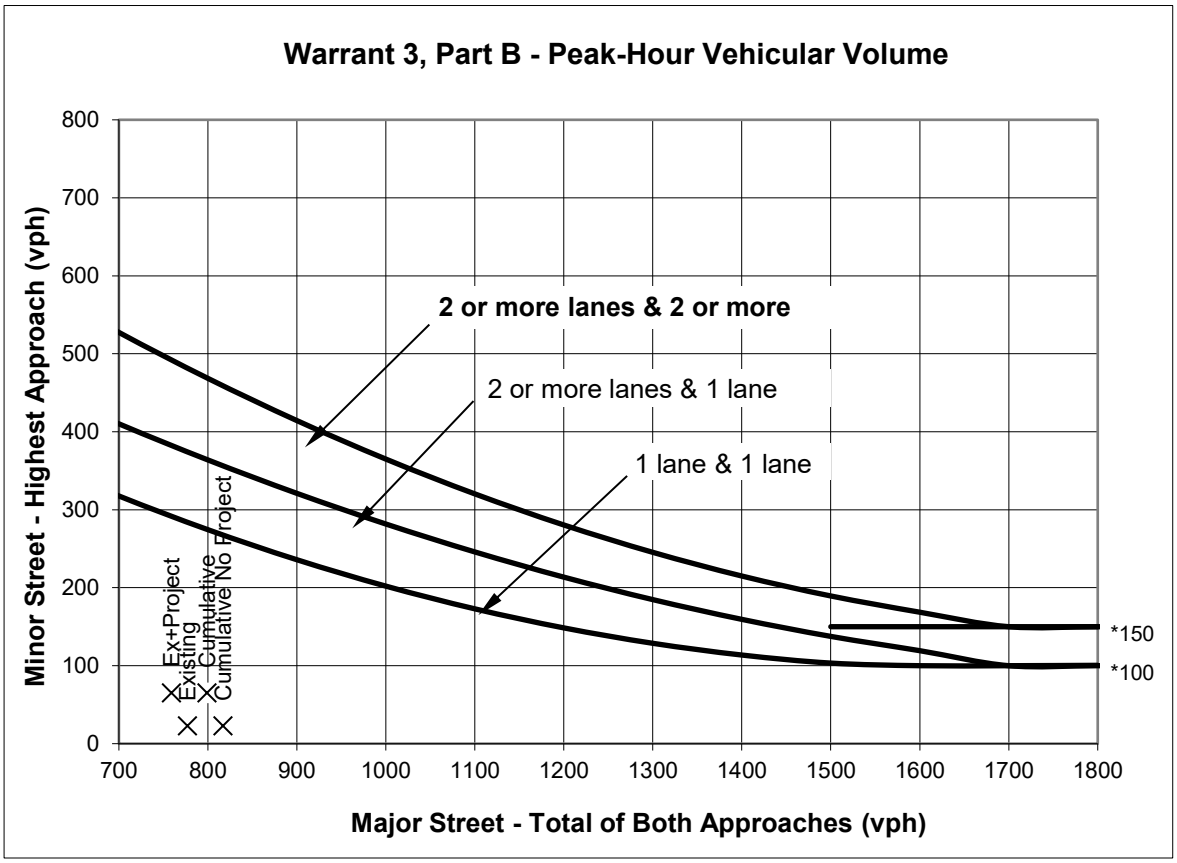
PART B

		Approach Lanes		AM PEAK PERIOD					
		One	2 or More	Existing	Ex+Project	Cumulative No Project	Cumulative		
Major Street - Both Approaches	Abbott Ave		X	777	759	817	799		
Minor Street - Highest Approach	Valley Way	X		23	65	23	65		
Signal Warranted based on Part B?				**No**	**No**	**No**	**No**		

The Warrant is satisfied if the plotted point for vehicles per hour on the major street (both approaches) and the corresponding per hour higher vehicle volume minor street approach (one direction only) for one hour (any four consecutive 15-minute periods) fall above the applicable curves in California MUTCD Figure 4C-3 or 4C-4.

Source: California Manual on Uniform Traffic Control Devices for Streets and Highways (FHWA's MUTCD 2009 Edition, as amended for use in California).

Abbott Ave & Valley Way **AM PEAK PERIOD**



Source: Figure 4C-3 *California Manual on Uniform Traffic Control Devices for Streets and Highways (FHWA's MUTCD 2009 Edition, as amended for use in California)* .

* Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

Warrant 3, Part B - Peak-Hour Vehicular Volume

		Approach Lanes		AM PEAK PERIOD					
		One	2 or More	Existing	Ex+Project	Cumulative No Project	Cumulative		
Major Street - Both Approaches	Abbott Ave		X	777	759	817	799		
Minor Street - Highest Approach	Valley Way	X		23	65	23	65		
Signal Warranted Based on Part B - Peak-Hour Volumes?				**No**	**No**	**No**	**No**		

*Warrant is satisfied if plotted points fall above the appropriate curve in graph above.

File: 600 Valley Way - Abbott & Valley - 9-26-25
Tab: Warrant 3, Part B-Graph (AM)

TRAFFIC SIGNAL WARRANTS WORKSHEET

EH date: 9/26/25

Major Street: Abbott Ave — Critical Approach Speed* (mph) 25
Minor Street: Valley Way — Critical Approach Speed* (mph) 25
*Posted Speed.

Critical speed of major street traffic > 50 mph (64 km/h)..... ☐
In built up area of isolated community of < 10,000 population..... ☐
Rural (R)
☑ **Urban (U)**

PM PEAK HOUR

Warrant 3 - Peak Hour
The need for a traffic control signal should be considered if an engineering study finds that the criteria in either of the following two categories (Parts A and B) are met:

PART A
(All parts 1, 2, and 3 below must be satisfied)

	PM PEAK HOUR					
	Existing	Ex+Project	Cumulative No Project	Cumulative		
Minor Street Approach Direction w/ Highest Delay	EB	EB	EB	EB		
Highest Minor Street Average Delay (sec/veh)	10.1	10.2	10.2	10.3		
Corresponding Minor Street Approach Volume (veh/hr)	50	61	50	61		
Minor Street Total Delay (veh-hrs)	0.1	0.2	0.1	0.2		
Total Entering Volume (veh/hr)	698	747	716	765		
1. The total delay experienced for traffic on one minor street approach controlled by a STOP sign equals or exceeds 4 vehicle-hours for a 1-lane approach and 5 vehicle-hours for a 2-lane approach; AND	No	No	No	No		
2. The volume on the same minor street approach equals or exceeds 100 vph for 1 moving lane of traffic or 150 vph for 2 moving lanes; AND	No	No	No	No		
3. The total entering volume serviced during the hour equals or exceeds 800 vph for intersections with 4 or more approaches or 650 vph for intersections with 3 approaches.	Yes	Yes	Yes	Yes		
Signal Warranted based on Part A?	**No**	**No**	**No**	**No**		

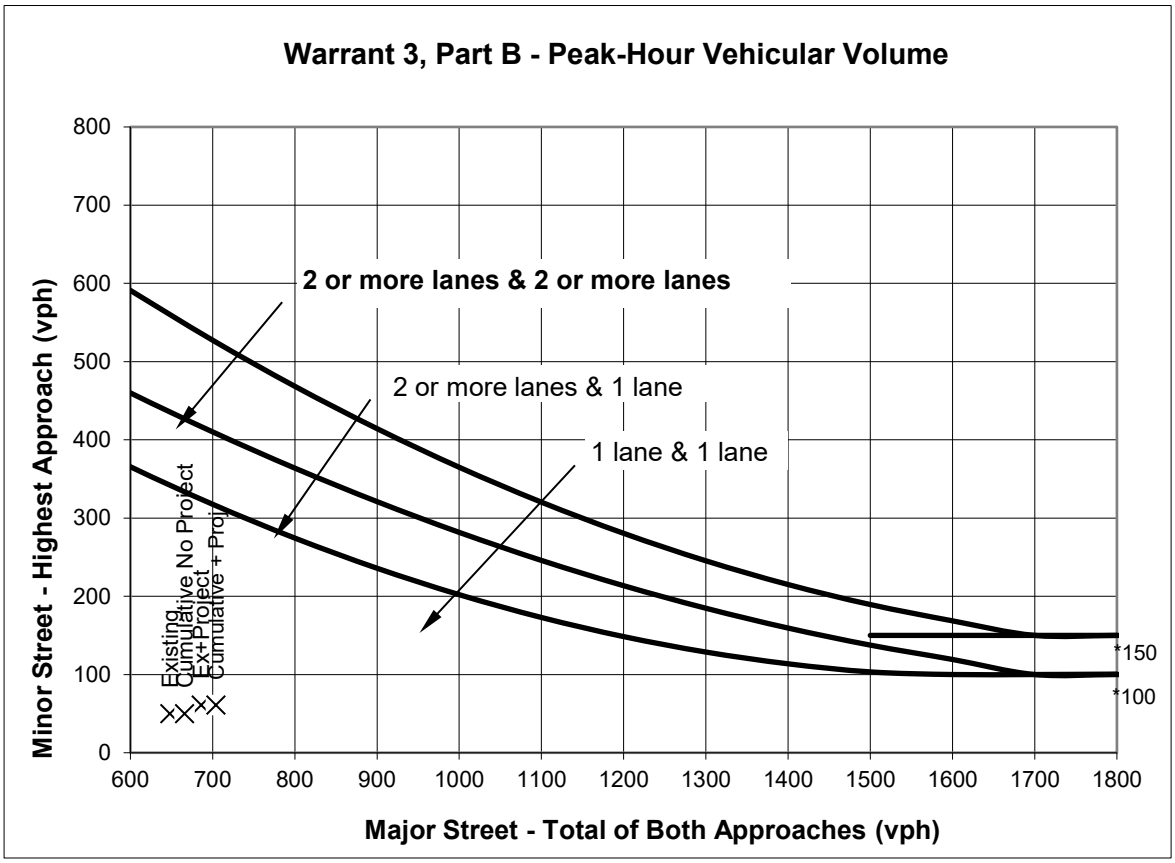
PART B

		Approach Lanes		PM PEAK HOUR					
		One	2 or More	Existing	Ex+Project	Cumulative No Project	Cumulative		
Major Street - Both Approaches	Abbott Ave		X	648	686	666	704		
Minor Street - Highest Approach	Valley Way	X		50	61	50	61		
Signal Warranted based on Part B?				**No**	**No**	**No**	**No**		

The Warrant is satisfied if the plotted point for vehicles per hour on the major street (both approaches) and the corresponding per hour higher vehicle volume minor street approach (one direction only) for one hour (any four consecutive 15-minute periods) fall above the applicable curves in California MUTCD Figure 4C-3 or 4C-4.

Source: California Manual on Uniform Traffic Control Devices for Streets and Highways (FHWA's MUTCD 2009 Edition, as amended for use in California).

Abbott Ave & Valley Way **PM PEAK HOUR**



Source: Figure 4C-3 *California Manual on Uniform Traffic Control Devices for Streets and Highways (FHWA's MUTCD 2009 Edition, as amended for use in California)* .

* Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

Warrant 3, Part B - Peak-Hour Vehicular Volume

		Approach Lanes		PM PEAK HOUR					
		One	2 or More	Existing	Ex+Project	Cumulative No Project	Cumulative		
Major Street - Both Approaches	Abbott Ave		X	648	686	666	704		
Minor Street - Highest Approach	Valley Way	X		50	61	50	61		
Signal Warranted Based on Part B - Peak-Hour Volumes?				**No**	**No**	**No**	**No**		

*Warrant is satisfied if plotted points fall above the appropriate curve in graph above.

File: 600 Valley Way - Abbott & Valley - 9-26-25
Tab: Warrant 3, Part B-Graph (PM)

Docusign Envelope ID: 6A2A7F25-25C1-878F-83D0-8C9680E64D32

RESOLUTION NO. 26-009

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS APPROVING AND RECOMMENDING THE CITY COUNCIL APPROVE SITE DEVELOPMENT PERMIT NO. SD24-0005, VESTING TENTATIVE MAP NO. TM24-0002, DENSITY BONUS PERMIT NO. DB24-0001, AND ENVIRONMENTAL ASSESSMENT NO. EA24-0003 FOR THE SOBRATO TOWNHOME PROJECT WITH 134 CONDOMINIUM UNITS AND A ONE-STORY CLUBHOUSE AMENITY BUILDING, WITH 268 PRIVATE GARAGE VEHICLE PARKING STALLS, 60 UNCOVERED SURFACE LEVEL GUEST PARKING STALLS, LANDSCAPING, AND ASSOCIATED SITE IMPROVEMENTS ON A 7.22-ACRE SITE LOCATED WITHIN THE GATEWAY-MIXED USE (GW-MU) ZONING DISTRICT IN THE MILPITAS GATEWAY-MAIN STREET SPECIFIC PLAN (MGSP) AREA AT 600 VALLEY WAY (APNs 222-80-022, -024, -025), AND MAKING FINDINGS OF CEQA EXEMPTION

WHEREAS, the City of Milpitas, California (the "City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, California Government Code Section 65300 et seq. requires each city to prepare and adopt, and amend as necessary, a comprehensive, long-term general plan for the physical development of the county or city; and

WHEREAS, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules, and regulations by cities as a means of implementing the General Plan; and

WHEREAS, California Government Code Sections 65450-65457 authorize cities to prepare specific plans to systematically implement the General Plan, specify the required contents of specific plans, allow specific plans to be adopted by resolution or ordinance and amended as often as deemed necessary by the legislative body, and requires specific plans to be consistent with the General Plan; and

WHEREAS, on October 28, 2025, the Milpitas City Council adopted Resolution No. 9452 to approve Specific Plan Amendment No. SP20-0002 to adopt the Milpitas Gateway-Main Street Specific Plan (MGSP) (formerly known as the Midtown Specific Plan), approved a Zoning Map and Text Amendment No. ZA25-0002 and introduced Ordinance No. 38.859 to amend the Zoning Ordinance and Zoning Map to establish new Specific Plan boundaries, zoning districts, and zoning regulations, adopted Resolution No. 9453 to adopt General Plan Amendment GP25-0002 to amend the Land Use Element Map; and certified the Subsequent Environmental Impact Report (EIR) to the Milpitas 2040 General Plan EIR for the Milpitas Gateway-Main Street Specific Plan (State Clearinghouse "SCH" No. 2024070432) in accordance with the California Environmental Quality Act ("CEQA"); and

WHEREAS, on November 18, 2025, the Milpitas City Council adopted Ordinance No 38.859 amending the Milpitas Municipal Code (MMC) Title XIII, Part B, Chapters B.22 and B.214 to establish the Gateway-Main Street Specific Plan Zoning Districts and Regulations, and amending the zoning map of the City to establish the updated specific plan boundaries; and

WHEREAS, on January 7, 2026, The Sobrato Organization (the "Applicant") submitted a complete pre-application and paid the required pre-application fee for a multi-family residential development that includes 134 condominium townhome units with a one-story clubhouse building at 600 Valley Way, pursuant to California Senate Bill SB 330 (SB 330) to the City; and

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WHEREAS, on March 20, 2026, the Applicant submittal a formal application pursuant to SB 330 to the City for the entitlements necessary to allow the development of a multi-family residential project contemplated within the aforementioned pre-application. The Project is a 134-unit townhome condominium subdivision with one clubhouse amenity building, comprised of 24 multi-family buildings up to 38-feet in height (three stories) (up to a maximum height of 45-feet to the top of the highest architectural element) with a one-story, 2,182-square foot clubhouse, 268 vehicle parking spaces, 60 outdoor surface level guest parking stalls, landscaping, and associated site improvements on a 7.22-acre site located at 600 Valley Way (APNs 222-80-022, -024, -025) in the Milpitas Gateway-Main Street Specific Plan (MGSP) area (the "Project"). The Project requires approval of the following entitlements:

1. Site Development Permit No. SD24-0005: To allow the development of 24 multi-family buildings, up to three stories in height, with up to 134 residential units and a one-story clubhouse amenity building with landscaping and associated site improvements on the 7.22-acre site; and

2. Vesting Tentative Map No. MT24-0002: To combine three lots into one lot, establish 134 residential condominium spaces, related common areas, and associated easements; and

3. Density Bonus Permit No. DB24-0001: To ensure the Project is compliant with State Density Bonus law and regulations.

WHEREAS, the Applicant separately applied for Tree Removal Permit No. TR24-0018 issued by the Public Works Department to remove 115 ordinance-sized trees and replace with 341 new trees on the same site, with replacement trees to be commensurate with the size of the tree being removed as determined by the Planning Director or his or her designee per MMC X-2-4.02; and

WHEREAS, the Planning Department completed Environmental Assessment No. EA24-0003 for the Project in accordance with the CEQA, and recommends that the Planning Commission determine this Project is exempt from further environmental review pursuant to CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan), provided that the Project results in none of the conditions described in CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations), as evaluated within a Project-specific CEQA Environmental Checklist prepared for the 600 Valley Way Residential Development Project (the "Environmental Checklist,"), a true and correct copy of which is attached hereto and incorporated herein, as **Exhibit 2 to the Resolution. Exhibit 3 to the Resolution** includes the Project-specific CEQA Environmental Checklist and supporting technical studies), which demonstrates the Project would result in none of the conditions in CEQA Guidelines Section 15162; and

WHEREAS, the Planning Department recommends the Planning Commission find that this Project is consistent with the goals, policies, and regulations of the California Density Bonus Law (Government Code sections 65915 *et seq*.), Milpitas 2040 General Plan, MGSP, and Milpitas Zoning Ordinance, including specifically as provided in MMC Section XIII-C.12 (Density Bonus for Affordable Housing Developments), which permits waivers and concessions to development standards, as analyzed and documented in the staff report; and

WHEREAS, the Planning Commission is an advisory body to the City Council pursuant to MMC Section XIII-D.2.040(B)(3) 10-64.03 (Multiple Applications), where, as here, due to the application for a Tentative Map pursuant to MMC Section XI-1-4.03 and a density bonus pursuant to MMC Section XIII-C.12, the City Council is the highest review authority for the Project and, accordingly, all review by other bodies with approval authority over the application shall be in the form of a recommendation to the City Council; and

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WHEREAS, on May 27, 2026, the Planning Commission held a duly-noticed public hearing, during which meeting the Planning Commission considered the CEQA exemption findings as well as Site Development Permit No. SD24-0005, Vesting Tentative Map No. MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003 for the 600 Valley Way Project, heard a presentation from staff, and had the opportunity to hear from members of the public and closed the public hearing on the item; and

WHEREAS, the Planning Commission hereby adopts the conformity analysis in the Project-specific CEQA Environmental Checklist prepared for the 600 Valley Way Residential Development Project attached as **Exhibit 2 to the Resolution** and further finds and determines that its actions are consistent with CEQA and recommends the City Council similarly find and determine that the Project is exempt from further CEQA review pursuant to CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan) and CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations); and

WHEREAS, the Planning Commission makes and accepts its own findings as set forth below in the Recitals; and

WHEREAS, the documents and other materials which constitute the record of proceedings upon which the Planning Commission bases its recommendation and the findings contained within this Resolution are available and may be reviewed at Milpitas City Hall, located at 455 E. Calaveras Boulevard, Milpitas, California 95035; and

WHEREAS, the findings and conclusions made by the Planning Commission pursuant to this Resolution are based upon the oral and written evidence presented before it as a whole.

