



SPECIAL JOINT MEETING OF THE MILPITAS CITY COUNCIL AND HOUSING AUTHORITY



AGENDA

TUESDAY, NOVEMBER 4, 2025

CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA
5:00 PM (CLOSED SESSION & 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_oJEZDrDnTx-X5qKUvsz26w

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

MILPITAS CITY COUNCIL CODE OF CONDUCT

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

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk (5:30 PM)

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency's Designated Representative(s): Rick Bolanos, Liebert Cassidy Whitmore

Employee Organization(s): Professional and Technical Employees, Mid-Management and Confidential Employees, Milpitas Employees Association, Unrepresented Employees

(b) PUBLIC EMPLOYEE APPOINTMENT AND HIRING

Pursuant to Government Code Section 54957(b)(1)

Employee Position: City Attorney

CLOSED SESSION ANNOUNCEMENT:

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

PLEDGE OF ALLEGIANCE

INVOCATION (Vice Mayor Barbadillo)

PRESENTATIONS

- Nurse Practitioner Week (Proclamation)

PUBLIC FORUM

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

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR

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

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

Recommendation: Receive City Council Calendar of Meetings for November 2025.

- C2. 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.

C3. 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.

C4. Accept the Commission and Committee Annual Report and Approve Work Plans for FY 2025-26 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Accept the Annual Report and approve proposed FY 2025-26 Work Plans for the (a) Community Housing Commission, (b) Economic Development and Trade Commission, (c) Energy and Environmental Sustainability Commission, (d) Planning Commission, (e) Public Safety and Emergency Preparedness Commission, and (f) Youth Advisory Commission.

C5. Authorize the Executive Director of the Milpitas Housing Authority, or Designee to Take All Necessary Actions, Including Negotiating with the Necessary Parties, to Retain the Below Market Rate Unit at 173 Parc Place Drive (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Recommendation: Authorize the Executive Director of the Milpitas Housing Authority, or designee, to take all necessary actions to retain the below market unit at 173 Parc Place Drive.

C6. Approve and Authorize the City Manager to Execute an Amendment to the Agreement with Liebert Cassidy Whitmore to Provide Essential Labor Relations and Other Services (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086)

Recommendation: Approve and authorize the City Manager, or designee, to execute Amendment No. 4 to the Professional Services Agreement with Liebert Cassidy Whitmore to provide essential labor relations and other services for an additional amount of \$100,000 for a total amount not-to-exceed \$600,000, subject to the annual appropriation of funds, and to extend the term of the Agreement to June 30, 2027.

C7. Adopt a Resolution to Approve Project Plans and Specifications, Authorize Advertisement for Bid Proposals, and Approve Budget Appropriation for Calaveras Median Conversion Project (Staff: 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) Authorize advertisement for bid proposals; and (3) Approve a budget appropriation in the amount of \$360,000 from the General Government CIP Fund in Park & Street Landscape Irrigation, CIP No. 3449 Improvements and Annual Tree Replacement, CIP No. 3438 for Calaveras Median Conversion Project, CIP No. 3468.

C8. Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to Chrisp Company, and Approve an Amendment to the Agreement with Hexagon Transportation Consultants, Inc. for Bicycle Improvement Project (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Recommendation: Adopt a resolution to: (1) Approve the project plans and specifications; (2) Award the construction contract to Chrisp Company in the amount of \$620,412.75; (3) Authorize the City Manager, or designee, to award and execute the construction contract with Chrisp Company; (4) Authorize the Public Works Director, or designee, to negotiate and execute contract change order(s) in

an aggregate amount not to exceed \$180,000; and (5) Approve and authorize the City Manager, or designee, to execute Amendment No. 1 to the Design Services Agreement with Hexagon Transportation Consultants, Inc. in an amount not-to-exceed \$25,000 for Bicycle Improvement Project, CIP No. 4299.

C9. Authorize the City Manager, or Designee, to Execute an Amendment to the Agreement with NJ Associates for Architectural Services (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

Recommendation: Adopt a resolution to authorize the City Manager, or designee, to negotiate and execute an amendment to the Professional Services Agreement with NJ Associates for Construction Management Technical Services in the amount of \$34,700 for a total not-to-exceed amount of \$124,700 and extend the term of the agreement to November 14, 2026.

LEADERSHIP AND SUPPORT SERVICES

10. City Council Priority Setting (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Recommendation: (1) Review, prioritize, and approve Council referrals, with direction to staff to return at a future meeting with additional analysis and costing; and (2) Adopt a resolution to appropriate unassigned fund balances or reserves for referrals ranked and prioritized for funding.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

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

ADJOURNMENT

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions and other City agencies exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and City operations are open to the people's review. For more information on your rights under the Open Government Ordinance or to report a violation, contact the City Attorney's office at Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA 95035
e-mail: ccreech@milpitas.gov / Phone: 408-586-3040

The Open Government Ordinance is codified in the Milpitas Municipal Code as Title I Chapter 310 and is available online at the City's website www.milpitas.gov by selecting the Milpitas Municipal Code link.

Materials related to an item on this agenda submitted to the City Council after initial distribution of the agenda packet are available for public inspection at the City Clerk's office at Milpitas City Hall, 3rd floor 455 E. Calaveras Blvd., Milpitas and on City website. City Council agendas and related materials can be viewed online: www.milpitas.gov/government/council/agenda_minutes.asp (select meeting date)

APPLY TO SERVE ON A CITY COMMISSION

Commission application forms are available online at www.milpitas.gov or at Milpitas City Hall. Contact the City Clerk's Office at 408-586-3001 for more information.

If you need assistance, per the Americans with Disabilities Act, for any City of Milpitas public meeting, please call the City Clerk at 408-586-3001 or send an e-mail to CityClerk@milpitas.gov prior to the meeting. You may request a larger font agenda.

October 2025						
S	M	T	W	T	F	S
	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

MILPITAS CITY COUNCIL CALENDAR

November 2025

December 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

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

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 10/30/2025

November 18, 2025 – Regular Meeting

CLOSED SESSION

INVOCATION (Vice Mayor Barbadillo)

PRESENTATION

- Dagupan Key to the City Presentation

CONSENT CALENDAR

1. Receive City Council calendar for November and December 2025 (City Clerk)
2. Approve City Council Meeting minutes of October 24, 28 and November 4, 2025 (City Clerk)
3. Preview list of items for December 2, 2025 (City Clerk)
4. Councilmember Request List (City Clerk)
5. 2026 Council Meeting Calendar (City Clerk)
6. Gateway-Main Street Specific Plan Ordinance 2nd Reading (Planning)
7. Approve Improvement Agreement for 475 Sycamore Drive (Public Works / Engineering)
8. Approve Fee Reimbursement Agreement for 1905 Tarob Court (GeoMax2) (Public Works / Engineering)
9. Approve Coop Purchase Agreement for Hammond Street Light Project, CIP 4301 (Public Works / Engineering)

PUBLIC HEARINGS

10. AB 1600 Development Fees (TASP, Calaveras, Storm) (Finance)
11. Annual Fee Update (Finance)
12. MTC TOC Policy (Planning)
13. Appeal Planning Commission Decision on 1000 Gibraltar (Industrial Development) (Planning)

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

OPEN ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
1	Install Defibrillators on City Properties	Barbadillo	10/28/2025	An update will be provided to the City Council on this item in November 2025
2	Place a billboard at the Sport Center to inform the community about events and activities	Montano	10/21/2025	An update on this item will be included in the next quarterly prioritization update.
3	Explore the creation of small parks in neighborhoods without them	Montano	10/21/2025	An update on this item will be included in the next quarterly prioritization update.
4	Agendize a discussion on the Acting City Attorney position.	Barbadillo	10/21/2025	An update on this item will be included in the next quarterly prioritization update.
5	Look into concerns regarding increased air traffic over Milpitas	Montano	9/2/2025	An update on this item will be included in the next quarterly prioritization update.
6	Issue a proclamation to thank and recognize the City of Dagupan, Phillipines, follwing his visit there as part of the Sister City program in April 2025	Barbadillo	8/19/2025	Proclamation tentatively scheduled for November 18, 2025
7	Conduct an offsite workshop in early October to discuss and prioritize Council goals and priorities for their terms	Lam	8/19/2025	An update on this item will be included in the next quarterly prioritization update.
8	Revisit the mural selection committee process to make it more inclusive by involving all commissioners in the Arts Commission	Montano	8/19/2025	An update on this item will be included in the next quarterly prioritization update.
9	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.
10	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.
11	Policy review on youth sport grant eligibility to address excluding homeschooled children	Mayor	6/17/2025	An update on this item will be included in the next quarterly prioritization update.