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 all published staff reports, oral and written testimony by staff, the Planning Commission, and the public, and all other relevant 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. California Environmental Quality Act (CEQA)

The City conducted an environmental assessment (in the form of a Project-specific named as the 600 Valley Way Residential Development Project Environmental Checklist, dated March 2026) for the proposed Project 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 (Projects Pursuant to a Specific Plan). The City certified a Subsequent Environmental Impact Report (SEIR) for the MGSP on October 28, 2025 (State Clearinghouse No. 2024070432). The SEIR provides an assessment of the reasonably foreseeable and potentially significant adverse environmental effects of the MGSP that may occur beyond what was evaluated in the City of Milpitas 2040 General Plan EIR. The SEIR for the MGSP was prepared at the program "first-tier" level of environmental review consistent with the requirements of the California Environmental Quality Act (CEQA) (CEQA Guidelines Sections 15152 (Tiering) and 15168 (Program EIR)) for the overall MGSP area.

According to Section 15182 of the CEQA Guidelines, certain residential, commercial and mixed-use projects that are consistent with a specific plan adopted pursuant to Title 7, Division 1, Chapter 3, Article 8 of the Government Code are exempt from CEQA. Section 15182(c) of the CEQA Guidelines states that a residential project

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undertaken pursuant to and in conformity to a specific plan that included certification of an EIR are exempt from CEQA unless one of the conditions described in CEQA Guidelines Section 15162 occur as a result of the project. The Project-specific Environmental Checklist, attached hereto as Exhibit 2 and its supporting technical studies attached hereto as Exhibit 3, provides supporting information that none of the events outlined in CEQA Guidelines Section 15162 have occurred, that the Project is consistent with Section 15182 and the MGSP SEIR, and is therefore exempt from further environmental analysis under the provisions of CEQA.

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*):

The Planning Commission makes the following findings based on the evidence in the administrative record in support of Site Development Permit No. SD24-0005:

1a. The proposed project is consistent with the Zoning Ordinance.

The proposed Project is generally consistent with the Milpitas Zoning Ordinance per MMC XIII-B.14, Gateway-Main St. Specific Plan Area as demonstrated in Table 4 of the staff report. The proposed Project meets its applicable section of the Gateway Mixed-Use (GW-MU) zoning district purpose statement as described in MMC XIII-B.14.010(D) as "… transitioning to a neighborhood-oriented residential focus to the north…" as it will be located in the northwest corner of the Gateway District MGSP boundary, and will be accessible off of Valley Way from S. Abbott Avenue and Calaveras Boulevard.

The Project also conforms to MMC Section XIII-C.12 (Density Bonus for Affordable Housing Developments). Where exceptions to the GW-MU standards are needed including to the MGSP ODS, Citywide ODS, and Zoning Ordinance, the Applicant has requested 11 waivers and one (1) concession under the State Density Bonus Law (Gov. Code §§ 65915 *et seq*.). The requested waivers and concession exception will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard and the financial feasibility of constructing the Project. Furthermore, the Project site was identified as a Rezone Site in the City's 2023-2031 Housing Element cycle and thus was envisioned for housing.

Furthermore, the proposed Project complies with MMC XIII-C.2.030(A) Affordable Housing, as the Applicant will comply with the City's affordable housing requirements pursuant to MMC XII-1 (Affordable Housing Ordinance) by dedicating 20 out of the 134 proposed townhome condominium units for moderate-income families, meeting the minimum 15% requirement pursuant to the City's AHO. The Office of Housing reviewed the proposed Project and has conditionally approved the Project, and will coordinate further with the Applicant during the building permit phase, including the executing the affordable housing agreement, collection of the partial fractional affordable in-lieu fee, and reaffirming the distribution of affordable units on the site.

1b. The proposed use and project are consistent with the goals and policies of the General Plan:

The proposed Project's use as a multi-family residential development within the Milpitas Gateway-Main Street Specific Plan (MGSP) is consistent with the goals and policies of the City's General Plan 2040. The General Plan 2040 description of MGSP notes that "a variety of uses are allowed in this designation, including entertainment, retail, commercial, residential, civic, cultural, office, and high-density mixed use residential in a compact, walkable, and unique centralized setting." The residential Project fits this description and new residents in the immediate area will be able to walk or use other multimodal modes to access nearby adjacent commercial, retail, entertainment, and other related uses as there are several multi-tenant commercial plazas in the vicinity.

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In addition, as shown in Table 2 of the staff report, the Project complies with General Plan policies LU 1-4, LU 2-1, LU 5-1, and LU 5-3. The Project will provide 134 new condominium townhome units, 20 of which will be affordable units at moderate-income and 14 of which will be ADA accessible, thereby contributing to the existing housing mix in the surrounding area. The Project is also consistent with the MGSP goals and policies, is compatible in scale and design with the existing neighborhood, will be well-integrated with adjacent developments, and will improve vehicular and pedestrian connectivity in the surrounding area.

1c. The project will not be detrimental to public health, safety, and general welfare:

As part of the City's standard development review process, projects such as this scale for a new multi-family residential development are routed to several City Departments including but not limited to the Planning Department, Police Department, Office of Building, Fire Prevention, and the Engineering Division within the Department of Public Works. Each Department reviews the proposed Project for conformance to applicable adopted codes, regulations, and other requirements under their respective purview to try and identify any major public health, safety, and general welfare concerns. The Applicant must address and revise the proposed Project's plans and/or other materials as part of the application until such issue is corrected to no longer be detrimental to public health, safety, and general welfare. Furthermore, the Project-specific CEQA Environmental Checklist did not identify any detrimental public health, safety, or general welfare concerns.

1d. The proposed project is in compliance with the provisions of California Environmental Quality Act (CEQA):

As a Lead Agency, the City has determined the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182 and created Environmental Assessment No. EA24-0003 to verify consistency with CEQA. CEQA Guidelines Section 15182 states that projects in conformity with a specific plan that has a certified Environmental Impact Report (EIR) are exempt from CEQA, provided the project results in none of the conditions described in CEQA Guidelines Section 15162. The City prepared an Environmental Checklist for the Project to evaluate its consistency with the Gateway-Main Street Specific Plan Subsequent Environmental Impact Report (State Clearinghouse No. 2024070432), which demonstrates the Project would result in none of the conditions in CEQA Guidelines Section 15162. The Project-specific Environmental Checklist and the supporting technical reports are included as Attachments B and C to the staff report.

2a. The proposed use and project are consistent with the goals and policies of any Specific Plan, if applicable:

The MGSP also was initiated in 2021 and anticipated that the Project site would be analyzed as part of the future Gateway District of the MGSP. The Project site was annexed into the MGSP boundaries with a rezone and general plan amendment to allow for residential uses in late October 2025 as the former General Commercial zoning and land use designation does not allow for any residential development. The proposed Project meets the GW-MU density requirements at 19 dwelling units/acre where the range requires 18-65 dwelling units/acre. The Project would reaffirm the Gateway-Main Street Specific Plan Guiding Principle and the Gateway District Vision per MGSP Section 2.5. The Project will also improve the mobility network as desired by the MGSP and complete the vision in MGSP Figure 3-6 by connecting a new greenway, perimeter alleyways, and proper setbacks from the freeway side and meets the daylight plane and height requirements in consideration of the existing single-family residences to the north. With approval of the Applicant's SDBL requests for 10 waivers and one concession, the Project will be consistent with the MGSP.

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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:

As the Applicant invoked SB 330 and the SDBL, the Applicant team was still required to provide documentation to the City on the proposed Project's compliance with not only the MGSP ODS but the Citywide ODS in separate checklists, and also must identify a consolidated list of SDBL requests for waivers and concessions for streamlining considerations. The Applicant provided all the aforementioned requested documents and for the Citywide ODS, was required to explain how any such proposed design elements in the Project were meeting the intent of such objective standard. The proposed Project generally meets the intent of several adopted objective design standards including having building entries front publicly accessible pathways, include varying rooflines and façade articulation details, 2-inch recessed windows and Juliet awnings along the building's frontages, a consistent contemporary Spanish style theme throughout the site, use of native, drought tolerant plant species as recommended in the MGSP and ODS, meets the daylight plane and complies with transitions to single-family residential neighborhoods per MGSP Sec. 4.1.3.A and meets the minimum setback distance requirements of being adjacent to a freeway per MGSP Sec. 4.1.3.B. Additionally, the Project will meet the utility and rooftop / at grade screening requirements, proposes to use operable vinyl windows for bird safety and glazing, and utilize high quality materials such as steel garage doors in a wood like finish and accent tiles and trims. With approval of the Applicant's SDBL requests for 10 waivers and one concession, the Project will be consistent with the Citywide and MGSP ODS.

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 and was similarly described in the Site Development Permit Finding 2b.

SECTION 4. Vesting Tentative Map Findings (MMC Section XI-1-20.01)

The Planning Commission makes the following findings based on the evidence in the public record in support of Vesting Tentative Map No. MT24-0002:

1. *The tentative subdivision map is consistent with the General Plan.*

The General Plan designation for the Project site references the Milpitas Gateway-Main Street Specific Plan (MGSP). The MGSP sets for the types, locations, and intensities of land uses to be accommodated within the MGSP area, with its purpose to create an economically-viable main street type development that serves as a cultural hub of the City, and supports a variety of uses including entertainment, retail, commercial, residential, civic, cultural, office, and high-density mixed use residential in a compact, walkable, and unique centralized setting. The General Plan defers to the MGSP document for all development standards including density ranges. The MGSP identified the Project site to be in the Gateway District and is zoned Gateway-Mixed Use (GW-MU). The intent of this designation is to provide a compatible mix of land uses with residential density proposals at a range of 18-65 dwelling units/acre. As this Project proposes 19 dwelling units/acre, it is consistent with both the intended land use of the General Plan and the MGSP and the relevant density requirement. In addition, the City's 2023-2031 Housing Element identified the Project site as a Rezone Site. As such, the Project site has been incorporated into projections for affordable housing opportunities. The tentative subdivision map is necessary for the proposed multi-family residential Project, and would allow three lots to combine into

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one lot to establish the condominium areas, common areas, and easements to facilitate a new compact, walkable development with several on- and off-site public improvements that have been conditionally approved under the purview of the City's Public Works Land Development Division to improve the City's infrastructure and mobility network with modern standards on the Project site which has not been improved since the 1970s.

Furthermore, as shown in Tables 2 and 3 in the staff report, the Project complies with General Plan policies LU 1-4, LU 2-1, LU 5-1, LU 5-3, and the MGSP's Guiding Principle and MGSP Section 2.5: Gateway District Vision. Therefore, the vesting tentative map is consistent with the goals and policies of the General Plan.

2. *None of the conditions identified in California Government Code Section 66474 exist, to wit:*

   A. *That the proposed map is not consistent with applicable general and specific plans as specified in Government Code Section 65451.*

      As outlined above, the Project site includes the development of 134 residential condominium units and one clubhouse amenity building at a density of 19 dwelling units per acre (du/acre) and within the MGSP. The General Plan, MGSP designations, and the GW-MU zoning district permits residential development at intensities of 18 to 65 du/acre. Therefore, the proposed Project's density is consistent with the required density range as designated in the MGSP. The City's Public Works Land Development Division reviewed the proposed map with the Planning Department and worked with the Applicant's civil engineer team from Kier+Wright on necessary revisions to the proposed map before issuing a conditional approval letter to allow the Project to proceed with public hearings for the tentative map. Therefore, the proposed map is consistent with the General Plan and MGSP.

   B. *That 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 and MGSP in that it would allow for multifamily residential development with associated public improvements, which are consistent with the applicable General Plan and MGSP goals and policies as described in Tentative Map Finding 1 and identified in Tables 2 and 3 of the staff report, except for minor exceptions to design standards the Applicant has requested and is allowed pursuant to State Density Bonus Law. The Project site is located within the Gateway District of the MGSP, which includes a vision for higher-intensity development, oriented along Calaveras Boulevard, to attract and support the needs of travelers along the corridor, while offering a neighborhood-scale residential and mixed-use north Calaveras Boulevard with complete streets improvements planned along this right-of-way. The Vesting Tentative Map would allow for development that is compatible with a new residential community north of Calaveras Boulevard and would complete the MGSP's vision for the Gateway District including MGSP Figure 3-6, Gateway District Regulating Plan, and will include a new internal circulation network with a new greenway connection, improvements to the onsite and off-site sidewalks to support complete streets in the MGSP, and will be required to pay associated fees for the Calaveras Boulevard Widening Traffic Impact Fee as contributions for the future right-of-way improvements.

   C. *That the site is not physically suitable for the type of development.*

      The Project site is surrounded by properties designated for mixed-use development under the City's General Plan and zoned for this type of development under the MGSP and GW-MU zoning

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district. The proposed Project will be an infill development that has already been developed since the 1970s with a mix of five industrial/office buildings, surface parking lots, and associated infrastructure with all tenants vacated before the end of 2025, and would demolish all existing structures and add 134 condominium units and a clubhouse amenity building. In addition, the site is suitable for the proposed townhome development based on the location and physical attributes of the site and is surrounded by other types of development including retail and commercial plazas. The site is located in an urban context suitable for multifamily development and is generally flat and approximately 7.22 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 infill development and is approximately 7.22 acres in size, which is sufficient to accommodate the proposed density of development. The Vesting Tentative Map includes the necessary infrastructure improvements including utilities built up to modern code standards to adequately serve a multifamily residential development at the proposed density.

E. *That 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 in within a heavily urbanized area and was previously developed with five multi-tenant office buildings, surface parking lots, and infrastructure and is surrounded by a mixture of other commercial and residential development. A Project-specific CEQA environmental checklist was also prepared, which confirmed that the proposed Project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

F. *That the design of the subdivision or type of improvements is likely to cause serious public health problems.*

The Project, including the proposed 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 Building, Planning, Housing, Fire, Engineering, Traffic, Utilities, and Solid Waste Departments to review for such design issues and the Applicant must address all Department comments sufficiently prior to allowing the Project to be considered for public hearings to consider approval of the subdivision and improvements. 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, including a new dedicated 10-foot Public Utility Easement along the Project's frontage along Valley Way as required per MMC X-I-8.06, Granting of Easements. Additional public improvements include utility services such as water, wastewater, storm drain, gas, electrical, and telecommunications. The Project site will also have include modern stormwater improvements pursuant to requirements of the Santa Clara Valley Urban Runoff Pollution Prevention Program and as codified per MMC XI-16-1, Stormwater and Urban Runoff Pollution Control. Pavement restoration including a minimum 2-inch grind and overlay will be provided along the Valley Way frontage up to the Abbott Avenue intersection and new sidewalks along the Valley Way cul-de-sac and infilling missing segments of the sidewalk built to the City's Engineering Standard Details with matching curbs and gutters to aid in the MGSP's vision for complete streets. Other required public

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improvements are detailed in the Engineering Department's "Specific Improvements" section of the conditions of approval and include new street tree wells, installation of radio-transmitting water meters with built-in antennas, and a lighting analysis on the existing streetlight conditions along Valley Way and on S. Abbott Avenue between Valley Way and W. Calaveras Boulevard to determine if any upgrades or new lighting improvements are necessary during the building permit review phase.

G. *That 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 the City's Engineering Department 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. The Project will comply with MMC X-I-8.06, Granting of Easements, and include a new dedicated 10-ft. Public Utility Easement (PUE) from the Valley Way cul-de-sac. The property contains an existing 8-inch Public Water Main and associated 15-ft. Waterline Easement running through the middle of the site between the two connections to Valley Way. The water main will be abandoned and capped in place, and the associated easement will be vacated. The Project will provide a new 10-inch water line that runs through proposed Alley 1 in a looped system that will reroute and connect the existing water line along Valley Way. The proposed public water lines will be installed within the new private streets/PUE.

The existing PG&E overhead powerline easement will remain along the westerly boundary line and will not require the Applicant to underground the existing overhead transmission lines. The private streets will be covered by proposed typical 26' wide emergency vehicle access easements and typical 34' wide public service & utility easements. Additional private easement needs may be identified in further stages of design and will be recorded through separate instruments. All existing easements on-site are to be quitclaimed or vacated, unless noted otherwise. Covenants, Conditions & Restrictions (CC&R's) will be prepared to facilitate and manage the operations, maintenance and related functions of the common areas. Therefore, the proposed subdivision and relevant improvements will not conflict with easements or access to the property.

SECTION 5. Density Bonus Permit (MMC Section XIII-C.12)

The Planning Commission makes the following findings based on the evidence in the public record in support of Density Bonus Permit No. DB24-0001:

1. *The maximum allowable base density specified in the General Plan, including any other permitted increases to density.*

The proposed Project includes 134 townhome condominiums on a 7.22-acre lot, equaling a residential density of approximately 19 dwelling units per acre (du/ac), which meets the minimum density of 18 du/acre in the GW-MU zoning district with a maximum density of 65 du/acre in this zoning district. Therefore, the Project is within the density range as specified in the General Plan and MGSP, and will not exceed the maximum allowable base density including any other permitted increases to density.

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.*

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The Applicant has allocated a total of 20 units as affordable units reserved for moderate-income households. In order to meet the City's Affordable Housing Ordinance (AHO) requirements, the affordable units will be distributed across the Project site. The three (3) unit types and distribution of the 20 affordable units are listed below. All units will be three-stories in height and include private balconies and a 2-car garage. The affordable unit locations have been identified and approved by the Office of Housing as meeting the intent of the AHO, and will reaffirm compliance with the distribution and placement of each unit during the building permit phase. and must be developed with the same specifications and appliances as the standard, market-rate units. Additionally, pursuant to XII-1-3.00 and as detailed in the Affordable Housing Ordinance section of the staff report, the Applicant will be conditioned to complete an in-lieu Housing Affordable fee for the fractional 0.1 unit resulting from the City's AHO 15 percent calculation.

- Eight (8) Affordable Units: Unit Type 1 (3 bedroom/1,326-square feet habitable space)
- Eight (8) Affordable Units: Unit Type 2 (3 bedroom/1,710-square feet habitable space)
- Four (4) Affordable Units: Unit Type 3 (4 bedroom/2,013-square feet habitable space)

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 Attorney prior to the release of 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.*

   This standard is not applicable to the Project, as the Project is allocating 20 of the 134 townhome condominium units for sale at the moderate-income affordability levels. However, if the Applicant or a different Permittee may want to change the affordable levels to low- or very low-income, this standard shall apply: 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 continued affordability for moderate-income households. The agreement shall be approved by the Milpitas City Attorney 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.*

   This standard is not applicable to the Project, as the Project is allocating 20 of the 134 townhome condominium units for sale at the moderate-income affordability levels. However, if the Applicant or a different Permittee may want to change the affordable levels to low- or very low-income, this standard shall apply: 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

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Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements, including continued affordability for moderate-income households. The agreement shall be approved by the Milpitas City Attorney prior to recordation.