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
12	Reinstate the posting of the colors by Boy Scouts at City Council Meetings	Chua	4/15/2025	An update on this item will be included in the next quarterly prioritization update.
13	Revise City Council Code of Conduct language regarding the use of electronic devices.	Lam	4/1/2025	An update on this item will be included in the next quarterly prioritization update.
14	Develop a project management informational memo.	Barbadillo	4/1/2025	An update on this item will be included in the next quarterly prioritization update.
15	Create a Milpitas Community Concert Choir with city support for marketing and rehearsal space.	Chua	4/1/2025	An update on this item will be included in the next quarterly prioritization update.
16	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.
17	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.
18	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.
19	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.
20	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.
21	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.
22	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.
23	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.
24	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.

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:
25	Update the animal control ordinance to include other animals such as horses and cats	Chua	9/3/2024	An update on this item will be included in the next quarterly prioritization update.
26	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.
27	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.
28	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.
29	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.
30	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.
31	Main Street International Festival	Lien	10/3/2023	An update on this item will be included in the next quarterly prioritization update.
32	Pickleball Pilot Project	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
33	Main Street Infrastructure Projects	Montano	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
34	Main Street Flooding at Library	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
35	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.
36	City Manager look into implementing a workshop for small businesses on the bidding process for projects in the city	Chua	8/9/2022	An update on this item will be included in the next quarterly prioritization update.
37	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.
38	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.
39	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.
40	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:	Accept the Commission and Committee Annual Report and Approve Work Plans for FY 2025-26 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/4/2025
Recommendation:	Accept the Annual Report and approve proposed FY 2025-26 Work Plans for the (a) Community Housing Commission, (b) Economic Development and Trade Commission, (c) Energy and Environmental Sustainability Commission, (d) Planning Commission, (e) Public Safety and Emergency Preparedness Commission, and (f) Youth Advisory Commission.

BACKGROUND:

The City of Milpitas has 13 Commissions, including the Measure F Oversight Committee,, appointed by the Mayor and City Council. On [April 16, 2019](#), the City Council approved the City of Milpitas Standard Commission By-Laws (By-Laws). Per Section 1, titled “Purpose” of the By-Laws, “A Commission serves as an active advisory group to the City Council on a variety of topics as directed by the City Council.” Therefore, annually, City Commissions develop and recommend a work plan to outline tasks, goals, and or projects related to their advisory area. Staff works with commissions to develop their respective workplans and takes them to Council for review and approval. The Fiscal Year 2025-2026 workplans for 6 of the 13 commissions were approved by the Mayor and City Council on September 16, 2025. This report transmits the workplans for the Community Housing, Economic Development and Trade, Energy and Environmental Sustainability, Planning Public Safety and Emergency Preparedness, and Youth Advisory Commissions. The Measure F Oversight Committee annual report and workplan will be brought forward at a later date.

ANALYSIS:

The Community Housing, Economic Development and Trade, Energy and Environmental Sustainability, Planning, Planning, Public Safety and Emergency Preparedness, and Youth Advisory Commissions meet at different frequencies such as monthly, bi-monthly, or specially designated months as determined by their By-Laws or By-Law addenda. Commissions began meeting and discussing their FY 2025-26 workplans earlier this year and have prepared new work plans.

Commission accomplishments for and carry-overs from Fiscal Year 2024-2025 are as follows:

Commission Accomplishments

Community Housing Commission

The Community Housing Commission (CHC) convened 11 times during FY 2024-2025. As the City’s longest-running commission, the CHC has championed the interests of Milpitas residents since July 20, 1954. In FY 2024-2025, the CHC achieved several key work plan goals, most notably hosting its annual Community Engagement & Affordable Housing and Building Safety Month event. This event celebrated both Affordable Housing Month and the City’s progress in expanding affordable housing opportunities. The Commission also provided valuable feedback to staff and Council on the Community Development Block Grant Program (CDBG). With the Commission’s guidance, the Council adopted the 2025-2030 Consolidated Plan and the 2025-2026 Annual Action Plan, allocating \$555,374 in federal funding to support the City’s low- and moderate-income residents.

Economic Development and Trade Commission

The Economic Development and Trade Commission advises the City Council on business issues, cultivates international trade and commerce opportunities, and makes recommendations on the design, development, and implementation of economic development in Milpitas. The Economic Development and Trade Commission

(EDTC) met ten times during Fiscal Year 2024-2025, and accomplished tasks related to seven of the eight approved Work Plan topic areas per the summary table. Progress was not made on the International Trade & Commerce program, which was paused largely due to City Manager direction and current budget constraints.

During FY 2024-2025, EDTC members assisted City staff in outreach to Main and Abel Street businesses to promote formation of the Milpitas Historic Downtown Business Association. Two members completed service on the Zoning Advisory Group related to the Comprehensive Zoning Ordinance Update. The Commission provided guidance on content development and planning for integrating AI and marketing in business operations and other business engagement events. The EDTC provided guidance on planning City events related to 2026 global sporting events and Innovation District branding development. Members helped plan, as well as participated in, the 8th annual Manufacturing Day event. The EDTC received reports on Milpitas' economic indicators, real estate profile and Main Street revitalization, as well as the economic impact of the Economic Development Strategy. Lastly, commission members attended Joint Venture's State of the Valley Conference, and the Silicon Valley Economic Development Alliance's annual conference.

FY 2024-25 Work Plan Item	Accomplished	Carryover	Notes
Economic Development Strategy	X	X	83 % complete on the 5-year plan. Remaining implementation actions are ongoing
Commissioner Engagement	X	X	Ongoing
Main Street Revitalization	X	X	Ongoing
Workforce Development & Education	X	X	Ongoing
Innovation District	X	X	Ongoing
Zoning, Land Use and Planning	X		Completed
International Trade & Commerce		X	Paused, given federal action on international trade policy
Manufacturing Day 2024	X	X	Annual event

Energy and Environmental Sustainability Commission

The Energy and Environmental Sustainability Commission (EESC) advises the City Council on matters pertaining to sustainability, climate action, recycling, and waste diversion.

FY 2024-25 Work Plan Item	Accomplished	Carryover	Notes
Climate Film and Discussion Event	X	X	Commission hosted the event on March 22, 2025 at the Milpitas Library Auditorium, which had close to 40 participants. Commission hopes to host another event in January 2026.
Earth Day Event Support	X	X	Commission supported the Earth Day event and hosted a table at the event focused on energy efficiency and smart power strip give-away.
Community Engagement and Events	X	X	Commissioners staffed several community events and conducted education related to home electrification.
Legislative Review for Possible Positions	X	X	

FY 2024-25 Work Plan Item	Accomplished	Carryover	Notes
Received staff updates and provided feedback on several City initiatives including Go Electric Milpitas!, Zero Waste and Food Waste Programs, and SVCE Decarbonization programs.	X	X	On-going.

Planning Commission

The Planning Commission advises the City Council on issues and policies related to land use planning, zoning regulations, urban design, and community development. The Planning Commission meets bi-weekly to review, consider, and discuss proposals for new development throughout the City, and is empowered to make decisions on certain land use matters or formal recommendations to the City Council. The Planning Commission met 10 times during Fiscal Year 2024-2025 and accomplished the following: (1) approved 5 planning entitlements; (2) recommended approval of 1 development project, 2 zoning text and map amendments, and 2 general plan amendments; (3) recommended denial of 1 development project; and (4) held study sessions and adoption hearings for various long-range planning policy efforts and programs including the Comprehensive Zoning Ordinance Update, Housing Opportunity Districts, and Main St. Sense of Place Plan and Impact Fee Study.

FY 2024-25 Work Plan Item	Accomplished	Carryover	Notes
Development Review	X	X	Ongoing (held public hearings for 7 development projects)
Housing Opportunity Districts	X		Completed (held an adoption hearing for recommendation; adopted by City Council in February 2024)
Gateway/Main St. Specific Plan (Midtown Update)		X	Ongoing (staff did not bring this item to the PC for a study session or recommendation) *
Comprehensive Zoning Ordinance Update	X		Ongoing (held one study session and served on the Zoning Ordinance Update Advisory Committee)*
Main St. Sense of Place Plan and Impact Fee Study	X	X	Ongoing (held one study session)
Misc. Development Policies (State Legislation Implementation)		X	Annual (staff did not bring any policies or implementation actions to the Commission)
Annual CIP Conformance with General Plan	X	X	Annual (held one public hearing)

**Planning Commission held an adoption hearing for these items, but they occurred following the close of the Fiscal Year.*

Public Safety and Emergency Preparedness Commission

The Public Safety and Emergency Preparedness Commission (PSEPC) advises the City Council on emergency preparedness and education. The PSEPC met four times over the calendar year 2025. During the year the PSEPC made significant accomplishments working within their respective areas of “expertise” to educate the community on public safety and emergency preparedness.

FY 2024-25 Work Plan Item	Accomplished	Carryover	Notes
Public Safety Education (MPD)	X	X	7 total presentations to include online social media posts, library presentations, National Night Out (NNO), senior center events, and partner events with PD.

FY 2024-25 Work Plan Item	Accomplished	Carryover	Notes
Fire Safety and Prevention Education (MFD)	X	X	6 total presentations to include NNO and Pumpkins in the Park.
Emergency Preparedness (OEM)	X	X	8 total presentations to include those events listed above plus the Family Camp Out.
Genasys Protect	X	X	8 presentations to include the events listed above, plus additional events such as commission presentations, HOAs, residential facilities, and the Chamber for a total of approximately 15.

Youth Advisory Commission

The Youth Advisory Commission advises the City Council on issues and policies related to youth and teens in the City of Milpitas. The Commission meets monthly to advance initiatives outlined in its annual work plan, focusing on programs and events that positively impact youth and teens throughout the Milpitas community. The Youth Advisory Commission met 11 times during Fiscal Year 2024-2025 and accomplished the following:

FY 2024-25 Work Plan Item	Accomplished	Carryover	Notes
Advise City Council and City staff on youth and teen issues within the City	X	X	Commission discussed youth and teen issues observed including vaping, substance abuse, and youth homelessness.
Volunteer at City events, Milpitas Teen Center events, and local events within the City of Milpitas	X	X	Commissioners volunteered at several City events including Milk and Cookies with Santa, Tree Lighting Ceremony, Lunar New Year, and Holi Festival.
Cultural Diversity Tabling at City events	X		Commissioners hosted a Cultural Diversity table at the City's Lunar New Year event to provide education to the general public on the cultural significance of the event being celebrated.
College Workshop	X	X	Commission led a college application workshop in May 2025 with 21 teens in attendance.
Clothing Drive	X		Commission collected four large bags of gently used clothing between November-December 2024 and donated clothing to the Milpitas Food Pantry.
Youth Spelling Bee Competition	X	X	Commission led annual Spelling Bee Competition at the Milpitas Teen Center in May 2025 with 19 students in attendance.
Volleyball Tournament	X	X	Commission changed tournament to a drop-in sports night in April 2025 at the Milpitas Sports Center in partnership with the Milpitas Teen Center, 24 teens attended.

FY 2024-25 Work Plan Item	Accomplished	Carryover	Notes
Promote Milpitas Teen Center	X	X	Commission assisted with promotion of Milpitas Teen Center facility and resources through flyer promotion, word of mouth, and morning announcements at Milpitas High School.
Promote Milpitas Youth Force	X	X	Commission assisted with promotion of Milpitas Youth Force program through flyer promotion, word of mouth, and morning announcements at Milpitas High School.
Youth Advisory Commission Community Service Scholarship	X	X	Commission selected three high school students residing in Milpitas to receive the \$500 scholarship for demonstrating history of community service beyond school requirements.

FISCAL IMPACT:

Each Commission is allocated \$1,000 annually by the City Council in the adopted budget. These funds were budgeted and approved as part of the FY 2025-2026 budget and are to be used towards City Council approved tasks and projects, and administrative costs related to the Commission.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

ATTACHMENT(S):

- (a) Community Housing Commission FY25-26 Workplan
- (b) Economic Development and Trade Commission FY25-26 Workplan
- (c) Energy and Environmental Sustainability Commission FY25-26 Workplan
- (d) Planning Commission FY25-26 Workplan
- (e) Public Safety and Emergency Preparedness Commission FY25-26 Workplan
- (f) Youth Advisory Commission FY25-26 Workplan

MILPITAS COMMUNITY HOUSING COMMISSION

FY 2025-2026 WORK PLAN

Work Plan Goals: Serve as an advisory body on matters affecting Milpitas residents, especially those relating to community improvement and housing.					
Topic/Advisory Area		Tasks	Required Resources	1 st Meeting	2 nd Meeting
A.	CDBG public meeting process	Staff 1. Present informational workshop for commissioners 2. Prepare application packages 3. Coordinate with CDBG applicants to attend the meeting CHC 1. Review prepared application packages for a public meeting 2. Make recommendations for CDBG service areas to the City Council 3. Receive periodic updates from staff	Time: Commission, Staff, CDBG Applicants Budget: Light refreshments	December	April
B.	Tabling Event(s)	1. Commissioners to choose 1-3 City events to engage with residents on concerns related to housing 2. Events TBD by Commission	Time: Commission, Staff Budget: Outreach materials, CHC banner	October	February
C.	Community Engagement & Affordable Housing Month	1. Commissioners coordinate with staff to promote Affordable Housing and Building Safety Month	Time: Commission, Staff Budget: Outreach materials, light refreshments	June	N/A
D.	Office of Housing Updates	Staff 1. Inform Commissioners on Housing related policy & initiatives 2. Present data on existing programs 3. Provide federal, state, and regional Housing updates CHC 4. Commissioners conduct community outreach and promote public attendance at select events	Time: Commission, Staff	August	October

E.	Commissioner Workshop	Staff 1. Inform Commissioners on roles and responsibilities	Time: Commission, Staff	February	N/A
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ECONOMIC DEVELOPMENT & TRADE COMMISSION WORK PLAN FY 2025-2026

EDTC Mission Statement:

Advise the City Council on business issues, cultivate international trade and commerce opportunities, and make recommendations on the design, development, and implementation of economic development in Milpitas.