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 10 waivers and one concession pursuant to State Density Bonus Law.

SECTION 6: Housing Element. While the Project with its proposed 134 units would result in fewer units to be built on the Project site than the potential maximum site capacity anticipated in the Housing Element Sites Inventory (202 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. The Milpitas 2023-2031 Housing Element identified a total capacity of 9,397 units, which exceeds Milpitas' RHNA obligation of 6,713 units by 2,684 units. Although the Project would result in the loss of 68 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 each income category. Moreover, any reduction of units was appropriately considered during the City's approval of the Gateway-Main Street Specific Plan, the City at that time made all required findings for the adoption of the applicable zoning, including those findings required by the No Net Loss Law, and no further findings are required at this time. Those findings and analysis are incorporated herein by this reference.

SECTION 7: The Planning Commission of the City of Milpitas hereby adopts Resolution No. 26-009 recommending to the City Council approval of Site Development Permit No. SD24-0005, Vesting Tentative Map No. MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003, based on the above Findings and subject to the Conditions of Approval attached hereto and incorporated herein as Exhibit 1, the CEQA Exemption Environmental Checklist attached hereto as Exhibit 2, and the CEQA Exemption Environmental Checklist Supporting Technical Studies attached hereto as Exhibit 3.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on May 27, 2026:

Signed by:
Parveen Gupta
6D1BF35005EF45F...

Chair

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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 May 27, 2026 and carried by the following roll call vote:

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Parveen Gupta	X			
Michael Caulkins	X			
Dipak Awasthi	X			
Chia Ling Kong	X			
Olania Castillo			X	
Alexander Galang			X	
Dawn Brown			X	

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CONDITIONS OF APPROVAL

SITE DEVELOPMENT PERMIT NO. SD24-0005, VESTING TENTATIVE MAP NO. MT24-0002, DENSITY BONUS PERMIT NO. DB24-0001, AND ENVIRONMENTAL ASSESSMENT NO. EA24-0003

SOBRATO TOWNHOME PROJECT
600 VALLEY WAY
(APNs 222-80-022, -024, -025)

The City of Milpitas Planning Commission and City Council approve the above entitlements ("Permit"), subject to and conditioned upon all applicable State and local laws and regulations and the Conditions of Approval outlined below, this Permit will allow the development of 134 townhome condominium units and a clubhouse amenity building with landscaping and associated site improvements ("Project") on a 7.22-acre site within the Milpitas Main Street Gateway Specific Plan (MGSP) area at 600 Valley Way (APNs 222-80-022, -024, -025), subject to all other necessary reviews, approvals, studies, and inspections necessary for such development including for the issuance of building permits or occupancy and other required entitlements and approvals. The Project is subject to vesting pursuant to SB 330 as of January 7, 2026.

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

General Conditions

1. General Compliance: The Permittee and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. **Site Development Permit No. SD24-0005, Vesting Tentative Map No. MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003** (collectively "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. The Permittee shall develop the site in accordance with the approved Attachments and as modified by these Conditions of Approval.

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 applicable Review Authority, 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 City Council approved this Permit.

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 the terms, obligations, and conditions of this Permit.

5. Permit Expiration: Pursuant to Milpitas Municipal Code (MMC) Section XIII-D.2.040(K), this Permit shall become null and void if the development is not implemented within two (2) years from the date of City

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Council approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to MMC Section XIII-D.2.040(K)(3), implementation is defined when:

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. Time Extension: Pursuant to MMC Section XIII-D.2.040(L), unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Division and include a description if any prior Conditions of Approval will need to be amended with a completed Planning Application and payment of the time extension fee is paid prior to the expiration date of the approval. **(P)**

7. Project Job Account (PJ Account): If Permittee's project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee's project job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit as applicable, Permittee shall pay in full the Project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. **(P/E)**

8. 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 Permittee may file a protest has begun under California Government Code Section 66020(d)(1).

9. 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. **(ALL)**

10. 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 Project is operating under the permits and approvals in this Resolution. **(ALL)**

11. 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. **(CAO/P/E/B)**

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12. 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 Permittee, 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. The above indemnification is intended to be as broad as permitted by applicable law. To the extent the above indemnification is limited by Government Code Section 66474.9, any limitations shall only apply to Vesting Tentative Map No. MT24-0002, and the balance of the Permit shall be unaffected by Government Code Section 66474.9.

13. Certificate of Insurance: Permittee shall provide certificate of insurance and name City as an additional insured in its insurance policies for the Project.

14. Revocation, Suspension, Modification: This Permit may be suspended, revoked or modified in accordance with Section XIII-D.18.070 of the Milpitas Municipal Code.

15. 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.

16. Site Improvement Fees. Prior to issuance of any building permit, Permittee must pay all applicable development fees, including but not limited to, connection fees (water, sewer and storm), plan check and inspection deposit, and 3.8% building permit automation fee. These fees are collected as part of the secured public improvement agreement. The agreement shall be secured for an amount of 100% of the engineer's estimate of the construction cost for faithful performance and 100% of the engineer's estimate of the construction cost for labor & materials.

17. Response to Conditions of Approval: Permittee shall provide a written response to comments upon submittal for building permit application as a separate attachment document. The responses should clearly indicate how each condition of approval in this Resolution has been addressed in the plans and/or supplemental materials and shall note the appropriate plan sheet(s). **(P)**

18. Compliance with Fire Department and California Fire Code: The Project shall comply with the requirements of the Milpitas Fire Department and the California Fire Code, as adopted by the City. Changes to the site plan and/or buildings requires review and re-approval by the Fire Department. **(F)**

19. Compliance with Milpitas Office of Building Safety. The Project shall comply with the requirements of the Office of Building Safety and the International Building Code. **(B)**

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20. Compliance with Milpitas Public Works Land Development Division. The Project/development shall comply with the requirements of the Public Works Land Development Division, as may be amended by the City of Milpitas. **(E)**

21. Compliance with Milpitas Police Department. The Project/development shall comply with the requirements of the Police Department, as may be amended by the City of Milpitas. **(POL)**

22. Conditions of Approval Included in Building Permit Plans. As part of the issuance of building permits, the Permittee 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)**

23. Development in Conformance with Approved Plans: Permittee shall develop the approved Project in conformance with the plans dated March 17, 2026, and approved by the City Council on the date of the signed City Council Resolution, 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, the owner or designee 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)**

PLANNING DEPARTMENT CONDITIONS

24. Transportation Demand Management (TDM): In compliance with MMC XIII-C.6.070, the Permitee/Applicant shall work with the Planning Department on a Project-specific Final TDM Plan revised from the Project's Draft TDM Plan during the building permit review phase and include a written response to all applicable subsections. The Final TDM Plan must also adhere to all required monitoring and enforcement measures per MMC XIII-C.6.070(E).

25. Construction Equipment: All off-road diesel-powered construction equipment greater than 50 horsepower used on-site shall, at a minimum, meet the US EPA tier 4 final emission standards. The contractor shall maintain records of the equipment fleet (including carb exemption numbers or tier ratings) and provide documentation to the assigned City Planner before the issuance of any building permit approval for construction including grading or site improvement, and to the Project Engineer or City Inspector upon request.

26. MGSP SEIR Mitigation Monitoring and Reporting Program: The Project shall comply with the applicable mitigation measures from the certified Milpitas Main St. Gateway Specific Plan (MGSP) Specific Plan SEIR. The mitigation measures are compiled in the MGSP's Mitigation Monitoring and Reporting Program (MMRP) as adopted with the Final SEIR as Attachment A. During the building permit review phase, the Permittee/Applicant shall submit as an attachment to the building permit submittals a completed MGSP MMRP table indicating details and any applicable supplemental information and materials to demonstrate compliance with all applicable mitigation measures, including those specified in the 600 Valley Way Residential Development Environmental Checklist, dated March 2026.

27. Landscaping: All approved landscaping and trees shall be permanently maintained and replaced by the property owner(s) and future Homeowners Association with substantially similar plant material or trees (in type or number) as necessary from the approved plan set to provide a permanent, attractive and effective

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appearance. Any future proposed alterations to the landscaping and trees shall be consistent with applicable sections of MGSP Section 4.3.4, Landscape Design and MMC XIII-C.4, Landscaping Standards.

28. Streetlights: In collaboration with the Engineering Department's related Project-specific Conditions of Approval regarding streetlights, Permittee shall install where applicable pedestrian scale lights along all public and private street frontages consistent with the Main St. Gateway Specific Plan lighting design standard and demonstrate compliance with applicable standards from MGSP Section 6.5, Streetscape and Lighting. The Permittee shall submit a photometric plan to determine appropriate light levels with submittal of on-site improvement plans during the building permit process.

29. Lighting and Illumination Plan. Prior to issuance of any building permit, Permittee shall submit a lighting and iso-illumination plan and written responses explaining compliance with all applicable sections of MMC XIII-C.2.070, Lighting and Illumination that shall subject to Planning Department review for approval. Proposed light fixtures shall be high quality and complement the architectural style of each townhome. Light fixtures over garage doors shall be of high-quality, residential scale, architectural design, subject to final approval by the Planning Director and/or designee.

30. CC&Rs. Permittee shall submit proposed covenants, conditions, and restrictions (CC&Rs) to the City for approval prior to submission to the California Department of Real Estate. The CC&Rs shall include disclosure statements informing future residents of noise due to trash enclosure collection; potential noise, traffic, as well as the use and/or storage of any hazardous material associated with normal operations of the adjacent freeway, PG&E, and commercial business activity and development; noise from the freeway; maintenance of all landscaping and trees, maintenance of all publicly accessible private common open space park areas and amenities, and potential graffiti problems towards the tracks. Furthermore, the CC&Rs shall restrict the use of gasoline powered landscape equipment (blowers and string trimmers).

31. Design and Screening of Utilities (Underground, Ground-Mounted, Rooftop): Prior to issuance of any building permit for underground, ground-mounted, or rooftop equipment, Permitee shall describe and demonstrate compliance in a plan set with all applicable standards from MGSP Section 4.1.5, Service and Utility Areas, and MMC XIII-C.2.140, Screening Standards, and MMC XIII-C.2.150, Underground Utilities.

32. Parking: Parking shall be provided as depicted on the Site Plan approved by the City Council and shall consist of the following:

    a. RESIDENT: A total of 268 vehicle spaces within unit parking garages.
    b. GUEST: A total of 60 guest vehicle spaces are to be provided on site.

33. Bicycle Racks: A total of twelve (12) short-term bicycle parking spaces shall be installed on the site and 134 long-term bicycle parking stalls (one located within each unit's private garage) shall be maintained.

34. Tree Planting Plan: The Project shall comply with Tree Removal Permit No. TR24-0018 and will remove 115 ordinance-sized trees and replace with approximately 341 new trees, in conformance with the plans dated March 17, 2026 and approved by City Council on the date of the signed City Council Resolution for the Project.

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35. Park in Lieu Fee. Prior to issuance of the final certificate of occupancy, the applicant shall pay a total of $2,615,664.30 for the Parkland In-Lieu Fee is in accordance with Milpitas Municipal Code Section XI-1-9 on the basis of the average valuation of land in the City in effect at the time the SB 330 Preliminary Application for the Project was complete (Government Code Section 65589.5(o)).

36. Public Art Requirement: Permittee shall comply with the City's Public Art Requirements for Private Development, as set forth in MMC Section XI-14. Fee shall be no less than one-half of one percent of building development costs and shall be payable at time of building permit issuance per building.

OFFICE OF BUILDING SAFETY DEPARTMENT CONDITIONS

37. Compliance with California Code of Regulations. The Project shall comply with the requirements of the Office of Building Safety 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 Office of Building Safety 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 Office of Building Safety.

38. Demolition. All existing structures and improvements to the property, including any unpermitted or otherwise legally non-compliant structures and improvements, shall be demolished prior to construction of any new development contemplated by this building permit.

OFFICE OF HOUSING

39. 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. All new residential development projects of ten units or more designed and intended for permanent occupancy shall construct 15 percent of the total number of dwelling units within the development as affordable units, unless otherwise remedied by the City Council.
    a. Permittee shall reserve 20 townhome condominium units for moderate income households, consisting of:
        i. Eight, Unit Type 1 Townhome Units (3-bedroom unit, tandem parking)
        ii. Eight, Unit Type 2 Townhome Units (3-bedroom unit, side by side parking)
        iii. Four, Unit Type 3 Townhome Units (4-bedroom unit, side-by-side parking)

40. Affordable Housing Agreement: An executed agreement imposing appropriate ownership controls on the affordable units is required prior to certificate of occupancy. The agreement shall be approved by the Milpitas City Attorney prior to recordation.

41. Fractional Unit In-Lieu Fee Payment for 15 Percent Affordability Requirement: Per MMC XII-1-3.00, the Permittee shall pay a fractional affordable housing in-lieu fee for 0.1 housing units, as of the SB 330 Vesting Date.

42. Concurrent Construction of Affordable Units: Per MMC XII-1-3.03, all affordable units in a project or phase of a project shall be constructed prior or concurrently with market-rate units, unless the City Manager or designee determines in writing that extenuating circumstances exist that make concurrent construction

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infeasible or impractical. In phased developments, the affordability requirement will be calculated on the basis of the whole development, but affordable units shall be developed in advance or concurrently with market rate units in each phase unless the City Manager or designee determines in writing that extenuating circumstances exist that make concurrent construction infeasible or impractical. If this occurs, a schedule must be developed by the applicant and approved by the City Manager to ensure that affordable units are built expeditiously and before final discretionary permits are issued. Each phase must include the required number of affordable units based on the number of market-rate units in that phase, and on-site affordable housing units must be developed concurrently with the market-rate units in each phase.

43. Design and Distribution of Affordable Units: Per MMC XII-1-3.04, Affordable units shall meet the following applicable requirements:
    a. All affordable units shall be reasonably comparable in terms of floor plan and base finish amenities to market rate units in the proposed development.
    b. The quality of the exterior design, landscaping, and construction of the affordable units shall be consistent with the other units in the proposed development.
    c. Affordable units shall have the same access to common entrances from the exterior as market rate units.
    d. Affordable units shall have the same access to all project amenities and recreational facilities available to market rate units.
    e. All affordable units shall be reasonably dispersed throughout the Project.

FIRE DEPARTMENT CONDITIONS

FIRE CODE REQUIREMENTS

*The plans approved by the City Council and/or the Planning permit process are **not** building construction 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 review as a final review for building construction plans approved by the Fire Department. Building construction 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 Edition) 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 buildings and site, unless specifically identify for one particular building or area.*

44. 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

45. 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

46. 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 appear to be in general conformance with the requirements. Final design shall meet the requirements listed below. CFC Section 503

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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 (9144 mm), or three stories in height, or 50,000 square feet (5760 m^2) 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.

Fire review determined that the current building design, wherein approximately 65 to 75 percent of the roof fronting the fire access road is at or below 30 feet in height determined in accordance with the California Fire Code appendix D105.1, with only approximately 25 to 35 percent of the roof exceeding 30 feet (limited to roof gables), presents an acceptable condition for the fire department using ground ladder operation. The higher roofs are accessible by the fire department from the roof through permanent ladders positioned at the gable roofs as an additional access mitigation.

Therefore, the developer's current design ***is allowed to deviate*** from the standard fire apparatus proximity to the building requirement, CFC Appendix D, Section D105.3, as adopted by Milpitas Municipal Code Section V-300-1.01. This modified compliance condition is Project-specific and shall not be construed as a blanket waiver or precedent for other projects. Any future modifications to the building design, height, or site layout that alter the conditioned described herein shall require re-evaluation and approval by the Fire Code Official.

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

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h. Grade: The grade of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus and shall not exceed 10 percent grade. CFC 503.2.7 and Appendix D103.2.

i. Angles of Approach and Departure: The angles of approach and departure for fire apparatus access roads shall be within the limits established by the fire code official based on the fire department apparatus. CFC 503.2.8

j. 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

k. 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.

l. Emergency Vehicle Access (EVA): EVA roads, when required, shall meet Fire Department site access requirements. CFC Section 503

   Recommend entry to EVA shall be gates (swing type) for easy access.

m. 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

   The EVA shall not be obstructed other than the bollards. Chairs and tables are not allowed as shown on Sheet L7.01.

n. 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.

o. 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.

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47. Fire Protection Water Supply (Hydrants, On-site and 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.
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 each building has been shown on sheet TM-8.1.

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 (SRRA), 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

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 Sections 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

d. Private Hydrant Requirements: Buildings equipped with an automatic fire sprinkler system and/or a standpipe system installed in accordance with Sections 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

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

48. Automatic Fire Sprinkler System for Structures:

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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: Backflow Protection. 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. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station. CFC Section 903.4.1

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 FDC's/PIV's shall be at a readily visible and accessible location off the fire access road and approved by the Fire Code Official. FDC's/PIV's 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 FDC's and PIV's shall have fire department approved locking connection caps/locks. Knox key caps shall be provided. CFC Section 912.4.1

h. 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

i. 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.

49. 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

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d. Fire System 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

50. 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

   Additional stairs at the roof were provided to provide firefighter access to the gable roofs.

b. 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.

c. Solar Electrical Panels: Solar photovoltaic systems shall meet and comply with the CFC Section 1205 requirements.

d. Address Illumination: All required addresses shall be illuminated. CFC Section 505.3, added by MMC V-300-2.55

e. 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.

f. 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

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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.

g. 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

h. Portable Fire Extinguishers: Portable fire extinguishers shall be selected, installed and maintained in accordance with CFC Section 906.

i. 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

51. 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

52. 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.

53. 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

POLICE DEPARTMENT CONDITIONS

TRAFFIC

54. Vehicles coming and leaving from the housing development only have road access from Valley Way. Based on the current layout and architecture of the parking lot, ingress and egress on Valley Way do not appear to be of concern.

55. Police Department shall have access to the housing development from Heath Street, accessible by a removable bollard, for emergency response purposes.

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56. Traffic signal lights are not utilized at Valley Way, and the approval of this housing project would not appear to change the need for such installation on this public roadway.

PARKING

57. Parking ratios will be designed to comply with the minimum requirements of the Milpitas Main St. Gateway Specific Plan and the City's Zoning Ordinance. All 134 units will have 3-bedrooms or 4-bedrooms and will have two parking spaces available in a private garage for each unit, totaling 268 parking stalls The total number of outdoor guest parking spaces provided on-site will be 60 spaces.