Topic/Overall Goal	Specific Action(s) Required	Status
Economic Development Initiatives	Implement Strategies and Actions: Economic indicators,-branding/marketing assets and demonstration project policy. • EDTC Commissioners may volunteer as ambassadors to assist in formal and informal business outreach as directed by staff including environmental friendliness for relocating businesses and green organizations and support targeted business attraction/creation • Develop policy for developing, testing and demonstrating innovative and sustainable solutions to City needs (EDS Action Item 21.1) such as “Green City” initiatives in collaboration with Public Works (Climate Action Plan) • 2026 Sporting events planning and development	
Commissioner Engagement/ Ambassadorship	• Identify sector-based conferences and events that members and staff should attend (e.g., Biotech, AI, Automotive Tech, Cybersecurity, green tech/sustainability) for business attraction purposes • EDTC Commissioners participate and present at Chamber of Commerce and other organizational events. • Commissioners participate in city-sponsored business workshops and events (EDS Action Item 5.2)	
Main Street Revitalization & Milpitas Historic Downtown Business Association	Position Midtown as a community destination for independent retailers, restaurants and services to encourage economic vitality, enhance business marketability, increase property values, and attract people and new businesses.	

	• EDTC Commissioners may volunteer as ambassadors to assist in formal and informal business outreach as directed by staff, particularly along Main Street • Serve on City Council <i>ad hoc</i> Main Street Revitalization Sub-Committee ○ Volunteer ambassadors assist city staff with business outreach for re-building Main Street and re-establishing a business association along Main Street ○ Advance placemaking concepts, activation of the Main Street area or related tasks ○ Participate in future potential Main Street Business Association	
Innovation District	• Support staff in outreach and promotion to business owners regarding development opportunities in the district and MID branding	
Workforce Development & Education	Promote a diversified workforce and provide training opportunities for Milpitas residents. • Promote Milpitas Youth Force and employ program participants • City/MUSD MOU - Workforce/Educ., career fair, business employment opportunities outreach • EDTC Commissioners help facilitate opportunities with MUSD to engage high school students, and leverage networks at local colleges, universities, trade schools and organizations.	
Manufacturing Day 2025	• Manufacturing Day 2025: Focus on career opportunities in tech/advanced manufacturing for MUSD high school students. • Continue partnering with the Office of Economic Development to support Manufacturing Day 2026 event by participating as event speakers; promoting and marketing event; leveraging networks and resources	

Energy and Environmental Sustainability Commission

FY 2025-2026 Work Plan

EESC Mission Statement: The Energy and Environmental Sustainability Commission advises the City Council on matters pertaining to sustainability, climate action, recycling, and waste diversion.			
Topic/Advisory Area	Specific Action(s) Required	Begin Discussion	Deadline
Climate Film and Discussion Event	Objective: Increase climate literacy in the community by hosting a climate film viewing and discussion event <i>Actions Required:</i> ○ Secure location for the event ○ Decide on film(s) to show ○ Publicity for event (flyers, social media, etc) ○ Refreshments? ○ Develop and facilitate community discussion Budget: up to \$300	September 2025	January 2026
Earth Day Event	Objective: Support City's Earth Day Event <i>Actions Required:</i> ○ Provide input to staff on event logistics and coordination ○ Identify Commission specific activity at event ○ Assist with event promotions Budget: up to \$500 for activity, materials, supplies	December 2025	April 2026
Encourage Businesses to Switch to Non-plastic Foodware	Objective: Provide information to businesses on plastic alternatives <i>Actions Required:</i> ○ ID target businesses (types) ○ Research alternatives ○ Develop resource list ○ Identify how to promote	November 2025	June 2026

Carbon Neutral Homes Incentive Program	Objective: Receive staff update on program and discuss how Commission can support community engagement and increase participation <i>Actions Required:</i> ○ Identify opportunities for Commissioners to support program such as through outreach at events, publicity, etc. ○ Support/Plan Kickoff Event (target Feb/Mar 2025)	Ongoing	Ongoing
Climate Action Plan Status and Update	Objective: Receive update on community greenhouse gas emissions inventory and City implementation status	April 2026	April 2026
Legislative Review	Objective: Review priority environmental/climate related legislation and provide recommendation for possible City position <i>Actions Required:</i> ○ ID and track relevant proposed legislation ○ Review and analyze in alignment with City's Legislative Guiding Principles and CAP and recommend possible City position	May 2026	June 2026
Solid Waste & Recycling Program Update	Objective: Receive staff update on solid waste, recycling, and food waste programs	August 2026	August 2026

**City of Milpitas
Planning Commission
Work Plan FY 2025-26**

Purpose: As established under Chapter 500 of Title I of the Milpitas Municipal Code, the Planning Commission advises the City Council on issues and policies related to land use planning, zoning regulations, urban design, and community development. The Commission meets bi-monthly to review, consider, and discuss proposals for new development throughout the City, and it is empowered to make decisions on certain land use matters or to make formal recommendations to the City Council.			
Topic/Activity	Tasks	Required Resources	Completion
Development Review*	Attend meetings (2x/month); read meeting packets; active participation; site visits; Vote to approve/deny a project or make a recommendation to the Council	Commission, Staff	Ongoing
Gateway/Main St. Specific Plan (Midtown Update)	Participate in meetings; review draft plan and make recommendations to Council	Commission, Staff, Consultants	Late 2025
Comprehensive Zoning Ordinance Update	Receive presentations; provide feedback and make recommendations to Council	Commission, Staff, Consultant	Late 2025
Innovation Districts Parks and Trails Master Plan	Receive presentations; provide feedback and make recommendations to Council	Commission, Staff, Consultant	Mid 2026
Main St. Sense of Place Plan and Impact Fee Study	Receive presentations; provide feedback and make recommendations to Council	Commission, Staff, Consultant	Late 2026
Misc. Development Policies (State legislation implementation)	Receive presentations; provide feedback and make recommendations to Council	Commission, Staff	Annual
Annual CIP Conformance with General Plan	Receive presentations; provide feedback and make recommendations to Council	Commission, Staff	Annual

* The Commission Reviews and Acts Upon the Following:

1. General Plan and General Plan amendments;
2. Specific Plans and Specific Plan amendments;
3. Zoning and Subdivision Ordinance amendments
4. Environmental Impact Reports and Negative Declarations under CEQA;
5. Tentative Subdivision Maps;
6. Planned Development permit applications;
7. Subdivision Ordinance exceptions;

**City of Milpitas
Planning Commission
Work Plan FY 2025-26**

- 8. Special Studies and Reports
- 9. Master Plans (e.g., Bike and Ped Master Plan, Open Space Plan, Green Infrastructure Plan, etc.)
- 10. Appeals of Decisions by the Zoning Administrator.

2026 Public Safety & Emergency Preparedness Commission

The Public Safety and Emergency Preparedness Commission (PSEPC) advises the City Council on emergency preparedness and education. The PSEPC met four times over the calendar year 2025. During the year the PSEPC made significant accomplishments working within their respective areas of “expertise” to educate the community on public safety and emergency preparedness.

2026 Work Plan Items	Description & Notes	2025 Accomplishments
Public Safety Education (MPD)	Commissioners provide brochures and social media posts on educational “smash and grab” and public safety information.	7 total presentations to include online social media posts, library presentations, NNO, senior center events, and partner events with PD.
Fire Safety and Prevention Education (MFD)	Commissioners provide brochures and educational information on fire prevention safety and response.	6 total presentations to include National Night Out, Pumpkins in the Park.
Emergency Preparedness (OEM)	Commissioners provided general emergency preparedness information to the public.	8 total presentations to include those events listed above plus the Family Camp Out.
Genasys Protect	Commissioners promoted the new Alert and Warning System – Genasys Protect. This is a new system provides for fast, efficient alert and warning. Commissioners have presented the program to educate the public in the “Know Your Zone” campaign.	8 presentations to include the events listed above, plus additional events such as commission presentations, HOAs, residential facilities, and the Chamber for a total of approximately 15.

City of Milpitas - Youth Advisory Commission Work Plan
August 2025 – June 2026

The Youth Advisory Commission advises City Council on matters pertaining to youth and teens in the City of Milpitas.

Topic/Advisory Area	Tasks	Required Resources	Goal Deadline
Advise City Council and City staff on youth and teen issues within the City.	Provide high-level feedback and suggestions regarding youth and teen concerns, areas that need improvement or need to be focused on, and advising City Council on pertinent youth and teen topics.	Commission	Ongoing
Volunteer and support City events, Milpitas Teen Center events, and local events within the City of Milpitas	Support events and programs at the Milpitas Teen Center.	Commission, City Staff	Ongoing
	Support and partner with the Milpitas Teen Center for the annual Halloween event	Commission, City Staff	October 2025
	Support City events which includes but are not limited to: • Pumpkins in the Park • Dia De Los Muertos – 5k Run • Milk & Cookies with Santa • Tree Lighting • Lunar New Year • Holi Festival	Commission, City Staff	Ongoing
	Provide volunteer opportunities for Milpitas teens throughout the school year in partnership with the Milpitas Teen Center.	Commission, City Staff	Ongoing
College Workshop	Plan and promote a college workshop in partnership with a community-based organization or YAC led for high school students.	Commission, Community Partners, City Staff	December 2025
Youth Spelling Bee Competition	Plan and promote the annual Youth Spelling Bee Competition for elementary school students.	Commission, City Staff	March 2026

Year-Round Sports with Milpitas Teen Center	Plan and promote 4-6 drop-in sports days at the Milpitas Sports Center in partnership with the Milpitas Teen Center.	Commission, City Staff	Ongoing
Promote Milpitas Teen Center	Promote all Milpitas Teen Center activities, workshops, and events throughout the 2025-26 school year.	Commission	Ongoing
Promote Milpitas Youth Force	Promote the Milpitas Youth Force program to high school students.	Commission	January 2026 – April 2026
Youth Advisory Commission Community Service Scholarship	Promote the Youth Advisory Commission Community Service Scholarship. Award three senior high school students a \$500 scholarship for displaying a history of community service beyond any school requirements.	Commission, City Staff	April – June 2026



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the Executive Director of the Milpitas Housing Authority, or Designee, to Take All Necessary Actions, Including Negotiating with the Necessary Parties, to Retain the Below Market Rate Unit at 173 Parc Place Drive (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Consent Calendar-Community Development
Meeting Date:	11/04/2025
Recommendation:	Authorize the Executive Director of the Milpitas Housing Authority, or designee, to take all necessary actions to retain the below market unit at 173 Parc Place Drive.

BACKGROUND

The City of Milpitas Below Market Rate (BMR) Program is designed to assist low- and moderate-income households achieve first-time homeownership. Buyers of homeownership BMR units must adhere to a Deed Resale Restriction Agreement (Agreement), which is recorded against the properties. The Agreement imposes occupancy and resale restrictions to prevent buyers from using the BMR Program for purposes incompatible with the Affordable Housing Ordinance and realizing unwarranted gains from the sale or lease of the BMR unit. The recorded deed requires prompt notification to the City if the BMR unit receives a notice of default or foreclosure. The City objective is to address these issues to preserve the BMR program restrictions and maintain long-term affordability.

ANALYSIS:

173 Parc Place Drive (Unit, Property) is a two-bedroom, two-and-a-half-bath townhome included in the City's Below Market Rate (BMR) Homeownership Portfolio and managed as an asset of the Milpitas Housing Authority (Authority).

On October 14, 2025, the Housing Authority (Authority) received a foreclosure notice from Allied Trustee, the Home Owners Association (HOA) collection agency, citing unpaid charges. The Unit, originally sold in 2009, was transferred to the original owners' nephew (current owner) via a living trust in 2020. Since then, two Notices of Default have been recorded: the first was later amended, and the current, second notice has triggered foreclosure proceedings due to unpaid HOA dues.

The current owner has been unresponsive to repeated contact attempts. Over the past 12 months, staff made 10 unsuccessful visits to the Property, which appears abandoned. Per program requirements, the BMR Unit must be the primary residence and may not remain vacant for more than 90 days.

The Authority risks losing an affordable BMR Unit during a time of severe housing unaffordability. Staff will continue efforts to contact the owner and resolve these issues informally. However, staff recommends the Authority authorize the Executive Director to take all necessary actions to retain this below market rate Unit, including but not limited to the following possibilities depending upon the circumstances:

- Settle the unpaid HOA dues to prevent foreclosure. The HOA's current pay off demand is \$20,114.03 due November 7, 2025.
- Negotiate with the relevant parties to transfer or sell the property with the Agreement still in place to a qualified owner at an affordable price, whether as part of the foreclosure process or otherwise.
- Negotiate with the relevant parties to stay, suspend, and/or withdraw foreclosure proceedings.
- Exercise and enforce the Authority's option to purchase the property and sell it to a qualified buyer at an affordable price. In the event of threatened foreclosure, the Authority is authorized under the Agreement to

purchase the property for an amount equal to or less than the Base Resale Price under the Agreement (\$250,000) adjusted for improvements, damages, and advances but not more than the current affordable sale price for the home. The repurchase price cannot be calculated without further access to and information about the property, but based upon all information available, this sum is estimated to be not more than \$500,000.

Because of the need to act quickly and respond to negotiation positions of a third party on an ongoing basis, staff recommends broadly granting authority to take all necessary actions to retain this unit in the Authority's portfolio, including by authorizing an expenditure up to the repurchase price of the unit if the Authority must exercise its option to repurchase to retain this unit.

POLICY ALTERNATIVE(S):

Alternative 1: No Action; Allied Trustees will foreclose on the property to collect payment.

Pros: Funds would not be spent on this priority.

Cons: The Unit will be sold for market rate, and the Authority would lose a Unit in our BMR Homeownership Portfolio.

Reason not recommended: If the foreclosure occurs, the Authority will lose a BMR Unit in its Affordable Housing portfolio and therefore lose an affordable Unit during severe housing unaffordability within the City and County.

FISCAL IMPACT:

The City estimates to expend funds from its Affordable Housing Fund (295) in an amount of up to \$520,114.03 but will recover that amount when the property is resold to an eligible buyer. The fund balance in the Affordable Housing Fund (295) is \$3.1 million as of June 30, 2025.

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. The action entails the operation and purchase of an existing residential structure, involving negligible or no expansion of existing or former use, and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

ATTACHMENT(S):

- (a) Resale Restriction Agreement and Option to Purchase
- (b) Foreclosure Notice
- (c) Initial Payoff Statement

Recording Requested By
First American Title
Escrow No. 4322.1 98.836

DOCUMENT: 0628233

Pages: 24

Exh



Fees . . . + No Fees
Taxes . . .
Copies . . .
AMT PAID

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

MILPITAS REDEVELOPMENT AGENCY
455 East Calaveras Boulevard
Milpitas, CA 95035

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
First American Title Company

RDE # 008
3/04/2010
8:00 AM

To be recorded without fee.
(Gov. Code, §§ 6103 and 27383.)