58. Parking hours of darkness, lighting of sufficient wattage shall be provided in parking lots and associated driveways, circulation areas, aisles, passageways, recesses, alleys, and grounds contiguous to buildings to ensure that any person on or about the premises is clearly visible.

59. "No Trespassing/Loitering" signage should be posted at the entrances of parking lots in conspicuous areas. Signs should be at least 2' x 1' overall size, with a white background and black 2'' high letters.

60. Parking lot project should allow circulation for police patrols (vehicles, foot, and bicycles) to prevent and reduce the likelihood of criminal activity occurring.

ADDRESSING

61. Address numbers shall be illuminated during hours of darkness and should be strategically positioned as to be readily visible from the street. Address numbers should have a minimum height of 12 inches. If numerous alarm zones are utilized then zone numbers should be clearly marked above appropriate common doorways (i.e. clubhouse, office, etc.). All other housing alarms shall be directly linked to specific housing unit (if installed).

LIGHTING

62. Address numbers shall be illuminated during hours of darkness and should be strategically positioned as to be hours of darkness, lighting of sufficient wattage shall be provided in parking lots and associated driveways, circulation areas, aisles, passageways, recesses, alleys, and grounds contiguous to buildings to ensure that any person on or about the premises is clearly visible.

VISIBILITY

63. Any other line of sight obstructions (including recessed doors, alcoves, etc.) should be avoided on building exterior walls and interior hallways.

64. From a public safety perspective, the grounds and area surrounding the townhomes should have as much natural surveillance as possible and be exposed to public view. When natural surveillance is afforded, the likely occurrence of burglaries, robberies, etc., in that area A building design that encourages visibility of potential crime locations and natural surveillance.

65. Stairwells and elevators should be of open design whenever possible, making users open to visual scrutiny.

66. Any posters, material, and objects near common area exterior windows (i.e., clubhouse) should not is substantially reduced because the risk of detection and apprehension of the perpetrator increases. Seclusion is one of the main elements sought after by perpetrators of a crime.

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ACCESSSIBILITY

67. All areas controlled by electronic security devices (i.e., access cards, keypads, etc.) should have Knox boxes installed near such access points, with the Knox boxes containing the appropriate security devices to gain entry. If keypads control access points, management should provide the Police Department with the needed code(s) and regularly update the Police Department if such code(s) change.

68. An up-to-date map of the interior of any building accessible to the public should be provided to the police department. The map should minimally identify entry/exit points, elevators/stairwells, storage areas, entry/exit points controlled by electronic security devices, locations of security cameras, maintenance areas, stairwells, recreation centers, etc.

NOISE

69. When residential and commercial areas are near each other, there may be an increase in noise complaints from residents, which may increase calls for service. Noise may be generated from nearby commercial establishments.

LANDSCAPING

70. Landscaping shall be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged. Landscaping shall not conceal doors or windows from view, obstruct visibility of the parking lot from the street, nor hinder access to the roof if needed.

SECURITY

71. A security camera system should be required for any location that is communal, such as the mail area, clubhouse, or any other recreational area. Additionally, the security camera system should cover the parking lot area, have the clarity necessary to identify an individual, vehicle, etc., and have a field of view to maximize the coverage area. The video/security system shall have the capacity to save/store footage for a minimum of thirty (30) days and have the capability to be downloaded. A copy of video/security footage shall be made available to law enforcement upon request for investigative purposes.

MISCELLANEOUS

72. If applicable, an HOA representative or designee shall file an emergency notification form with the police department so law enforcement can contact the HOA in the event of any major accident, emergency, or unforeseen circumstance.

ENGINEERING DEPARTMENT CONDITIONS

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*

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Engineering/City Engineer. City reserves the right to reject any plan check submittal if any of the following conditions are not met. ***(E)***

73. Modifications: The Site Development Permit No. SD24-0005 Project Plans submitted for the 600 Valley Way Planning Entitlement, dated 03/17/2026, is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.

74. 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.

75. 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.

76. Photometric Analysis: Permittee shall submit streetlight photometric analysis for City's review and approval by the Engineering Department along Valley Way that meets the Illuminating Engineering Society of North America (IESNA), RP8, for roadway and sidewalk lighting standards and City standard design guidelines.

77. 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.

78. 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.

79. Coordination with other Projects: Permittee shall coordinate designs with the proposed Food Truck project, located at 25 S. Abott Avenue, in advance prior to any plan submittal.

PRIOR TO FINAL MAP APPROVAL/RECORDATION

The following conditions shall be addressed during the final map plan check process 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)***

80. Dedication on the Final Map: Permittee shall dedicate necessary emergency vehicle access easements, public service utility easements, street easements, public access easements, and other public easements deemed necessary for the Project.

81. Abandonment/Quitclaim Easements: Permittee shall abandon/quit claim existing easements that are in conflict with or unnecessary for the Project.

82. 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.

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83. Concurrent Off-site Plan Reviews: Permittee shall submit separate off-site improvement plans for City's review and approval by the Engineering Department.

84. 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.

85. 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.

86. Demolition of Existing Building: Permittee shall demolish existing buildings/facilities that are in conflict with new property lines.

87. 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.

88. 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).

89. 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) **2005-1,** and agree to pay the special taxes levied by CFD **2005-1** 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 non-severable from the Permit, and invalidation or limitation of this condition invalidates the Permit, condition 85 notwithstanding.

PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE

The following conditions shall be addressed as part of the off-site improvement plan review and shall be met ***prior to*** *encroachment permit issuance, unless otherwise approved by the Director of Engineering/City Engineer.* ***(E)***

90. Public Improvement Design Standards: All public improvements shall be designed and constructed in accordance with all applicable, mandatory, objective 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 Gateway-Main Street Specific Plan design guidelines: (https://www.milpitasmainstreet.org/);
    d. Americans with Disabilities Act (ADA) requirements, where applicable.

91. 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

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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.

92. 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.

93. 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.

94. 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 the on-site private streets and public easements. All installations shall comply with the required horizontal and vertical separation standards in accordance with CCR Title 22 and City standards.
    b. The Project site contains an existing 8” water line that runs through the project site within the existing 15’ water pipeline easement, extending from the existing 8” water line in Valley Way to the north, to the existing 8” water line in Valley Way cul-de-sac to the south. The existing 8” water line shall be abandoned and capped up to the main line in Heath Street at the north end and prior to the Valley Way cul-de-sac at the south end. A new 10" water line shall be installed to the easterly side of the project through Alley 1, from the main line in Heath Street to the Valley Way cul-de-sac, which shall be located within the proposed P.S.U.E. This new waterline shall be installed and fully operational prior to the abandonment of the existing water line. The existing 15' water pipeline easement shall be vacated through the Final Map process.
    c. Installation of separate water service tap and meter for each of the following services: residential, irrigation, and fire.
    d. Installation of separate utility service lines (domestic water, fire service, sanitary sewer) for residential.
    e. Installation of radio-transmitting water meters with built-in antennas; installation of wireless repeaters or transmitters with dedicated power sources, all at no cost to the City. These shall be installed at locations acceptable to the City to ensure accurate and timely radio reception of meter readings. Permittee shall execute and record a water service agreement which requires providing dedicated spaces, access rights and dedicated power sources for the City’s operation, maintenance, repair, and replacement of subject radio antennas.
    f. Construction of new street tree wells along the project frontage. The locations, spacing of tree wells and tree species shall be in compliance with applicable City standards and details.
    g. Provide lighting analysis for streetlights on Valley Way and on S. Abbott Avenue between Valley Way and W. Calaveras Boulevard. If the existing illumination levels do not meet the City’s lighting targets, upgrade luminaire and/or furnish and install new lighting. The locations and spacing of streetlights shall comply with the Illuminating Engineer Society of North America (IESNA), RP8, for roadway and sidewalk lighting standards and City standard design guidelines.
    h. Install a minimum 2-inch grind and asphalt concrete overlay on Valley Way, from the cul-de-sac to the western crosswalk of the Abbott Avenue/Valley Way intersection.

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i. Construct concrete sidewalk, curb, and gutter at the cul-de-sac of Valley Way, and install a new sidewalk to close the existing gap along the north side of Valley Way, as shown on the approved plans, to provide a continuous pedestrian pathway from the project site to the Abbott Avenue/Valley Way intersection.
j. All public and private driveways shall provide and maintain a clear vision triangle, subject to review and approval prior to issuance of site improvement plans.

95. 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.

96. 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.

97. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.

98. 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.

99. Pothole Encroachment Permit: Due to multiple new utility service connections on Valley Way, Permittee shall pothole and verify all potential utility crossing conflict as part of the public improvement plan during the design stage.

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)***

100. Final Map Recordation: Permittee shall record the final map.

101. 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.

102. 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).

103. 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.

104. 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.

Docusign Envelope ID: 6A2A7F25-25C1-878F-83D0-8C9680E64D32

105. 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.

106. Solid Waste and Recycling Facility Design: Permittee shall comply with all applicable, mandatory, objective City design guidelines/details associated with haul route, turning radius, vertical and horizontal clearance, trash enclosure, staging area, storage area, etc.

107. 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.

108. 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.

109. Flood Plain Management: This Project is partially located in Flood Zone AE (EL=19') and AE (EL=18'), and partially located in Flood Zone X. Permittee shall comply with all applicable flood protection criteria as 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.

110. Development Fees: Permittee shall pay the following development fees. The information listed in items "a" through "g" are based upon current fee rates, per Engineering Fee Schedule FY 24-25. The fee rates are subject to change, unless otherwise exempted under SB 330.

    a) Storm water connection fee (Per Ord. No. 239.8): Gateway-Main Street Specific Plan Area:
        - Impact Fee per Runoff Acre: $48,768.00. The runoff factor would be 0.4 runoff acre for residential, equating to a $19,507.00 impact fee per Runoff Acre.

Docusign Envelope ID: 6A2A7F25-25C1-878F-83D0-8C9680E64D32

b) Water connection fee at $1,164/unit for residential based upon increased water usage.
c) Sewer connection fee at $1,406/unit for residential based upon increased average wastewater flow.
d) Wastewater Treatment Plant fee per MMC VIII, Chapter 2, Section 7.04: $690/unit.
e) Calaveras Boulevard Widening Traffic Impact fee per Resolution No. 7894: $287.97/unit.
f) 3.8% of applicable fees in accordance with City Resolution No. 8969 as Permitting Automation Fee.
g) FEMA Flood Zone Designation Letter fee in the amount of $100.00 each.

111. 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.

112. Hazard Assessment Report: 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.

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)***

113. 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.

114. 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.

115. 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 rights-of-way or public easements.

116. 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.

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.*

117. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to, North and South of Valley Way, all that are shown on City approved plans.

118. Flood Plain Management: This property is shown on the Federal Emergency Management Agency (FEMA) flood insurance rate map (FIRM) for Santa Clara County, California, Map No. 06085C0066J for Community No. 060344 (City of Milpitas), with an effective date of February 19, 2014, as being partially located in Flood

Docusign Envelope ID: 6A2A7F25-25C1-878F-83D0-8C9680E64D32

Zone AE (EL=19') and AE (EL=18'), and partially located in Flood Zone X. Permittee shall comply with all applicable flood protection criteria required by the Federal Emergency Management Agency (FEMA) and MMC Title XI, Chapter 15. Permittee shall submit the FEMA approved LOMR-F, or if the LOMR-F process remains suspended by FEMA, equivalent documentation agreed upon through coordination with the City for each unit/building associated with the requested occupancy, if project is located in the SFHA. Lack of documentation will not preclude occupancy release.

119. Elevation and/or Flood Proofing Certificate: Permittee's civil engineer shall submit Elevation and/or Flood Proofing Certificates for the lowest finished floor elevation of each building for City records.

120. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes Ordinance.

121. Record Drawings: Permittee shall submit record drawings in full-size hard copy, AutoCAD, Tiff, and PDF formats for City records. Project redlines shall be submitted to the City for review prior to final as-builts being submitted. Record drawings shall include all public improvements and approved site modifications during construction.

122. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

LEGEND
P = Planning Department
B = Building Department
E = Engineering Department
F = Fire Department
H = Office of Housing
POL = Police Department
CAO = City Attorney's Office
ALL = All Reviewing Department

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: Jun-01-2026

Signed by:
Caroline Layden
2461D5161DBD4DF...

Signature of Permittee

June 12, 2026

TO Kristina Phung, City of Milpitas, Planning Division
FROM The Sobrato Organization
RE **June 16, 2026 City Council Hearing Item No. 20 - Additional Community Outreach Summary and Follow Up on Planning Commission Requested Studies for 600 Valley Way**

Dear Kristina,

Thank you for the City's collaboration on the 600 Valley Way townhome project. We appreciate the City's guidance and reviews throughout this process, and we are excited to present the project to City Council on June 16th, 2026.

As we have conducted additional community outreach resulting from the Planning Commission hearing on May 27th, 2026 and completed studies regarding the site's trees along the northern property line adjacent to the single-family homes and trash enclosure, the latter to address questions and recommendations from the Planning Commission, we felt it was appropriate to outline this information to Staff. Please see the summary below of our actions taken and conclusions reached.

1. Community Outreach Summary:
    a. ***Community Meeting:*** As part of the entitlement process, Sobrato conducted community outreach in coordination with the Planning Department and City Staff. On October 31st, 2025, Sobrato sent out postcards notifying neighbors within a 1,000-foot radius of the project, the upcoming community meeting, and the project's website (600valleyway.com). The community meeting was held on November 10th at 6pm PST via Zoom. No members of the community attended the meeting, however Sobrato provided a presentation about the project and posted the meeting recording, presentation, and project information to the project's website.
    b. ***Public Comment Summary:*** Prior to the Planning Commission meeting on May 27th, Sobrato and City Staff received a total of three public comments in response to the November 10th community meeting and the City's public noticing. The community members' questions mainly centered around the site design and layout, environmental review, zoning/land use requirements, and operational considerations that would be governed by the HOA. Sobrato communicated with any community members who submitted questions and incorporated their feedback when possible into the project's design.
    c. ***One-on-one Community Member Meeting:*** Sobrato met via Zoom on June 8th and exchanged additional emails before and after the meeting with the community member who spoke at the Planning Commission hearing. This neighbor had expressed concerns regarding a few site trees producing debris that could fall on their yard and the location of the trash enclosure. To address their feedback, Sobrato did the following:

i. Removed the three Magnolia trees along the community member's fence line, so no trees directly border their property. Additionally, Sobrato changed the species of the large trees west of the neighbor's fence line from Sycamore trees to Elm trees in an effort to reduce the amount of debris produced by these trees.
ii. Removed the vines on the new wood fence that the project will install along the property line.
iii. Added a barrier to the bottom of the fence to prevent animals from digging under it.
iv. Clarified the design and lifespan of the wood fence.
v. Provided additional information on the trash enclosure, including physical preclusions that prevent a change in the location (see more information in item 2.c).

d. ***Additional Outreach:*** Sobrato also addressed multiple comments and questions provided by an additional community member who initially reached out on May 28th. The neighbor had questions on the site design, site security, public access to the paseo, structure of the HOA, land use and zoning for the site, trees along the property line, circulation and traffic, the trash enclosure, and environmental considerations. Sobrato exchanged multiple emails with this community member, most recently on June 8th. As of the transmittal of this letter, the neighbor had not responded to the June 8th communication.

2. Planning Commission Motion No. 2 Follow Up:
   a. ***Condition of Approval Revisions:*** Sobrato and City Staff coordinated on the applicant's three proposed Conditions of Approval revisions and resolved all issues. The agreed upon revisions are included in the preamble and condition no. 12.
   b. ***Evaluation of Four Trees:*** Planning Commission requested Sobrato and the Public Works Department evaluate whether it is feasible to remove four trees discussed during the public hearing.
      i. As discussed in item 1.a.i, Sobrato met with the community member who originally raised the concern and agreed to remove three of the trees and change the species of the fourth tree. Sobrato then coordinated with the Public Works Department to review these changes against the City's tree ordinance. The revised plan sheets with the new tree layout and email confirmation of the City's approval of these revisions in respect to the tree removal ordinance is attached to this letter as Exhibit A.
   c. ***Additional Clarification on Trash Enclosure:*** Planning Commission requested the applicant provide additional information demonstrating why the proposed trash enclosure location is necessary and whether alternate locations would physically preclude development at the density permitted under State Density Bonus Law. Sobrato reviewed these limitations on June 8th with the community member who expressed concerns at the Planning Commission hearing and with Staff on June 3rd.
      i. Sobrato prepared the attached Exhibit B to depict the physical preclusions preventing alternate locations for the trash enclosure. First, the western property line adjacent to the freeway contains a PG&E easement that runs the extent of this property line (hatched area on the exhibit). No structures of any kind are

allowed within the PG&E easement, thus the trash enclosure cannot be located anywhere along the western property line. Second, The City's collection vehicles have certain turning radii and drive paths to enter and exit trash enclosures. Many areas of the site cannot accommodate these turning maneuvers. The only locations that are not within the PG&E easement mentioned above and would have enough area around the enclosure for truck turning would result in a loss of units due to other site constraints like required setbacks and bioretention locations based on site grading. Therefore, the current location of the trash enclosure continues to be the only location within the site that would not physically preclude development at the density permitted under State Density Bonus Law.

ii. Given the constraints on location, Sobrato implemented various design and operational features to mitigate common concerns regarding trash enclosures, improve upon the condition of the trash enclosures compared to existing conditions with the current commercial property, and meet City design standards. First, the trash enclosure is fully enclosed with stone walls, a roof, and steel doors. The exterior of the trash enclosure is screened with landscaping and the design of the trash enclosure is cohesive with the building designs. The enclosure maintains a 6-foot setback from the property line, as required by Fire and Public Works, and the enclosure meets Planning's daylight plane transition requirements from adjacent single family. Operationally, Sobrato completed a waste management analysis and prepared a waste management plan for the site (attached as Exhibit C). As part of the waste management plan, the HOA will be required to hire a third-party, valet trash service provider to manage flow of waste throughout the site, clean and maintain the trash enclosure, and coordinate with the City's waste provider on collection schedule. The third-party service provides a higher touch and closer attention to detail on the day-to-day waste management operations on the site, which will result in a better outcome for residents and adjacent neighbors.

We appreciate your review of the materials prepared and welcome any feedback. Please feel free to reach me at clayden@sobrato.com

Sincerely,

Signed by:
Caroline Layden
2461D5161DBD4DF...

Caroline Layden
Senior Development Manager
The Sobrato Organization

Exhibit A - Tree Revisions along Single-Family Property Line

Outlook

Re: 600 Valley Way (Sobrato Townhome Project) - Tree Removal Permit/Ordinance - Revised Tree Planting Plan

From Christian Di Renzo <cdirenzo@milpitas.gov>
Date Thu 6/11/2026 11:15 AM
To Kristina Phung <kphung@milpitas.gov>; Eddie Clements <eclements@milpitas.gov>; Samu Tiumalu <stiumalu@milpitas.gov>
Cc Caroline Layden <clayden@sobrato.com>; Justin Huang <jhuang@studiot-sq.com>; Roberto Alonzo <ralonzo@milpitas.gov>; Arthur Valderrama <avalderrama@milpitas.gov>; Tyler Nguyen <thnguyen@milpitas.gov>

Hi Kristina,
I've reviewed the applicant's proposed revised planting diagram as well as the accompanying information you've provided DPW.