(Space Above This Line For Recorder's Use Only)

RESALE RESTRICTION AGREEMENT AND OPTION TO PURCHASE

Owner: Michael Quintana

Property: 173 Parc Place Drive
Milpitas, California 95035

Name of Development: Parc Place

This RESALE RESTRICTION AND OPTION TO PURCHASE AGREEMENT ("Agreement") is entered into by and between the Redevelopment Agency of the City of Milpitas ("the Agency") Michael Quintana ("Owner") regarding certain improved real property, which is more particularly described in Exhibit A attached hereto and incorporated herein and commonly known as Parc Place, CA 95035 (the "Property") effective as of December 17, 2009 (Effective Date"). Agency and Owner are hereinafter collectively referred to as the "Parties."

RECITALS

A. The Agency pursuant to the Community Redevelopment Law (Health & Safety Code section 33000 et seq.) and the Agency's Redevelopment Plan maintains an affordable housing fund, which it uses for the purpose encouraging the construction of housing within the Redevelopment Plan Area that is affordable to persons of low, and moderate income ("the Program").

B. Pursuant to the Program, the Agency and Parc North Associates, LLC, entered into a Memorandum of Understanding, and Owner Participation Agreement, dated December 2 2003, (collectively "the Agreements") under which Developer has agreed to construct and sell 58 homes at prices that are affordable to persons of moderate incomes and in exchange the Agency has agreed to provided certain financial incentives.

C. Owner is the owner of certain real property located within the City of Milpitas, legally described in Exhibit A and commonly known as Parc Place North., Milpitas, CA 95035 ("the Property"). The Property is one of the affordable homes constructed by Developer pursuant to the Agreements.

D. Owner is an eligible moderate-income purchaser under the Program, intends to live in the Property as an owner occupant, and agrees to maintain the Property as Owner's principal residence.

E. In order to maintain and preserve the Property as housing affordable to eligible [very low-, low-, or moderate-]income purchasers, it is necessary to restrict the use and resale of the Property through imposition of the occupancy and resale restrictions set forth in this Agreement. These restrictions are intended to prevent initial and subsequent purchasers from using the Property for purposes incompatible with the Program and realizing unwarranted gains from sales of the Property at unrestricted prices. The terms and conditions of this Agreement are intended to provide the necessary occupancy and resale restrictions to ensure that the Property is used, maintained, and preserved as housing affordable to eligible [very low-, low-, or moderate-]income purchasers. To further serve the purposes of the Program, it is necessary that the Agency be granted an option to purchase the property so that the property may be resold by the Agency to an eligible household.

F. Accordingly, the Parties desire to enter into this Resale Restriction and Option to Purchase Agreement, which provides, generally, that Owner may only sell the property to Eligible Households (i.e. households meeting the household income limitations set forth herein) at a price not to exceed the price equal to the initial purchase price adjusted to reflect increases in median household income since the Property was initially purchased by Owner. Alternatively, the Agreement provides that the City may exercise its option to purchase the Property at the same price.

G. The Property constitutes a valuable community resource by providing decent, safe, and sanitary housing to persons and families of [very low, low, or moderate] income who otherwise would be unable to afford such housing. To protect and preserve this resource it is necessary, proper, and in the public interest for the Agency to administer occupancy and resale controls consistent with the Program by means of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the substantial economic benefits inuring to Owner and the public purposes to be achieved under the Program, Owner and Agency hereby agree as follows:

1. Definitions.

a. "Affordable Unit Cost" shall mean a sales price that results in annual housing costs, including principal payments, interest, property taxes, homeowners' insurance, homeowners' association dues, and mortgage insurance, that do not exceed 30% of income level for the Eligible Household.

b. "Area Moderate Income for Santa Clara County" means those income and eligibility levels determined, updated, and published each year by the California Department of Housing and Community Development, based on Santa Clara County median income levels, adjusted for household size.

c. "Persons and families of [very low, low, or moderate] income" means persons and families whose income do not exceed [fifty percent (50%); eighty percent (80%); or one hundred twenty percent (120%)] of the Area Median Income for Santa Clara County, as adjusted for household size.

d. Persons and families meeting the definition set forth in Paragraph 1(b) above shall be referred to as "Eligible Households."

2. Program Requirements.

a. **Affordability Restrictions.** Owner hereby covenants and agrees that during the term of this Agreement all of the requirements and restrictions of this Agreement shall apply, and the Property shall be sold or otherwise transferred only pursuant to the terms and conditions of this Agreement and only to (i) Eligible Households at a price not to exceed the Adjusted Resale Price, as defined in Paragraph 5, (ii) the Agency pursuant to Paragraph 3, or (iii) a permitted transferee pursuant to Paragraph 9.

b. **Disclosure.** DURING THE TERM OF THIS AGREEMENT THERE SHALL BE NO SALE OR OTHER TRANSFER OF THE PROPERTY WITHOUT THE WRITTEN CERTIFICATION BY THE AGENCY THAT THE TRANSFeree QUALIFIES AS AN ELIGIBLE HOUSEHOLD AND THAT THE PROPERTY IS BEING TRANSFERRED AT A PRICE NOT TO EXCEED THE ADJUSTED RESALE PRICE, WHICH IS CAPPED AT THE AFFORDABLE UNIT COST AS DEFINED IN PARAGRAPH 1.a. ANY SALE OR OTHER TRANSFER OF THE PROPERTY IN VIOLATION OF THIS COVENANT SHALL BE VOID.

c. **Principal Residence Requirement.** OWNER COVENANTS AND AGREES THAT HE/SHE/THEY SHALL OCCUPY THE PROPERTY AS HIS/HER/THEIR PRINCIPAL RESIDENCE FOR THE DURATION OF HIS/HER/THEIR OWNERSHIP AND SHALL NOT RENT OR LEASE THE PROPERTY OR PORTION THEREOF DURING THE TERM OF THIS AGREEMENT. Without limiting the generality of the foregoing, any absence from the Property by Owner for a period of ninety (90) or more days shall be deemed an abandonment of the Property as the principal residence of Owner in violation of the conditions of this Paragraph. Upon request by the Agency made from time to time, the Owner of the Property shall submit an affidavit to the Agency certifying that the Property is the Owner's principal residence and provide such documents and other evidence as may be requested to verify Owner's compliance with this requirement. Abandonment of the Property shall constitute an Option Event (as defined in Paragraph 3.c below) and shall entitle the Agency to exercise its Option to purchase the Property.

3. Option to Purchase.

a. **Grant of Option to Purchase.** Owner hereby grants to the Agency an option (“Option”) to purchase all of Owner’s right, title and interest in and to the Property upon the occurrence of an Option Event (defined in Paragraph 3.c below), subject to the terms and conditions contained herein.

b. **Assignment of the Option.** The Agency may assign the Option to another government entity, a non-profit affordable housing provider or a person or family that qualifies as an Eligible Household. The Agency’s assignment of the Option shall not extend any time limits contained herein with respect to the exercise period of the Option or the period within which the Property must be purchased.

c. **Events Giving Rise to Right to Exercise Option.** The Agency shall have the right to exercise its Option upon the occurrence of any of the following events (each, an “Option Event”):

i. Receipt of a Notice of Intent to Transfer (defined in Paragraph 3.d.i below);

ii. Any actual, attempted or pending sale, conveyance, transfer, lease or other attempted disposition of the Property or of any estate or interest therein, except as provided in Paragraph 10 below;

iii. Any actual, attempted or pending encumbrance of the Property, including without limitation by way of mortgage or deed of trust, or by judgment, mechanics, tax or other lien, except as provided in Paragraph 9 below;

iv. Recordation of a notice of default and/or notice of sale pursuant to California Civil Code section 2924 (or successor provisions) under any deed of trust or mortgage with a power of sale encumbering the Property;

v. Commencement of a judicial foreclosure proceeding regarding the Property;

vi. Execution by Owner of any deed in lieu of foreclosure transferring ownership of the Property;

vii. Commencement of a proceeding or action in bankruptcy, whether voluntary or involuntary, pursuant to Title 11 of the United States Code or other bankruptcy statute, or any other insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship, concerning the Owner; or

viii. Any violation by Owner of any provision of this Agreement including, without limitation, the conditions set forth in Paragraph 2 above.

d. **Method of Exercising the Option.**

i. **Notice of Intent to Transfer.** If Owner desires to sell, convey, transfer (other than pursuant to Paragraph 9), lease, encumber (other than pursuant to Paragraph

10) or otherwise dispose of the Property or of any estate or interest therein, no less than 60 days prior to the date of such proposed sale, conveyance, transfer, lease, encumbrance or disposition, Owner shall notify Agency in writing to that effect (the "Notice of Intent to Transfer"). The Notice of Intent to Transfer shall be in substantially the form attached hereto as Exhibit B. In the case of a proposed sale of the Property to an identified prospective purchaser, the Owner shall submit to the Agency, together with the Notice of Intent to Transfer, a copy of the prospective purchaser's income certification, a list of all assets owned by the prospective purchaser, and other financial information reasonably requested by Agency, in a form approved by the Agency, along with the income certification to be provided to any lender making a loan to the prospective purchaser. The Agency may require documentation evidencing and supporting the income and other financial information contained in the certifications.

ii. **Notice of Exercise.** Upon the occurrence of any Option Event, the Agency may exercise its Option by delivering notice, pursuant to Paragraph 16 and within the time period specified in Paragraph 3(d)(iv), to Owner of Agency's intent to exercise such Option pursuant to the terms of this Agreement ("Notice of Exercise"). The Notice of Exercise may be in the form attached hereto and incorporated herein as Exhibit C, or in such other form as the Agency may from time to time adopt. If the Option Event relates to the potential foreclosure of a mortgage under Paragraphs 3.c.iv, 3.c.v, or 3.c.vi, then the Agency shall also deliver the Notice of Exercise to the mortgagee or beneficiary under such mortgage, at such mortgagee's or beneficiary's address of record in the Office of the Recorder of Santa Clara County.

iii. **Notice of Consent to Transfer.** If the Agency does not exercise the Option, it may give its consent to the occurrence of the Option Event ("Consent to Transfer"). If the Option Event involves a proposed sale of the Property to a prospective purchaser, the Agency's consent shall be conditioned upon (i) the proposed purchaser's qualification as an Eligible Household; (ii) the sale of the Property at a price not to exceed the Adjusted Resale Price; (iii) the proposed purchaser's execution of a Disclosure Statement in the form attached hereto as Exhibit F or such other form or forms as may be promulgated by the Agency; and (iv) the proposed purchaser's assumption of Owner's duties and obligations under this Agreement pursuant to a written assumption agreement in a form acceptable to Agency, or execution of an agreement substantially similar to this Agreement, within sixty (60) days after the Consent to Transfer has been delivered to Owner and recordation of such assumption agreement or substitute agreement. If the prospective purchaser (i) fails to qualify as an Eligible Household, (ii) fails to execute and deliver the Disclosure Statement to the Agency, or (iii) fails to execute and deliver to the Agency an assumption agreement or an agreement substantially similar to this Agreement within such sixty (60) day period, then the Consent to Transfer shall expire and the Agency may, at its option, either notify Owner of the disqualification, thereby entitling Owner to locate another purchaser who qualifies as Eligible Household, or exercise the Option, as if no Consent to Transfer had been delivered.

iv. **Time Period for Notice.** The Agency shall deliver a Consent to Transfer, if applicable, not later than sixty (60) days after the date that it receives notification of an Option Event. The Agency shall deliver a Notice of Exercise, if applicable, on or before the date which is the later to occur of the following: (i) sixty (60) days after the date that the Agency receives notification of an Option Event or (ii) thirty (30) days after a Consent to Transfer has expired. For purposes of computing commencement of the delivery periods, the Agency shall be

deemed to have received notification of an Option Event on the date of delivery of a Notice of Intent to Transfer, pursuant to the terms of Paragraph 16 below or on the date it actually receives notice of default, summons and complaint or other pleading, or other writing specifically stating that an Option Event has occurred. The Agency shall have no obligation to deliver a Notice of Exercise or Consent to Transfer, and the applicable time period for exercise of the Option shall not commence to run, unless and until the Agency has received notification of an Option Event in the manner specified in this subparagraph. If there is a stay or injunction imposed by court order precluding the Agency from delivering its Consent to Transfer or Notice of Exercise within the applicable time period, then the running of such period shall cease until such time as the stay is lifted or the injunction is dissolved and the Agency has been given written notice thereof, at which time the period for delivery of a Consent to Transfer or Notice of Exercise shall again begin to run.

v. **Notice of Abandonment.** If the Agency fails to deliver a Notice of Exercise or Consent to Transfer within the time periods set forth in paragraph 3.d.iv, upon request by Owner, the Agency shall cause to be filed for recordation in the Office of the Recorder of Santa Clara County, a notice of abandonment, which shall declare that the provisions of the Option are no longer applicable to the Property. Unless Owner requests recordation of notice of abandonment within 30 days of the Agency's failure to deliver Notice of Exercise or Consent to Transfer, the Agency shall have no obligation to record the notice of abandonment. Upon recordation of a notice of abandonment, the Option shall terminate and have no further force and effect. If the Agency fails to record a notice of abandonment, the sole remedy of Owner shall be to obtain a judicial order instructing prompt recordation of such a notice.

vi. **Right to Reinstatement.** If the Option Event is the recordation of a notice of default, then the Agency shall be deemed to be Owner's successor in interest under California Civil Code Section 2924c (or successor section) solely for purposes of reinstatement of any mortgage on the Property that has led to the recordation of the notice of default. As Owner's deemed successor in interest, the Agency shall be entitled to pay all amounts of principal, interest, taxes, assessments, homeowners' association fees, insurance premiums, advances, costs, attorneys' fees and expenses required to cure the default. If the Agency exercises the Option, then any and all amounts paid by the Agency pursuant to this Paragraph shall be treated as Adjustments to the Base Resale Price for the Property, as defined in Paragraph 5 below.

vii. **Inspection of Property.** After receiving a Notice of Intent to transfer or delivering a Notice of Exercise, the Agency shall be entitled to inspect the Property one or more times prior to the close of escrow to determine the amount of any Adjustments to the Base Resale Price. Before inspecting the Property, the Agency shall give Owner not less than forty-eight (48) hours' written notice of the date, time and expected duration of the inspection. The inspection shall be conducted between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding court holidays, unless the parties mutually agree in writing to another date and time. Owner shall make the Property available for inspection on the date and at the time specified in the Agency's request for inspection.

viii. **Escrow.** Promptly after delivering a Notice of Exercise, the Agency shall open an escrow account for its purchase of the Property. Close of escrow shall take place on the date that is the later to occur of the following, (a) ninety (90) days after a Notice of Exercise has been delivered, or (b) ten (10) days after Owner has performed all acts and executed all documents required for close of escrow. Prior to the close of escrow, the Agency shall deposit into escrow with a title company of Agency's choosing, an amount equal to the Adjusted Resale Price as defined in Paragraph 5 below and all escrow fees and closing costs to be paid by Agency. Commissions (not to exceed 6% of the actual sales price), closing costs and title insurance shall be paid pursuant to the custom and practice in the County of Santa Clara at the time of the opening of escrow, or as may otherwise be provided by mutual agreement. Owner agrees to perform all acts and execute all documents reasonably necessary to effectuate the close of escrow and transfer of the Property to the Agency.

ix. **Proceeds of Escrow; Removal of Exceptions to Title.** Prior to close of escrow, Owner shall cause the removal of all exceptions to title to the Property that were recorded after the Effective Date with the exception of (i) taxes for the fiscal year in which the escrow for this transaction closes, which taxes shall be prorated as between Owner and Agency as of the date of close of escrow; (ii) quasi-public utility, public alley, public street easements, and rights of way of record, and (iii) such other liens, encumbrances, reservations and restrictions as may be approved in writing by Agency ("Permitted Exceptions").