The TR Ordinance requirements are being satisfied so, as the Public Works Director, I'm hereby confirming my approval.

Thank you,

Christian

From: Kristina Phung <kphung@milpitas.gov>
Sent: Wednesday, June 10, 2026 8:18 PM
To: Christian Di Renzo <cdirenzo@milpitas.gov>; Eddie Clements <eclements@milpitas.gov>; Samu Tiumalu <stiumalu@milpitas.gov>
Cc: Caroline Layden <clayden@sobrato.com>; Justin Huang <jhuang@studiot-sq.com>; Roberto Alonzo <ralonzo@milpitas.gov>; Arthur Valderrama <avalderrama@milpitas.gov>; Tyler Nguyen <thnguyen@milpitas.gov>
Subject: FW: 600 Valley Way (Sobrato Townhome Project) - Tree Removal Permit/Ordinance - Revised Tree Planting Plan

Hi all,

Apologies for resending, I got a bounce back error and the file sizes attached may have been too big and now am linking the arborist report below.

600 Valley Way P-SD24-0005 Arborist Report.pdf

Thank you!

Kristina Phung, AICP
Senior Planner
Phone (408) 586-3278 **Fax** (408) 586-3056
Email kphung@milpitas.gov
455 E. Calaveras Blvd., Milpitas CA 95035
www.milpitas.gov/planningdepartment

Public Counter Hours:
Monday – Friday from 8 am - 5 pm, closed 12 pm to 1 pm and Tuesdays 1:30-2:30 pm
If you are working with a specific planner on an assigned project, please make an appointment

---

From: Kristina Phung
Sent: Wednesday, June 10, 2026 8:06 PM
To: Christian Di Renzo <cdirenzo@milpitas.gov>; Eddie Clements <eclements@milpitas.gov>; Samu Tiumalu <stiumalu@milpitas.gov>
Cc: Caroline Layden <clayden@sobrato.com>; Justin Huang <jhuang@studiot-sq.com>; Roberto Alonzo <ralonzo@milpitas.gov>; Arthur Valderrama <avalderrama@milpitas.gov>; Tyler Nguyen <thnguyen@milpitas.gov>
Subject: 600 Valley Way (Sobrato Townhome Project) - Tree Removal Permit/Ordinance - Revised Tree Planting Plan

Hi Department of Public Works,

Per the City's Tree Removal Ordinance under MMC Section X-2-4, the Department of Public Works issues Tree Removal Permits and is not under the purview for approval under the City's Planning Commission or City Council.

The proposed Project at 600 Valley Way (parent project P-SD24-0005) is proposing to construct 134 townhome condo units and proposes a Tree Removal Permit to remove 115 protected ordinance-sized trees and replace them with 341 new trees (7 existing protected trees will remain, totaling 348 onsite trees) and exceeds the 2:1 minimum replacement requirement in the Tree Removal Ordinance.

We recently took the Project to a Planning Commission hearing on 5/27/26 with the City Council hearing anticipated for 6/16 on this item, with the PC recommending approval of the Project to the City Council and had three (3) recommended second motion items in response to the public comment(s) received during the public noticing period and at the hearing. One of the public comment letters and public speakers for the Project came from an adjacent/neighboring residence at 25 Heath St which includes a home-based daycare as shown in the image below which immediately borders the Project Site along the north property line around the top right area.

The neighbor had requested that the (4) existing pine trees at the Project site adjacent to their site will be removed, in which the Applicant confirmed they would be removed, and had initially proposed planting (4) new trees (Sycamore) in the same area as replacements. Subsequent requests from the neighbor included wanting the Applicant to consider aspects such as 1) alternative tree species (less leaf shedding), 2) relocating the 4 proposed replacement trees elsewhere, and 3) removal of these 4 proposed trees. The Applicant has met with their landscape architect firm and has been actively corresponding with the neighbor including an hour long meeting this past Monday on 6/8 and went through some potential ideas, including discussions of removing or relocating at least 3.

In response to the above, the Applicant today has provided their proposed alternative tree planting/landscaping design along this north property line area and we would like to confirm with the Public Works Department if the revisions still align with the intent/requirements of the Tree Removal Ordinance and will still be able

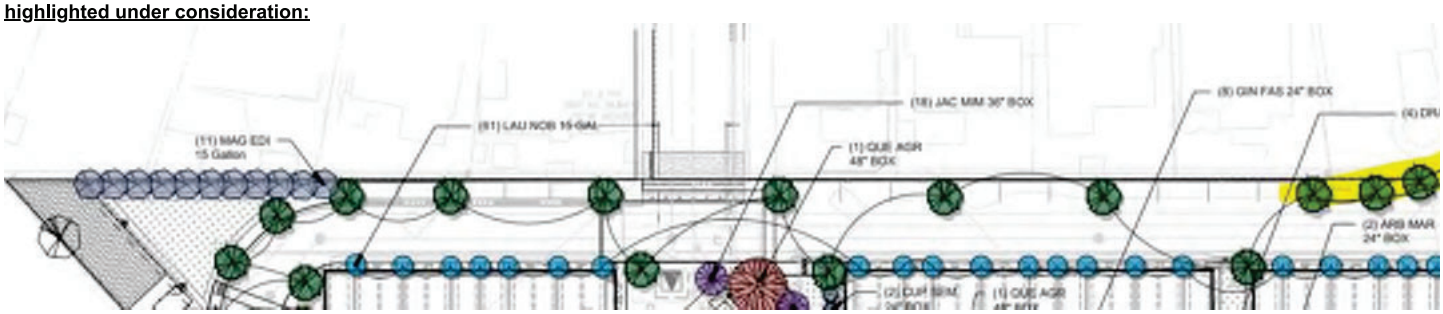
to receive a Tree Removal Permit. They're still revising some details on these sheets and related ones but due to the time sensitive nature of this before the CC hearing and packet, the Applicant wanted feedback if the updated proposal outlined in the last two images can still meet the PW Department/TR Ordinance and Permit requirements. The species chosen overall appear to be from the recommended lists from the City's Objective Design Standards and the Gateway Main St Specific Plan.

- individual sheets 5.24.26
- 600 Valley Way P-SD24-0005 Full Plan Set Internal Only.pdf

Adj. Neighbor at 25 Abbott with Daycare -

Sheet L2.01 shows the proposed changes the clearest at this moment and they are editing the bottom left corner of the species and working on revising associated landscaping plan sheet(s).

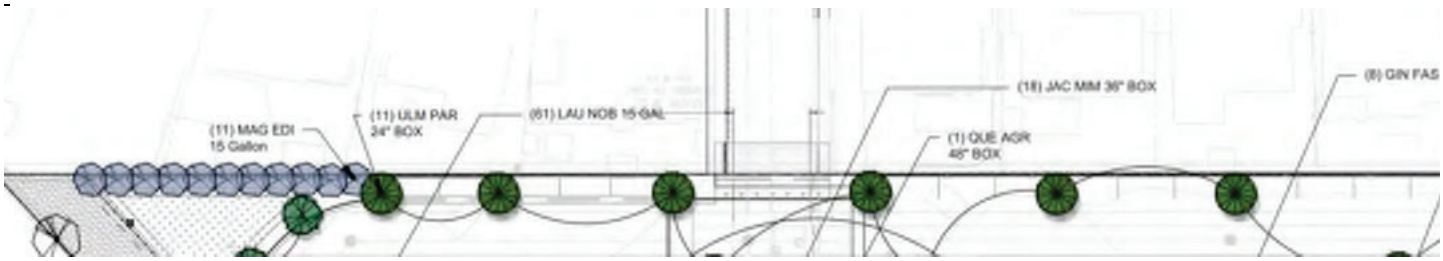
Original Sheet L2.01 (Tree Planting Diagram) with the (4) original proposed replacement trees (Robert's Western Sycamore) by adj. neighbor highlighted under consideration:



Revised Sheet L2.01/Proposed Revision:

- The Applicant proposes the following revisions after meeting with the neighbor – out of those 4 trees highlighted above as Sycamore, they will remove 3 out of the 4 replacement trees and will keep 1 replacement tree on the leftmost of those 4 and proposes to change the tree type to Magnolia (smaller tree)
- They've also mentioned that they will be swapping out the other proposed Sycamore trees by these residences to an Elm species (may not be fully shown below yet since they're actively working on it but can compare the bottom right area where the revisions to the neighbors were incorporated.
    - This may result in a loss of 3 replacement trees (pending confirmation from Applicant) but they would still well exceed the 2:1 replacement ratio (230 trees are required and 338-341 new trees are planned)

-



Thank you,

Kristina Phung, AICP
Senior Planner
Phone (408) 586-3278 **Fax** (408) 586-3056
Email kphung@milpitas.gov
455 E. Calaveras Blvd., Milpitas CA 95035
www.milpitas.gov/planningdepartment

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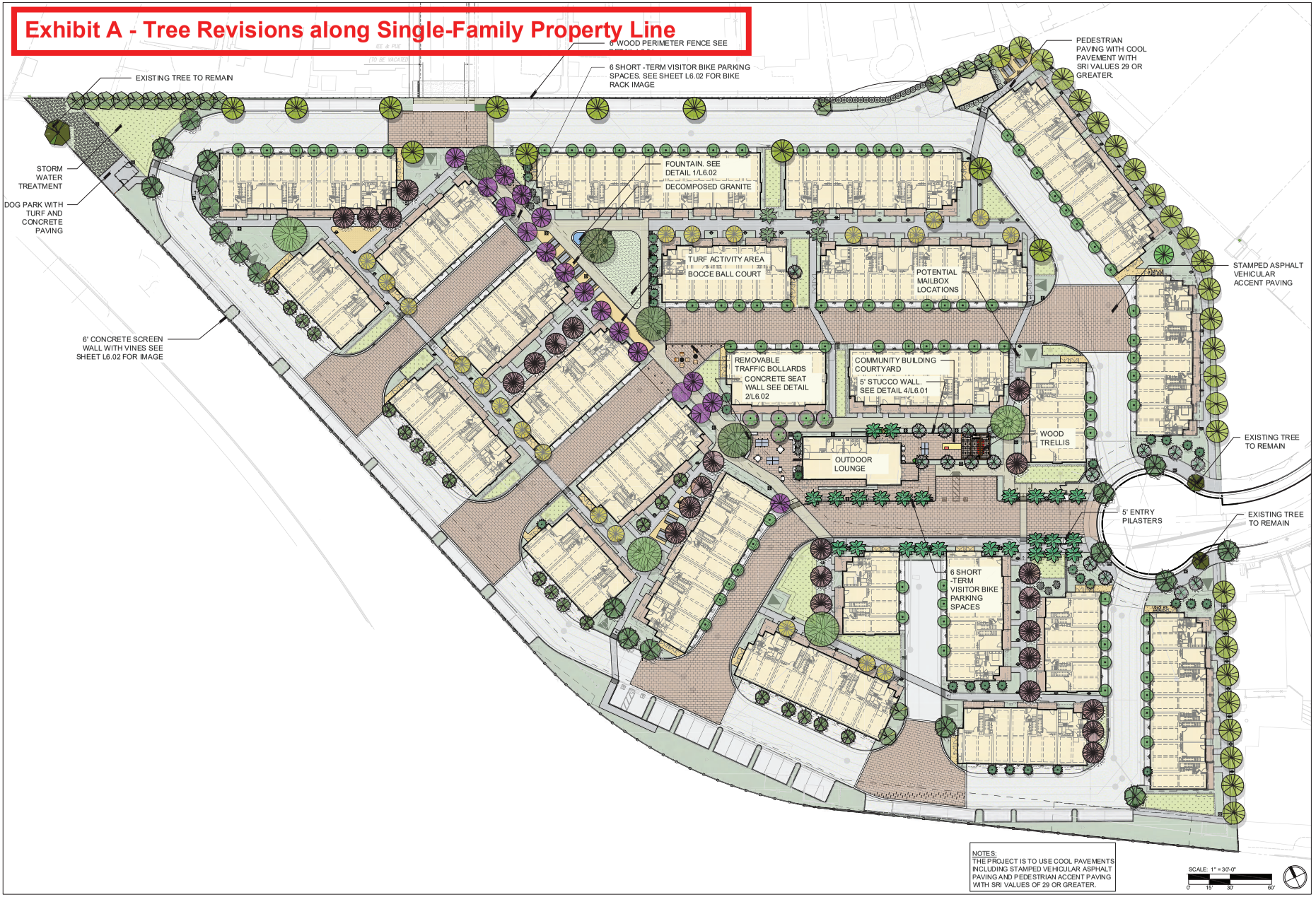
Exhibit A - Tree Revisions along Single-Family Property Line



STUDIO T SQUARE

: Architecture
: Planning
: Urban Design

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: (510) 451 - 2850

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600 VALLEY WAY
MILPITAS, CA 95035

THE SOBRATO ORGANIZATION

THE Guzzardo Partnership, INC.
Landscape Architects | Land Planners
Pier 9, The Embarcadero, Suite 115
San Francisco, CA 94111 | www.tgp-inc.com

Sheet Title:

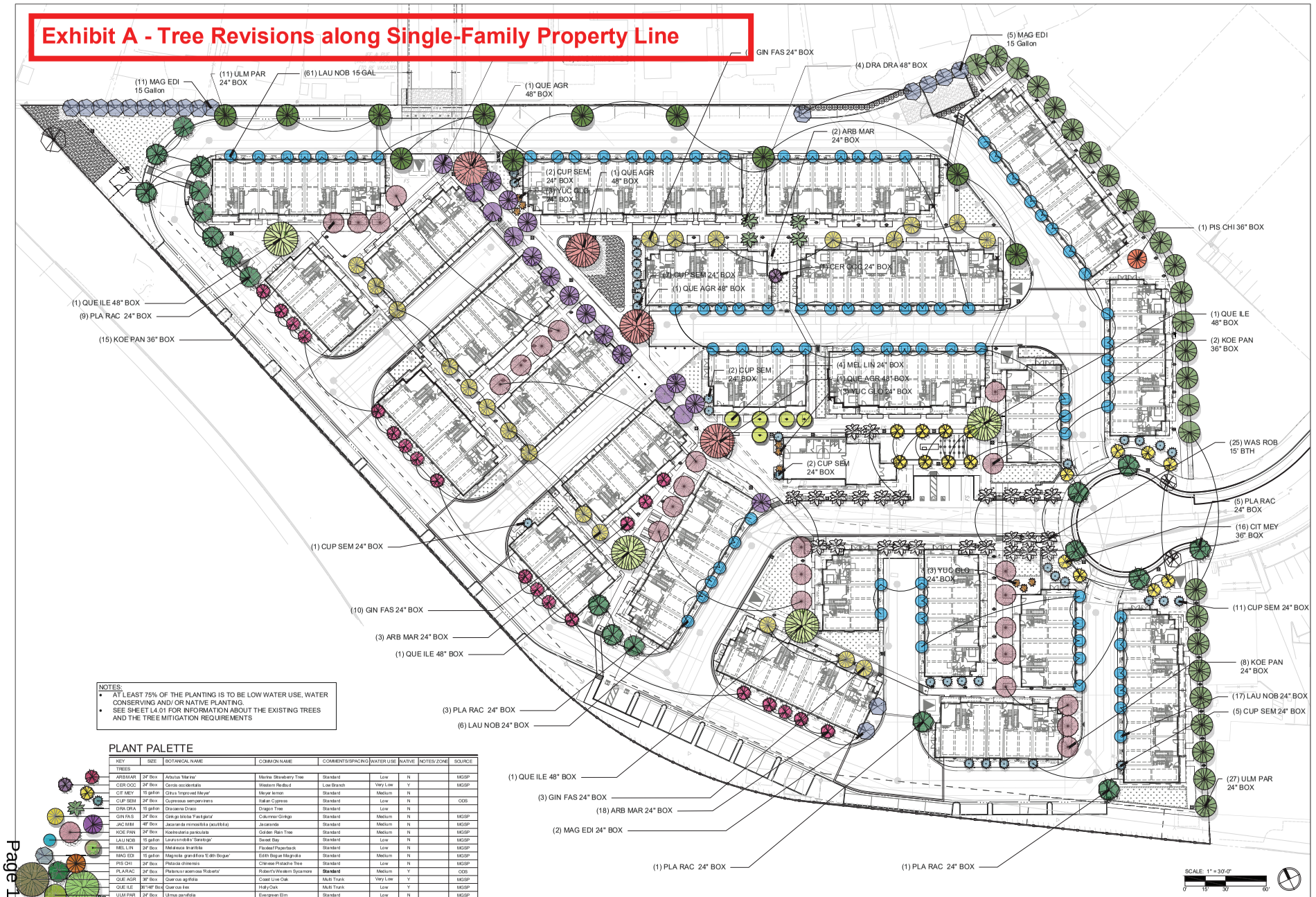
ILLUSTRATIVE LANDSCAPE PLAN

Job No. 22029
Date: 03/17/2026
Scale: 1" = 30'-0"
Drawn By:

Sheet No:

L1.01

Exhibit A - Tree Revisions along Single-Family Property Line



NOTES:
- AT LEAST 75% OF THE PLANTING IS TO BE LOW WATER USE, WATER CONSERVING AND/ OR NATIVE PLANTING.
- SEE SHEET L4.01 FOR INFORMATION ABOUT THE EXISTING TREES AND THE TREE MITIGATION REQUIREMENTS

PLANT PALETTE

KEY	SIZE	BOTANICAL NAME	COMMON NAME	COMMENTS/SPACING	WATER USE	NATIVE	NOTES/ ZONE	SOURCE
TREES								
ARB MAR	24" Box	Arbutus 'Marina'	Marina Strawberry Tree	Standard	Low	N		MGSP
CER OCC	24" Box	Cercis occidentalis	Western Redbud	Low Branch	Very Low	Y		MGSP
CIT MEY	15 gallon	Citrus 'Improved Meyer'	Meyer lemon	Standard	Medium	N		
CUP SEM	24" Box	Cupressus sempervirens	Italian Cypress	Standard	Low	N		ODS
DRA DRA	15 gallon	Dracaena Draco	Dragon Tree	Standard	Low	N		
GIN FAS	24" Box	Ginkgo biloba 'Fastigiata'	Columnar Ginkgo	Standard	Medium	N		MGSP
JAC MIM	48" Box	Jacaranda mimosifolia (acutifolia)	Jacaranda	Standard	Medium	N		MGSP
KOE PAN	24" Box	Koelreuteria paniculata	Golden Rain Tree	Standard	Medium	N		MGSP
LAU NOB	15 gallon	Laurus nobilis 'Saratoga'	Sweet Bay	Standard	Low	N		MGSP
MEL LIN	24" Box	Melaleuca linariifolia	Flaxleaf Paperback	Standard	Low	N		MGSP
MAG EDI	15 gallon	Magnolia grandiflora 'Edith Bogue'	Edith Bogue Magnolia	Standard	Medium	N		MGSP
PIS CHI	24" Box	Pistacia chinensis	Chinese Pistache Tree	Standard	Low	N		MGSP
PLA RAC	24" Box	Platanus racemosa 'Roberts'	Robert's Western Sycamore	Standard	Medium	Y		ODS
QUE AGR	36" Box	Quercus agrifolia	Coast Live Oak	Multi Trunk	Very Low	Y		MGSP
QUE ILE	36"/48" Box	Quercus ilex	Holly Oak	Multi Trunk	Low	Y		MGSP
ULM PAR	24" Box	Ulmus parvifolia	Evergreen Elm	Standard	Low	N		MGSP
WAS ROB	15' BTH	Washingtonia robusta	Mexican Palm	Matching	Low	N		MGSP
YUC GLO	15 Gallon	Yucca gloriosa	Spanish Dagger	Multi Trunk	Low	N		

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THE SOBRATO ORGANIZATION

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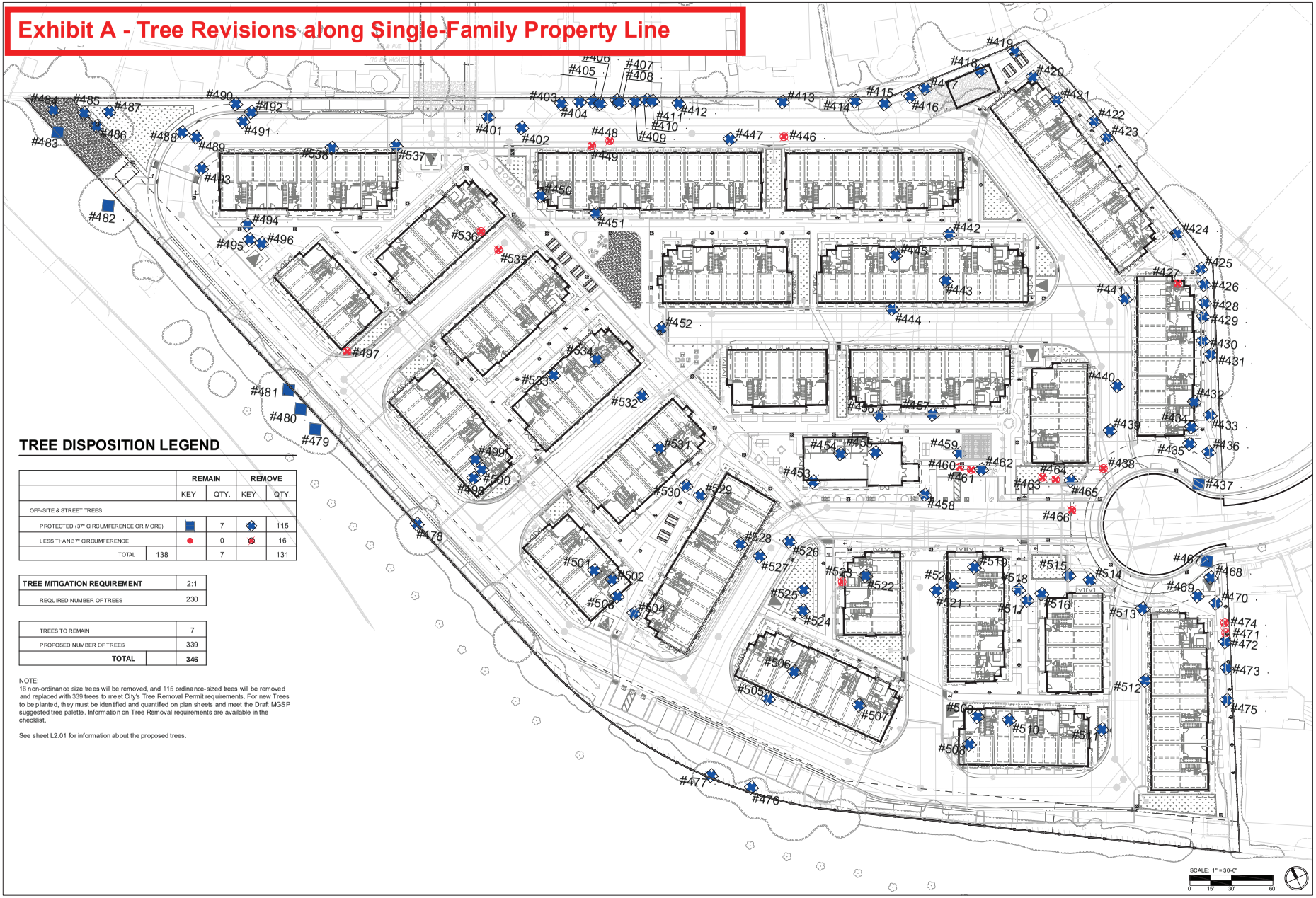
Landscape Architects | Land Planners
Pier 9, The Embarcadero, Suite 115
San Francisco, CA 94111 | www.tgp-inc.com

Sheet Title:
Tree Planting Diagram

Job No. 22029
Date: 03/17/2026
Scale: 1" = 30'-0"
Drawn By:

Sheet No:
L2.01

Exhibit A - Tree Revisions along Single-Family Property Line



TREE DISPOSITION LEGEND

		REMAIN		REMOVE	
		KEY	QTY.	KEY	QTY.
OFF-SITE & STREET TREES					
PROTECTED (37" CIRCUMFERENCE OR MORE)			7		115
LESS THAN 37" CIRCUMFERENCE			0		16
TOTAL	138		7		131

TREE MITIGATION REQUIREMENT	2:1
REQUIRED NUMBER OF TREES	230

TREES TO REMAIN	7
PROPOSED NUMBER OF TREES	339
TOTAL	**346**

NOTE:
16 non-ordinance size trees will be removed, and 115 ordinance-sized trees will be removed and replaced with 339 trees to meet City's Tree Removal Permit requirements. For new Trees to be planted, they must be identified and quantified on plan sheets and meet the Draft MGSP suggested tree palette. Information on Tree Removal requirements are available in the checklist.

See sheet L2.01 for information about the proposed trees.

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: Urban Design

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: Oakland, California 94612
: (510) 451 - 2850

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MILPITAS, CA 95035

THE SOBRATO ORGANIZATION

THE Guzzardo Partnership, INC.
Landscape Architects | Land Planners
Pier 9, The Embarcadero, Suite 115
San Francisco, CA 94111 | www.tgp-inc.com

Sheet Title:

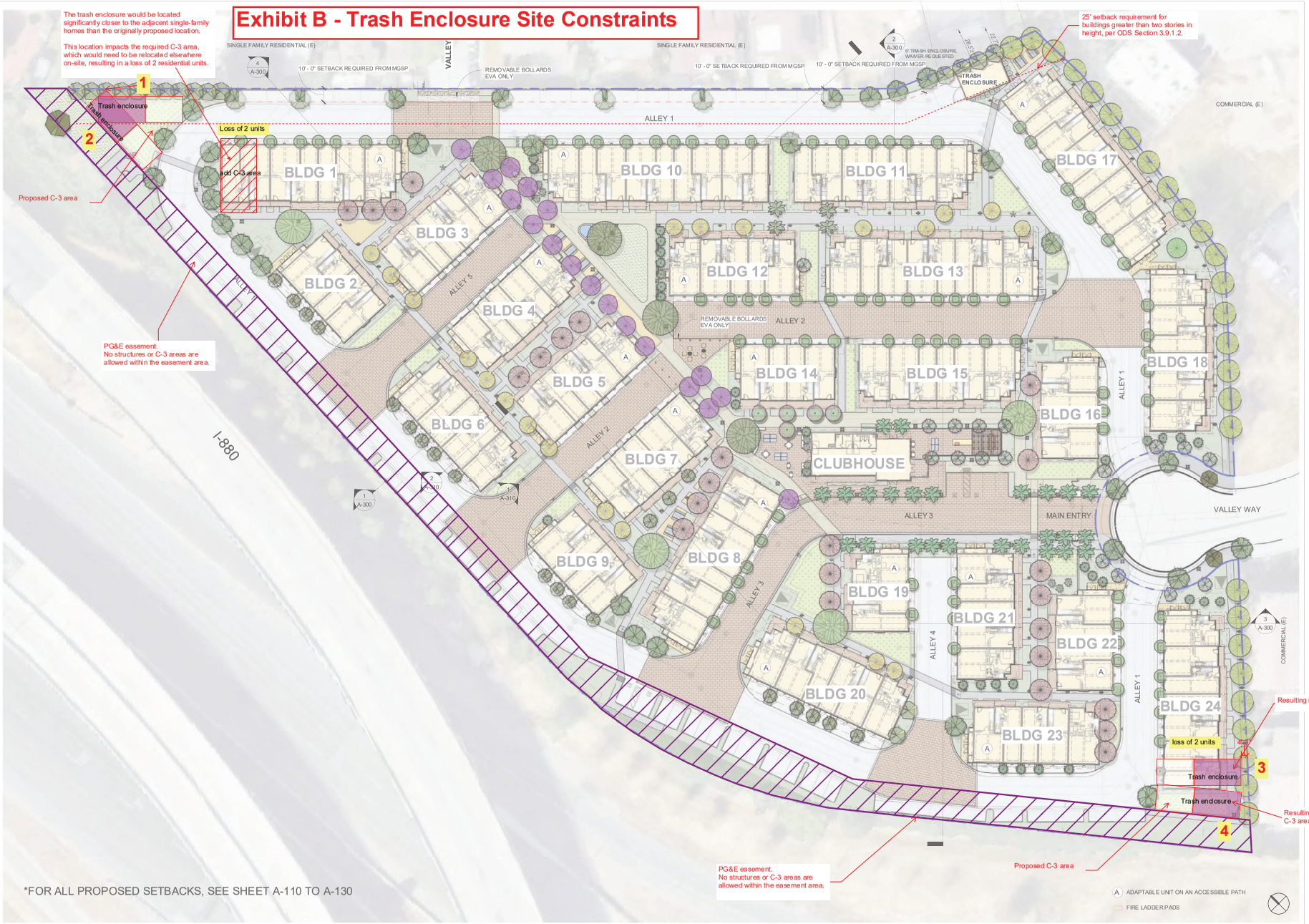
TREE DISPOSITION PLAN

Job No. 22029
Date: 03/17/2026
Scale: 1" = 30'-0"
Drawn By:

Sheet No:

L4.01

Exhibit B - Trash Enclosure Site Constraints



SITE PLAN | 1" = 30'-0" | 1

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THE SOBRATO ORGANIZATION
599 CASTRO STREET SUITE 400, MOUNTAIN VIEW, CA 94041

Sheet Title:
ILLUSTRATIVE SITE PLAN

Job No. 22029
Date: 5/28/2026
Scale:
Drawn By: Author

Sheet No:
A-100

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Sobrato
600 Valley Way
Milpitas, CA
Solid Waste Management Plan

Problem: Design a waste and recycling system for this residential for-sale townhome project comprised of 134 townhomes that that minimizes upfront and ongoing costs, staffing requirements and environmental impacts, while providing convenient trash disposal for residents and commercial tenants. Please note the word “trash” when used in this plan covers waste, recyclable materials, and organic materials.

Waste and Recycling: The City of Milpitas has granted an exclusive franchise for waste and recycling removal to Milpitas Sanitation starting in September 2017. Milpitas Sanitation provides waste, commingled recycling and food scraps collection. Waste rates were increased January 1, 2024. Waste and Recycling charges are regulated by the city for residential properties under city ordinance #276.1.

State and Local Recycling Mandates: As of July 1, 2012, under Assembly Bill 341, State law requires commercial establishments (businesses, schools, and apartments) to recycle. This law was further extended by AB1826 to require organics diversion by all business with more than 4 cubic yards of waste per week and all residential properties with more than 5 units. However, residential properties were not required to divert organic food waste under AB1826. The food waste separation exception was eliminated under California Law SB1383 starting January 2022. This law implements mandatory food waste diversion for all residential, multi-family and commercial business without exception. These laws direct local jurisdictions to implement recycling and composting regulations and programs. Currently, the City of Milpitas requires all residential and commercial entities to recycle paper, cardboard, glass, aluminum and metal containers, and PET (#1) and HDPE (#2) plastic bottles. These can be commingled to be sorted by franchised waste hauler if put into a roll off compactor. **If front load service is used then paper and container recycling must be separated.** Food waste must be collected separately in all portions of the project. Please note that front load compacted organics/food waste service is not available.

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Specific Project Design Recommendations: There are several critical trash system design issues:

First, **to meet the State requirements of AB 341, AB 1826, and SB 1383, trash must be collected in three streams (waste, mixed recycling, and food scraps).** Milpitas Sanitation further requires that all recycling be separated into paper recycling and container recycling unless collected in a roll-off container. **Any yard care debris will need to be diverted as part of the HOA's landscaping contract.**

Second, for this development residential trash be collected via concierge collection service. The HOA would employ a concierge or private trash collection service. Homes will have all materials taken by the collection service and aggregated in central roll off compactors, for waste and mixed recycling. Food scraps will be collected in loose 2CY bins. Please note that the hauler has confirmed that if roll off compactors are used, the recycling streams can be commingled. Space has been identified for an appropriately sized trash enclosure equipped with roll off compactors.

Third, front load service requires 25' clearance height and roll-off service requires 18' clearance height.

Total Residential Trash Volume Projections:
The following metrics were used to project residential waste and recycling levels:

Residential Waste: 0.475 Cubic Yard (96 gallon) per week/unit. NOTE: This is the equivalent of ~ 7 large kitchen garbage cans per unit weekly (~7 - 13 gallons bags).

Residential Recycling: 0.475 Cubic Yard (96 gallon) per week/unit. NOTE: This is the equivalent of ~ 7 large kitchen garbage cans per unit weekly (~7 - 13 gallons bags).

Residential Container Recycling: 0.025 Cubic Yard (5 gallon) per week/unit.

Residential Food scraps: 0.012 Cubic Yard (2.4 gallon) per week/unit. NOTE: This is the equivalent of small food scraps pail per unit week.

Below is a summary of projected loose trash volumes

Units	Loose Waste Volume CY/WK	Loose Paper Recycle Volume CY/WK	Loose Container Recycle Volume CY/WK	Loose Food scraps Volume CY/WK
134	63.7	57.0	6.7	1.6

Below is a summary of projected compacted trash volumes with Roll-Off Compacted Waste & Mixed Recycling

Units	Comp Waste Volume CY/WK	Comp Mixed Recycle Volume CY/WK	Loose Food scraps Volume CY/WK	# of 15CY COMP Waste Bins/WK	# of 15CY COMP Recycle Bins/WK*	# of 2CY Loose Food scraps Bins/WK
134	15.9	15.9	1.6	1.1	1.1	1

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Proposed Residential Trash Handling System.

Trash will be collected in up to 5 different streams at each residence: waste, paper recyclables, container recyclables, food scrap food scraps, and yard trimmings. Note that if concierge service with roll-off compactors is elected, recycling can be commingled instead of separated into paper/fibers and containers. If the HOA provides yard care services, it will be responsible for diverting yard trimmings as part of its landscaping contract.

Concierge Collection Option

Given issues with collecting dedicated carts in front of the homes and with the undesirability of trash enclosures, an alternate option for trash service is to employ a private collection service ("concierge") for all the homes and have all materials taken by the collection service and aggregated in a central compactors.

Concierge Trash Service. All homeowners will be provided trash bags for waste and recycling (either paper/fiber or mixed, depending on the ultimate compaction scheme), a pail for food scraps, and if needed a separate bag or container for container recycling. Please note that compost/food scraps must be collected in clear plastic bags/compostable bags or paper bags, per city requirements. Homeowners place their trash in front of their homes the evening prior to a predetermined collection day. A private contractor will pick up trash late morning to avoid early AM traffic. Materials will be transported to central compactors for ultimate pickup by Milpitas Sanitation. Setting bags out in front of homes is less of a driving hazard than plastic carts. Concierge providers have smaller vehicles (normally a pickup truck pulling a trailer) that can easily and safely navigate the development's roads.

Sample Bags set out for collection:

Compactor Enclosure. The trash enclosure will require two compactors: a 15CY machine for waste and a 15CY compactor for mixed recycling. Food scraps will be aggregated in a 2CY hauler-provided bin. Space is also required for storage of towable trailers, easy access to the front of the roll off compactors,

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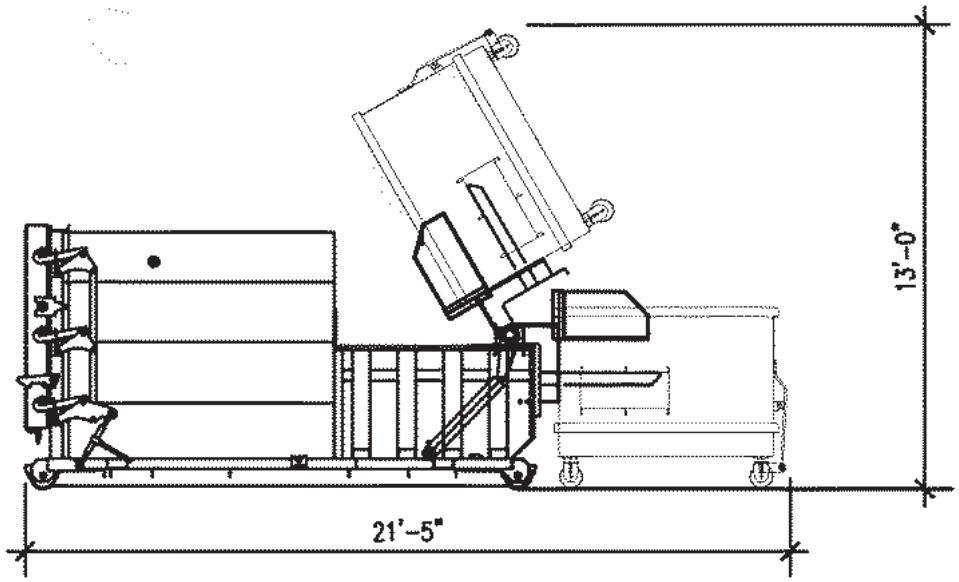
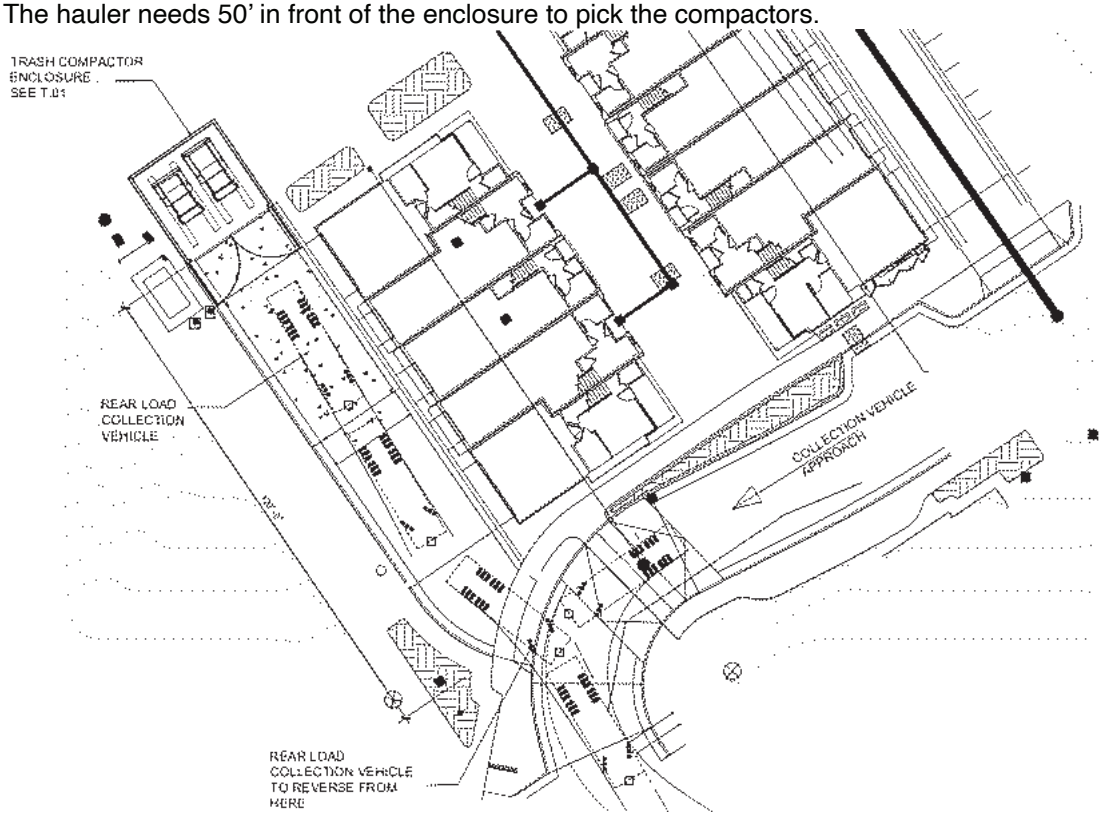
and room for tipping the trailers. The hauler will service the compactors and food scraps bin directly from the enclosure.

Roll-off Compactor Loading:



The hauler needs 50' in front of the enclosure to pick the compactors.



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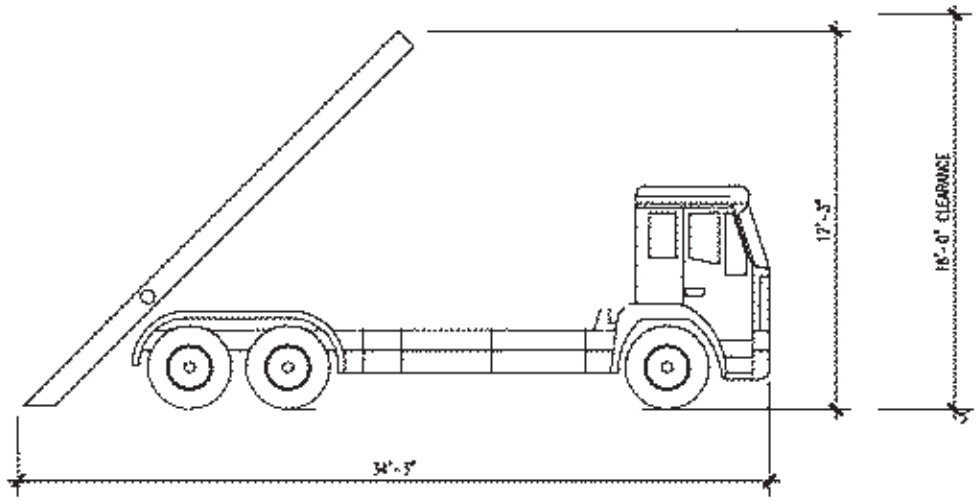
Roll-off Truck Information

Roll-off trucks are generally 34’ in length (though some are smaller) and require at a minimum 18’ overhead clearance for servicing containers, although more clearance is necessary is for longer containers and compactors.



ROLL OFF COLLECTION VEHICLE

AMERICAN TRASH MANAGEMENT

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Self Contained Compactors for Waste and Mixed Recycling:

TWO YARD SELF-CONTAINED COMPACTOR

Specifications

		SC-T2-20/25/30/34/38	SC-02-20/25/30/34	SC-T2-20/25/30/34-HTG
Charge Box Capacity		2 Cubic Yard	2 Cubic Yard	2 Cubic Yard
WASTEC Rating		1.52	1.31	1.52
Clear Top Opening		41" x 58"	34" x 58"	41" x 58"
Theoretical Cycle Time		37 Sec	32 Sec	37 Sec
Total Force	Normal	42,700 lbs	39,300 lbs	42,700 lbs
	Maximum	51,250 lbs	47,100 lbs	51,250 lbs
Ram Face Pressure	Normal	24.5 Psi	22.6 Psi	24.5 Psi
	Maximum	29.5 Psi	27.1 Psi	29.5 Psi
Ram Face Dimensions, W X H		60" x 29"	60" x 29"	60" x 29"
Ram Penetration		8"	5.5"	8"
Motor - 3Phase - 208/230/460 Vac		10 Hp	10 Hp	10 Hp
Pump Capacity		10.5 Gpm	10.5 Gpm	10.5 Gpm
Hydraulic Reservoir Capacity		22 GAL	22 Gal	22 Gal
Hydraulic Cylinder	Bore Dia.	Two - 4"	5"	Two - 4"
	Stroke	34"	40"	34"
	Rod Dia.	2"	3"	2"
Operating Pressure	Normal	2000 Psi	2000 Psi	2000 Psi
	Maximum	2400 Psi	2400 Psi	2400 Psi

DIMENSIONS	(A) OVER ALL LENGTH	(B) CLEAR TOP LENGTH	(C) PACKER LENGTH	BASE UNIT WEIGHT	NORMAL CONTAINER CAPACITY
SC-T2-20	17' 4 "	41"	71"	9800 lbs	20 CU YD
SC-T2-25	19' - 11"	41"	71"	10,000 lbs	25 CU YD
SC-T2-30	22' - 1"	41"	71"	10,800 lbs	30 CU YD
SC-T2-34	23' 9"	41"	71"	10,900 lbs	34 CU YD
SC-T2-38	25' - 10"	41"	71"	12,000 lbs	38 CU YD
SC-02-20	19'	34"	90 1/2"	9,860 lbs	20 CU YD
SC-02-25	21' - 7"	34"	90 1/2"	10,100 lbs	25 CU YD
SC-02-30	23' - 9"	34"	90 1/2"	10,800 lbs	30 CU YD
SC-02-34	25' - 5"	34"	90 1/2"	10,900 lbs	34 CU YD
SC-T2-20-HTG	17'	41"	71"	10,260 lbs	20 CU YD
SC-T2-25-HTG	19' - 8"	41"	71"	10,900 lbs	25 CU YD
SC-T2-30-HTG	21' 9"	41"	71"	11,540 lbs	30 CU YD

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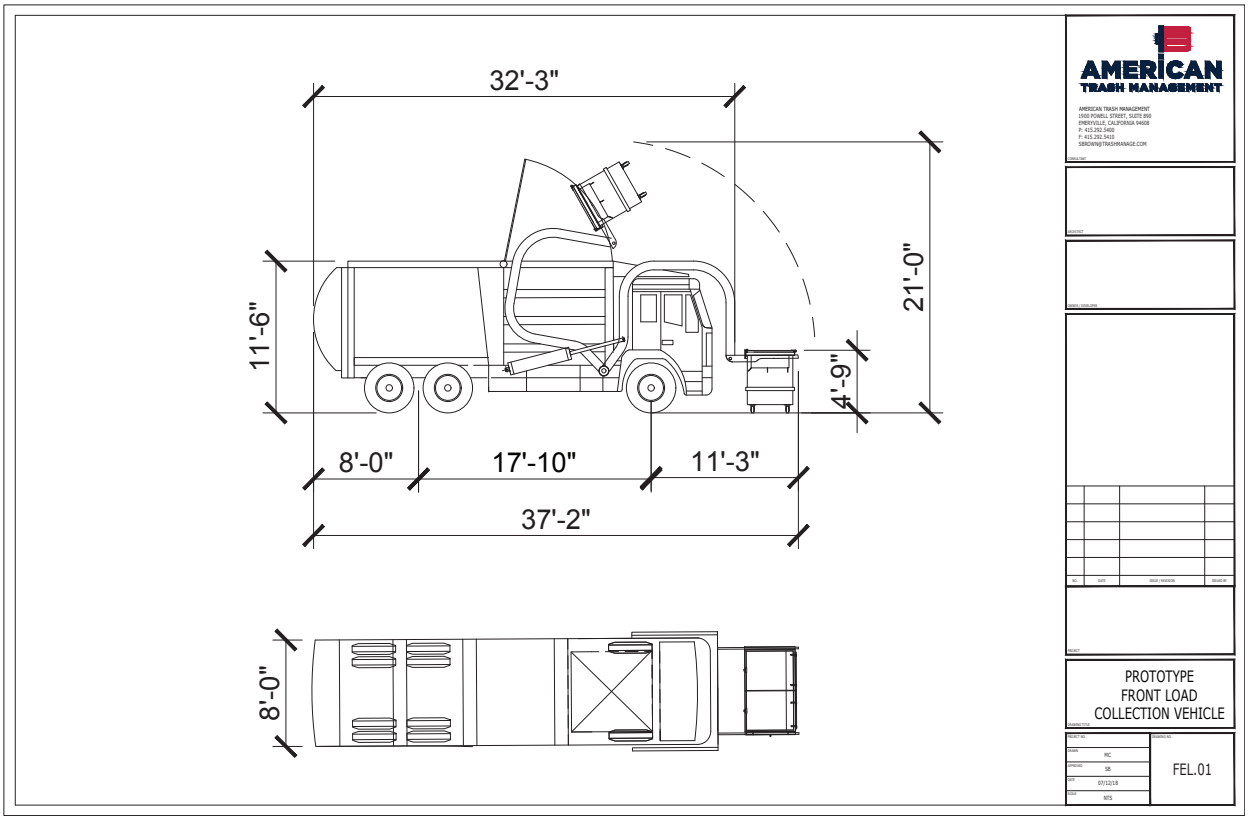
Front Load Service Information: Front load service requires a minimum 25' clearance height. Loose food scraps bin will get serviced outside of the trash enclosure.



Front Load Trash Truck Noise Levels

Location	Decibel Levels
Banging on Bins when Emptying	100
Behind Garbage Truck (while compacting)	89

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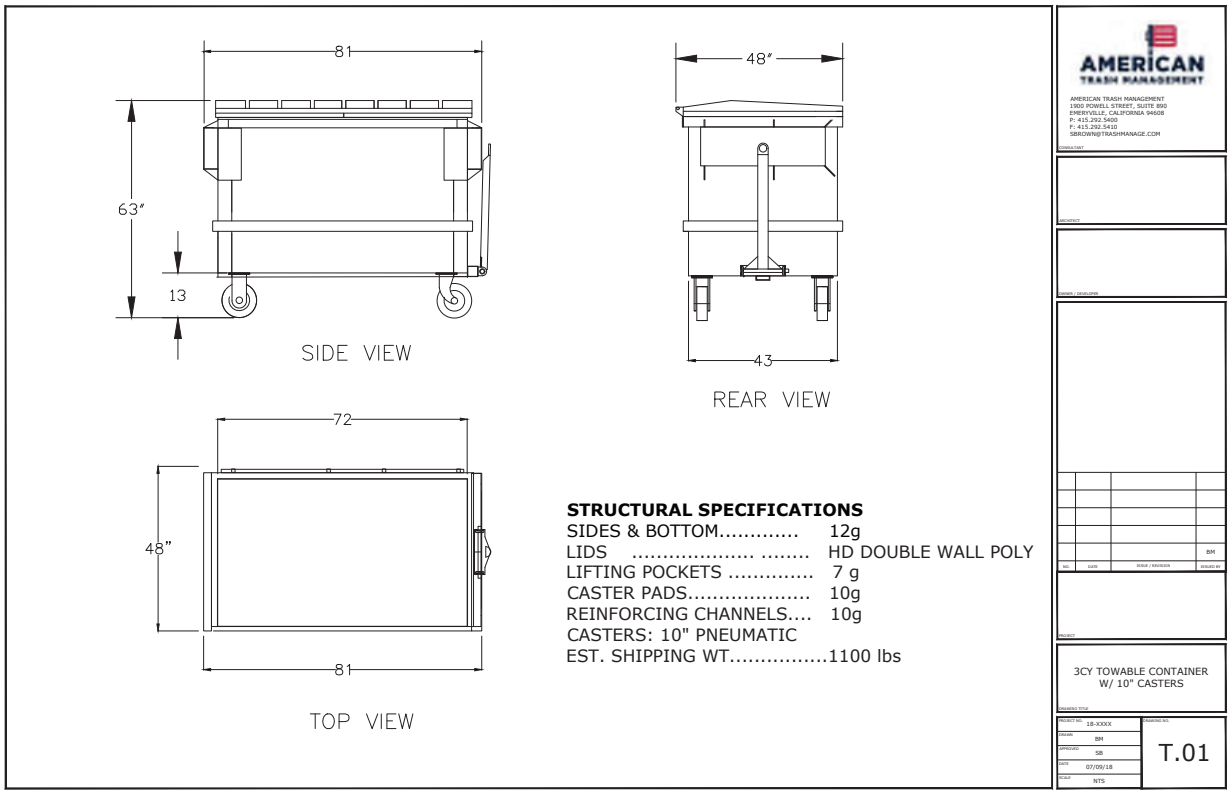
3CY Towable Trailer



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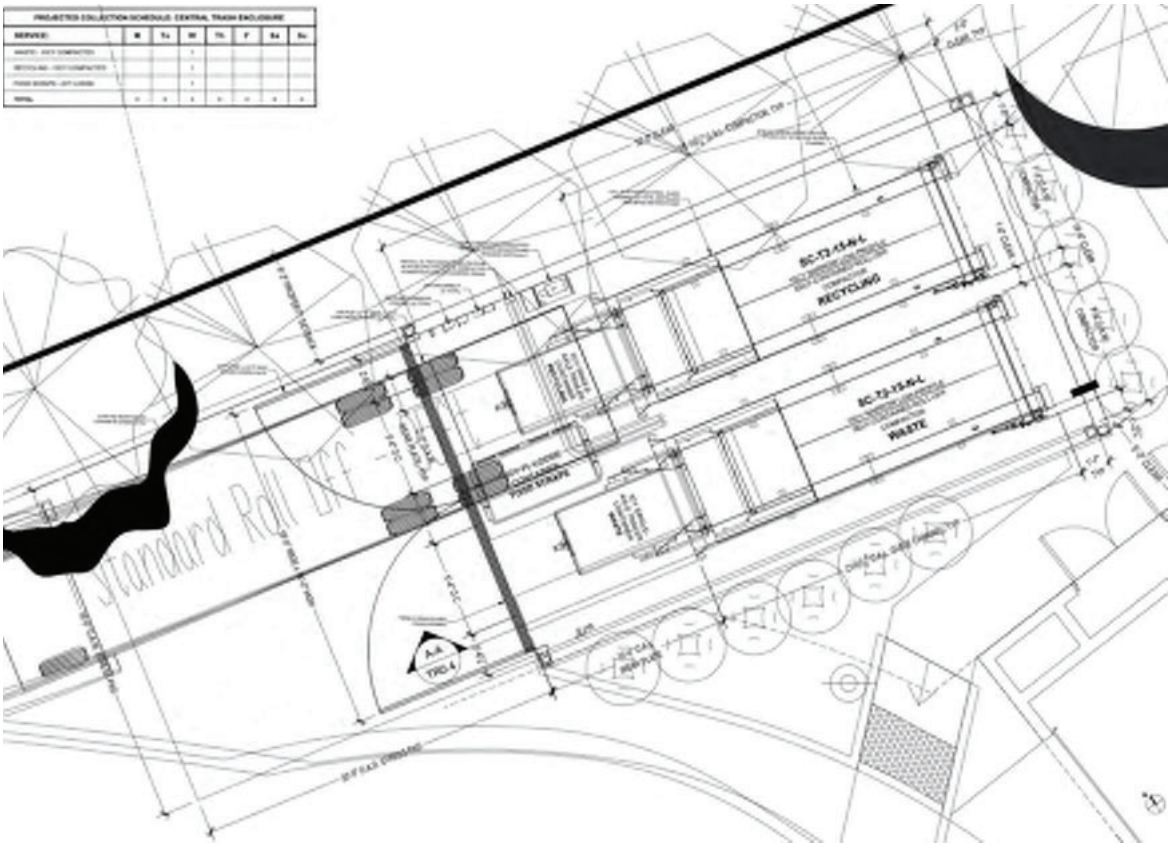
Sample Residential Trash Service Schedules
Actual schedule to be determined by hauler, management, and operating trash levels.

Concierge Service:
CENTRAL Trash Enclosure with Roll-Off Compaction
Service will typically occur the day after the concierge company services the neighborhood.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Compacted Waste 15CY			1			
Compacted Mixed Recycle 15CY			1			
Loose FoodScraps 2CY			1			
Total	**0**	**0**	**3**	**0**	**0**	**0**

Central Enclosure Layout:



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Waste, Recycling and Food scraps Analysis (Rates reflect the rate increase effective January 1, 2024)
Below is a comparative analysis of the disposal and labor costs of handling waste and recycling in loose versus compacted bins. Please note that the projections below are estimates derived from actual audits of comparable multifamily complexes in the San Francisco Bay area. They are not guaranteed. They are to be used for planning purposes only and may be higher or lower than projected.

TOTAL RESIDENTIAL WASTE AND RECYCLING ANALYSIS

ASSUMPTIONS:	**UNITS:**	134		**GALLONS**
Volume Waste:		0.475	cubic yard/week/unit	**95**
Volume Paper Recycling:		0.425	cubic yard/week/unit	**85**
Volume Container Recycling		0.050	cubic yard/week/unit	**10**
Volume Food scraps:		0.012	cubic yard/week/unit	**2**
Compaction Ratio		4	to 1	
Concierge Service		$25.00	Monthly per unit	
Loose Waste Cart Service		0.225	cubic yard carts (45G/19G Split Carts)	
Loose Recycling Cart Service		0.25	cubic yard carts (48G/48G Split Carts)	
Loose Food scraps Cart Service		0.095	cubic yard carts (45G/19G Split Carts)	
Compacted RO Service		15	cubic yard roll-off compactor	
Compacted RO Service		15	cubic yard roll-off compactor	
Compacted FL Waste Service		3	cubic yard bins	
Compacted FL Paper Recycle Service		3	cubic yard bins	
Loose FL Container Recycle Service		0.475	cubic yard carts	
Loose FL Food scraps Service		2	cubic yard bins	

COST BENEFIT CALCULATIONS	PROJECTED	PROJECTED	PROJECTED	PROJECTED
SERVICE-Waste	Loose	Split Cart	Comp-FL	Comp-15RO
SERVICE-Paper Recycling	Loose	Split Cart	Comp-FL	Comp-15RO*
SERVICE-Container Recycling	Loose	Split Cart	Loose	Combined*
SERVICE-Food scraps	Loose	Split Cart	Loose	Loose
Loose Waste Volume - CY	63.7			
Compacted Waste Volume - CY			15.9	15.9
Loose Paper Recycling Volume - C	57.0			
Compacted Paper Recycling Volume - CY			14.2	15.9
Loose Container Recycling Volum	6.7		6.7	
Comp Cont Recycling Volume - CY				
Loose Food scraps Volume - CY	1.6		1.6	1.6
Waste Bins/week	16	134	6	1.1
Paper Recycle Bins/week**	15	134	5	1.1
Container Recycle Carts/week	15		15	
Food scraps Bins/week	1		1	1
Containers/week	47		27	3
SYSTEM CAPITAL COST	$0.00	$0.00	$87,593.80	$160,000.00
WASTE COST/MONTH	$6,736.00		$6,457.20	$5,567.83
PAPER RECYCLING COST/MON	$1,578.75	Included	$1,345.20	$1,801.53
CONTAINERS COST/MONTH	$129.90	Included	$129.90	$0.00
Food scraps COST/MONTH	$199.40	Included	$199.40	$199.40
TRASH COST/MONTH	$8,644.05		$8,131.70	$7,568.77
COMPACTION SAVINGS/MONTH	N/A	N/A	$512.35	$1,075.28
CONCIERGE COST/MONTH	$3,350.00	$0.00	$3,350.00	$3,350.00
NET MONTHLY TRASH COSTS	$11,994.05		$11,481.70	$10,918.77
Monthly Trash Cost per Unit	$89.51		$85.68	$81.48
PAYBACK-MONTHS	N/A	N/A	23	36

***In Milpitas roll-off compacted recycling can be combined**

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WASTE AND RECYCLING RATES (PARTIAL) - valid thru 12/31/2026

City:	City of Milpitas
Franchise:	Milpitas Sanitation

Front Load Multi-Family Waste Rates:	Loose 3CY	Loose 4CY	Compacted 3CY	Compacted 4CY
1 x Week	$358.74	$421.00	$1,076.20	$1,263.00
2 x Week	$705.01	$824.81	$2,115.04	$2,474.43

Front Load Multi-Family Paper/Fiber Rates:	Loose 3CY	Loose 4CY	Compacted 3CY	Compacted 4CY
1 x Week	$89.68	$105.25	$269.04	$315.75
2 x Week	$176.25	$206.20	$528.76	$618.61

	Food scraps 2CY-Loose	Food scraps 1CY-Loose	Containers 96G Carts
1 x Week	$199.40	126.37	$8.66
2 x Week	$385.47		$15.15

Roll-Off	Per Haul	Plus Per ton	Tons/CY
10-15CY Waste	$784.41	$114.06	0.25
12CY Mixed Recycle	$392.20	$0.00	
15CY Mixed Recycle	$392.20		

Approximate Equipment Costs

Roll-off Compactor	$80,000.00	Self-contained compactor sized to project, tax, ship, install
Stationary Compactor	$43,796.90	STS-500X, 2-3CY Towable bins, tax, ship Install

The system capital costs above are estimates utilized for planning purposes only. Pricing includes tax, shipping and install costs. Due to frequently changing values, do not use these estimates for any other purpose.

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Mountain View, CA 94041
clayden@sobrato.com
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Caroline Layden clayden@sobrato.com Senior Development Manager The Sobrato Organization Security Level: Email, Account Authentication (None)	Signed by: Caroline Layden 2461D5161DBD4DF... Signature Adoption: Pre-selected Style Using IP Address: 76.132.69.212	Sent: 6/12/2026 12:37:48 PM Viewed: 6/12/2026 12:37:55 PM Signed: 6/12/2026 12:38:29 PM Freeform Signing

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Envelope Sent	Hashed/Encrypted	6/12/2026 12:37:48 PM
Certified Delivered	Security Checked	6/12/2026 12:37:55 PM
Signing Complete	Security Checked	6/12/2026 12:38:29 PM
Completed	Security Checked	6/12/2026 12:38:29 PM

Payment Events	Status	Timestamps

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June 12, 2026

Kristina Phung, AICP
Senior Planner
City of Milpitas Planning Department
455 E. Calaveras Blvd.
Milpitas, CA 95035
kphung@milpitas.gov

Re: June 16, 2026 City Council Hearing Item No. 20 – Sobrato Townhome Project, 600 Valley Way (APNs 222-80-022, -024, -025) (Site Development Permit P-SD24-0005, Vesting Tentative Map No. MT24-0002, Density Bonus Permit No. DB24-0001, and Environmental Assessment No. EA24-0003)

Dear All:

This firm represents The Sobrato Organization (the "Applicant") in regard to Item No. 20 on the June 16, 2026 City Council Meeting Agenda, the 600 Valley Way Residential Development Project (the "Project"), which is located on the approximately 7.22-acre site at 600 Valley Way (APNs 222-80-22, 222-80-24, and 222-80-25) (the "Project Site") in the City of Milpitas (the "City"). The Project will replace three existing non-residential structures with a new 134-unit for-sale residential community, including 20 for-sale units available below market rate for affordable housing for moderate-income households. The Applicant carefully monitored the Milpitas Gateway-Main Street Specific Plan ("MGSP") adoption process to align the Project with the MGSP, and the Project is also included in the City's Housing Element on the Sites Inventory.[1] The Applicant team has also collaborated with City staff and listened closely to community concerns. As a result, the Project presents an exciting opportunity for the City to deliver much-needed for-sale affordable housing, realize the vision of the MGSP, and fulfil the City's Housing Element commitments.

We have previously written to the City regarding the Project's Preliminary Application pursuant to the Housing Crisis Act (SB 330), the State Density Bonus Law ("SDBL"), and other state housing law topics related to the Project application and the Project's May 27, 2026 Planning Commission hearing. All prior correspondence is incorporated herein. The specific purpose of this

[1] See City of Milpitas Housing Element 2023-2031, Appx. E: Future Housing Needs, p. E-31.

letter is to highlight the Project's robust protections under state housing law, and to explain how and why the Project qualifies for SDBL waiver benefits.

Collaboration with Staff and Community Members

As explained further in the Applicant's letter, the Applicant has been engaged with staff and the community through the Project design and approval process. The Applicant monitored the MGSP adoption process to prepare the Project consistent with the MGSP and has worked with staff to address a variety of design issues. At the May 27, 2026 Planning Commission meeting, community members and commissioners raised several questions about trees and the trash enclosure. Since then, the Applicant has followed up with community members, worked with staff on adjustments and refinements, and now provides a detailed explanation of its efforts and the rationale for the Project's final design of the trash enclosure. This more than satisfies state law, as described below. We also appreciate the City Attorney and staff's willingness to work through concerns regarding the Conditions of Approval, which have now been successfully resolved.

State Housing Law

The Project qualifies as a "housing development project" under the Housing Accountability Act (HAA)[2] and is also included on the City's Housing Element Sites Inventory.[3] The Applicant submitted a Preliminary Application pursuant to the Housing Crisis Act (SB 330) that was complete on January 7, 2026,[4] and has submitted a Density Bonus Permit Application for benefits under the State Density Bonus Law (SDBL),[5] described further below. As a result, the Project benefits from a variety of state law protections. These include that the Project shall only be subject to standards, policies, and requirements in effect as of the SB 330 Preliminary Application date, including fee rates.[6] Only mandatory, objective requirements can be imposed on the Project.[7] Unless an exception applies, fee payments cannot be required until final inspection or certificate of occupancy, whichever occurs first.[8] The Applicant's development rights and entitlements are subject to vesting pursuant to SB 330, which lasts for two (2) and one half years from and after the date of issuance of the "final approval" for the Project,[9] where "final approval" is defined as the date when "the housing development project has received all necessary approvals to be eligible to apply for, and obtain, a building permit or permits."[10]

[2] Gov. Code § 65589.5(h)(2).
[3] See City of Milpitas Housing Element 2023-2031, Appx. E: Future Housing Needs, p. E-31.
[4] See Gov. Code §§ 65589.5, 65941.1.
[5] Gov. Code § 65915.
[6] Gov. Code § 65589.5(o).
[7] Gov. Code § 65589.5(f).
[8] Gov. Code § 66007.
[9] Gov. Code § 65589.5(o)(2)(D).
[10] Gov. Code § 65589.5(o)(2)(D).

The Project complies with all objective standards, which is not negated by the use of SDBL waivers and concessions.[11] As a result, the City cannot deny the Project or impose requirements that would reduce project density unless it identifies specific health or safety impacts that cannot be mitigated.[12] No such impacts exist for this Project, and there is no such evidence in the staff report, prior reports and records of the May 27, 2026 Planning Commission Meeting, or in the environmental analysis for the Project.

State Density Bonus Law – Waivers #2 and #9 (Trash Enclosure)

As previously described in our April 23, 2026 State Density Bonus Law letter, the Project requires one (1) concession and ten (10) waivers from development standards. That letter further describes the requested concession and waivers, and the legal bases for the requests and City approval.

The purpose of this section is to provide greater detail on the limited requirements for the Applicant to request a waiver with respect to Waivers #2 and #9, which are required for the location of the Project's trash enclosure. The Project is entitled to "a waiver or reduction of development standards that will have the effect of physically precluding the construction of a development . . . at the densities or with the concessions or incentives permitted [by the SDBL]," and there is no limit on the number of waivers that may be sought.[13] The Applicant is required to list requested waivers and provide an "adequate explanation of why the development standard for which any waiver is sought would have the effect of physically precluding the construction of the housing development," but the SDBL does not allow cities to require "additional reports or studies."[14] Cities can request "reasonable documentation" such as a list of requested waivers and the reduction in density that would result from the denial of each waiver, but cannot require reports, drawings and elevations, consultants, or alternative designs to justify the waiver request.[15] Ultimately, the burden is on a city, not an applicant, to approve a waiver unless it results in a "specific, adverse impact" "upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact," the waiver would have an "adverse impact" on a historic resource, or the waiver "would be contrary to state or federal law."[16]

Here, our April 23, 2026 State Density Bonus Law letter identifies the requested waivers for the location of the trash enclosure and the loss of units that would result otherwise. The Applicant has also described in their letter the multiple conflicts that arise from locating the trash enclosure elsewhere, submitted plans identifying these conflicts, and described intensive collaboration with

[11] § 65589.5(j)(3)).
[12] Gov. Code § 65589.5(j).
[13] Gov. Code § 65915(e).
[14] Gov. Code § 65915(a)(2); HCD, City of Baldwin Park Letter of Technical Assistance (November 13, 2025), p. 4
[15] HCD, City of Encinitas Notice of Violation (March 25, 2021), p. 5; HCD, City and County of San Francisco Notice of Violation (December 29, 2022), p. 2; HCD, City of Encinitas Notice of Violation (January 20, 2022), p. 3; HCD, City of Jurupa Valley Notice of Potential Violation (November 12, 2024), p. 2; see also *Wollmer v. City of Berkeley* (2011) 193 Cal.App.4th 1329, 1346-1347.
[16] Gov. Code § 65915(e)(1); HCD, City of Encinitas Notice of Violation (March 25, 2021), pp. 3-4; see also *Schreiber v. City of Los Angeles* (2021) 69 Cal.App.5th 549, 556.

Planning staff and outreach with community members to identify if any alternative locations were possible. This goes above and beyond state law requirements, and more than satisfies the Applicant's obligation to demonstrate the need for the waiver. Further, there is no indication in staff reports or environmental analysis that any health and safety impact or another rationale exists for denying the waivers requested.

Thank you for your consideration of the Project. We respectfully request that you approve the Project and are deeply appreciative of City staff's hard work and cooperation. The Applicant looks forward to bringing the Project to fruition to realize the MGSP and satisfy the City's Housing Element commitments

Sincerely yours,

HOLLAND & KNIGHT LLP

Tamsen Plume

cc: Christopher Creech, Assistant City Attorney
Caroline Layden, The Sobrato Organization
Nathaniel Bernstein, Holland & Knight

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Review and Approve the Proposed Storefront Crime Prevention Program (Staff Contact: Madison Nguyen, Interim Economic Development Director, 408-586-3046)**
Category:	Community Development
Meeting Date:	6/16/2026
Recommendation:	Approve the proposed Storefront Crime Prevention Program strategy

BACKGROUND:

On December 2, 2025, City Council allocated $100,000 of one-time funds to support a Storefront Crime Prevention business initiative. Staff have developed an implementation strategy for the City Council's review and consideration. The program is designed to provide financial assistance to small businesses, defined as twenty-five (25) or fewer employees, for security-related physical improvements to mitigate property damage, vandalism, and retail theft.

Small businesses constitute approximately 90% of all enterprises in Milpitas. Unlike larger corporations, small businesses often lack sufficient capital reserves to recover from repetitive property damage or invest in high-end security infrastructure. The initiative is designed to help bridge that gap by funding physical security enhancements to mitigate the impacts of burglary, vandalism, and retail theft.

ANALYSIS:

The financial framework for this initiative is based on a total funding pool of $100,000. The proposed eligible item for funding is the purchase and installation of shatterproof window film, with an estimated cost of $230 per 48" x 25' roll. The installed cost of the material is estimated at $10 to $12 per square foot, and $5 per linear foot of caulking where necessary. Individual businesses could be eligible for up to a $4,000 grant covering both materials and installation, which enables the program to support a minimum of 25 projects. This balances the needs of any single business while maintaining the program's goal of maximizing reach. Grants are capped at $4,000 per business; costs for larger storefronts may exceed this cap, with out-of-pocket costs determined by the size of each business's windows and doors. Storefront glass requirements can range from 90 square feet for smaller shops to upwards of 500 square feet for larger retail spaces.

Staff conducted an analysis of various security deterrents, including bollards, roll-down metal gates, and surveillance systems. Shatterproof window film was identified as the most viable security improvement that can be implemented by a program of this scale for the reasons detailed below:

- Cost Efficiency and Scalability: The window film option allows the City to maximize the $100,000 allocation. This enables the program to serve a greater number of small businesses, whereas more expensive structural options (like bollards and roll-up doors) might fund significantly fewer projects.
- Passive Deterrence and Delayed Entry: Security film does not stop glass from shattering; however, it is engineered to hold glass shards together upon impact. By preventing "smash-and-grab" entry, it forces intruders to spend significantly more time and effort to gain access to a business. This may lead to the intruder abandoning the attempt before they are able to enter the business. Additionally, security film can provide a "transparent shield" without the less desirable appearance of solutions like metal bars.
- Operational Continuity: Traditional glass breakage results in high clean-up costs and temporary business closures. Window film helps maintain the structural integrity of the storefront even after an attempted breach, allowing businesses to remain operational while awaiting permanent glass replacement.

- Reduced Administrative Burden: Unlike roll-down doors or exterior bollards, window film would not require permits from the Building Department or an architectural review.

Outreach to the Business Community

Since 2023, 996 property-related crimes have been reported in the areas around Milpitas' shopping centers. In 2025 alone, 305 property crime cases were recorded. Staff conducted in-person outreach to a variety of small businesses in the city to assess interest in the Storefront Crime Prevention Program and in the window film option. Contacted businesses were broadly supportive of the proposed shatterproof window film approach, with several citing recent break-ins and the high cost of glass replacement. If City Council approves the proposed program, staff will execute a comprehensive outreach strategy to all small businesses in the city that will include direct in-person outreach and digital outreach to notify potential applicants of the program.

Eligibility Requirements

To ensure funds are used effectively and legally, applicants must meet the following criteria:

- Must be a for-profit small business located within Milpitas city limits
- Employ 25 or fewer people
- Operate a physical storefront with windows that are potential points of entry
- Must possess a valid Milpitas Business License and have no outstanding City code violations

Application Process

Staff will conduct direct in-person outreach and leverage the City's digital marketing channels to raise awareness about the program and encourage businesses to apply. The proposed application process is detailed below:

How to Apply

1. Confirm eligibility and review program guidelines.
2. Complete the fillable PDF application that includes the size of windows and provide a copy of the active Business License to econdev@milpitas.gov.
3. The Office of Economic Development will confirm eligibility and determine grant award.

Implementation

The City will enter into a contract with a vendor to both purchase and install the shatterproof window film for approved applicants. The value of each grant will vary, as different businesses have different needs depending on storefront and window sizes. This approach would require the City to launch a competitive bidding process, per the City's municipal code, due to the program's value. It will not require businesses to pay up-front costs for the purchase and installation of the materials. The resulting agreement will be executed under the City Manager's purchasing authority.

POLICY ALTERNATIVE(S):

Alternative 1: Reduce the maximum grant amounts to allow for the program to support a larger number of small businesses.
Pros: Increases the potential number of businesses that the program can benefit.
Cons: This option may result in small businesses with larger physical storefronts having to pay a portion of the cost of materials and/or installation.
Reason for Not Recommending: Requiring upfront capital may introduce a financial barrier for some businesses, ultimately risking reduced program adoption and inequitable outcomes.

Alternative 2: Do not approve the strategy as presented and request that Staff return with an alternative implementation strategy for consideration.
Pros: Allows Council to direct staff toward different security improvements or program structures.
Cons: This option will delay the launch of the Storefront Crime Prevention Program.

Reason for Not Recommending: Staff evaluated multiple security improvements and identified window film as the most cost-effective and scalable option that does not require Planning or Building permits; returning with an alternative strategy would delay assistance to businesses without a clear benefit.

PROJECT SCHEDULE/KEY MILESTONES

Pending City Council approval, staff will launch the competitive bidding and vendor selection process. Once a vendor is selected, approved, and under contract, staff will launch a marketing campaign. Staff is targeting an October 2026 start date for the program, which will continue until appropriated funds are exhausted. Staff will provide a report to City Council on outcomes after one year of implementation that will include performance indicators such as conversion rates, completed projects, and qualitative data from the business community.

FISCAL IMPACT:

On December 2, 2025, the City Council appropriated $100,000 in one-time funds for the Storefront Crime Prevention Program. Sufficient funds are available, and no additional appropriation is required to implement the program.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

ATTACHMENT(S): None.