The purchase price deposited into escrow by the Agency shall be applied first to the payment of any and all Permitted Encumbrances (as defined in Paragraph 10) recorded against the Property in order of lien priority, and thereafter to the payment of Owner's share of escrow fees and closing costs. Any amounts remaining after the purchase price has been so applied, if any, shall be paid to Owner upon the close of escrow. If the purchase price is insufficient to satisfy all liens and encumbrances recorded against the Property, the Owner shall deposit into escrow such additional sums as may be required to remove said liens and encumbrances. In the event that the Agency agrees to proceed with close of escrow prior to the date that Owner has caused all exceptions to title recorded after the Effective Date other than Permitted Exceptions to be removed, then Owner shall indemnify, defend and hold Agency harmless from any and all costs expenses or liabilities (including attorneys' fees) incurred or suffered by Agency that relate to such exceptions and their removal as exceptions to title to the Property.

4. **Base Resale Price.** Prior to adjustment pursuant to Paragraph 5 the base resale price ("Base Resale Price") of the Property shall be the lowest of: **\$250,000.00**

a. **Median Income.** The original price ("Base Price") paid by Owner for acquisition of the Property pursuant to the Program, increased (but not decreased) by an amount, if any, equal to the Base Price multiplied by the percentage increase in the median household income ("Median Income") for Santa Clara County published by the California Department of Housing and Community Development, Division of Housing Policy Development, between the Effective Date and the date that the Agency receives notification of an Option Event; or

b. **Index Price.** The Base Price increased (but not decreased) by an amount, if any, equal to the Base Price multiplied by the percentage increase in the Consumer Price Index

for All Urban Consumers for the San Francisco-Oakland-San Jose published by the U.S. Department of Labor, Bureau of Labor Statistics ("Index") between the Recording Date and the date that the City receives notification of an Option Event; or

c. **Fair Market Value.** The fair market value of the Property as determined by an appraiser selected and paid for by Owner and approved in writing by the Agency.

To compute the Base Resale Price, the Agency may use the Base Resale Price Worksheet attached as Exhibit D hereto, or such other form as the Agency may from time to time adopt.

5. **Adjustments to Base Resale Price.** Subject to the Affordable Unit Cost restriction described in subparagraph (d) below, the Base Resale Price shall be increased or decreased, as applicable, by the following adjustment factors ("Adjustment"):

a. **Capital Improvements.** An increase for capital improvements made to the Property, but only if the amount of such improvements has been previously approved in writing by the Agency after Owner has submitted original written documentation of the cost to the Agency for verification. The amount of the Adjustment shall equal the original cost of any such capital improvements.

b. **Damages.** A decrease by the amount necessary to repair damage to the Property, if any, and to place the Property into saleable condition as reasonably determined by the Agency upon Agency's exercise of its Option hereunder, including, without limitation, amounts attributed to cleaning; painting; replacing worn carpeting and draperies; making necessary structural, mechanical, electrical and plumbing repairs; and repairing or replacing built-in appliances and fixtures. Owner hereby covenants to, at Owner's expense, maintain the Property in the same condition as in existence on the date of Agency's Notice of Exercise, reasonable wear and tear excepted.

c. **Advances by the Agency.** A decrease in an amount equal to the sum of all costs advanced by the Agency for the payment of mortgages, taxes, assessments, insurance premiums, homeowner's association fees and/or associated late fees, costs, penalties, interest, attorneys' fees, pest inspections, resale inspections and other expenses related to the Property, which Owner has failed to pay or has permitted to become delinquent.

d. **Adjusted Resale Price Not to Exceed Affordable Unit Cost.** The Base Resale Price as adjusted, is hereinafter referred to as the "Adjusted Resale Price." Notwithstanding any other provision hereof to the contrary, in no event shall the Adjusted Resale Price exceed the Affordable Unit Cost.

6. **Priority and Effectiveness of the Option.**

a. **Recordation.** This Agreement shall be recorded in the Office of the Recorder of the County of Santa Clara on or as soon as practicable after the Effective Date. The Option shall have priority over any subsequent sale, conveyance, transfer, lease or other disposition or encumbrance of the Property, or of any estate or interest therein, and in the event of exercise of the Option by Agency, the Agency shall take the Property subject only to Permitted Exceptions.

Except as otherwise provided in Paragraph 7.a, the exercise of the Option by the Agency at any time and from time to time shall not extinguish the Option or cause a merger of the Option into any estate or other interest in the Property, and the Option shall continue to exist and be effective with respect to the Property against any and all subsequent owners in accordance with the terms and conditions hereof.

b. **Request for Notice of Default.** The Agency shall file a Request for Notice of Default for recordation in the Office of the Recorder of the County of Santa Clara promptly upon execution of this Agreement (see Exhibit E).

7. Survival of Option Upon Transfer.

a. **In General.** The Agency's right to exercise the Option shall survive any transfer of the Property by Owner. Each transferee, assignee or purchaser of the Property during the term hereof shall be required to execute an agreement substantially in the form of this Agreement, provided that the term of any such agreement shall be for the duration of the term hereof as of the date of any such transfer, assignment or sale. The Option may be exercised against the Property throughout the term hereof, regardless of whether the Property is owned, possessed or occupied by Owner or any successor, transferee, assignee, heir, executor, or administrator of Owner, regardless of household income (if applicable) including a debtor-in-possession, debtor or trustee pursuant to Title 11 of the United States Code. Notwithstanding the foregoing, the Option shall not survive (i) the sale and transfer of the Property to a third party purchaser pursuant to a judicial or non-judicial foreclosure or a deed-in-lieu of foreclosure under a power of sale contained in a mortgage or deed of trust held by an institutional lender, provided that the Agency has received timely notice of such Option Event and has failed to either reinstate said mortgage or deed of trust or exercise its Option, or (ii) the recording of an instrument conveying Owner's interest in the Property to the Agency, or its assignee, provided the conveyance is in accordance with the terms of this Agreement.

b. **HUD Insured Mortgage.** If Owner has acquired the Property by a mortgage insured by the Secretary of the United States Department of Housing and Urban Development, and a notice of default has been recorded pursuant to California Civil Code Section 2924 (or successor provisions), then this Option shall automatically terminate if title to the Property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the insured mortgage is assigned to the Secretary.

8. **Voidable Transfers.** As long as the Option has not been abandoned pursuant to Paragraph 3.d.v, any actual or attempted sale, conveyance, transfer or other disposition of the Property, or of any estate or interest therein, in violation of the terms and conditions of this Agreement, shall be voidable at the election of the Agency.

9. **Permitted Transfers.** Provided that the transferee assumes, within 30 days of a written request by the Agency, all of Owner's duties and obligations under this Agreement pursuant to a written assumption agreement in a form acceptable to Agency, or at Agency's election, execution of an agreement substantially similar to this Agreement, the following transfers ("Permitted Transfers") of title to the Property, or of any estate or interest therein, shall not be subject to the Agency's prior approval, shall not trigger the exercise of the Option, and

shall not be considered Option Events: (a) a good-faith transfer by gift, devise or inheritance to Owner's spouse or issue; (b) a taking of title by a surviving joint tenant; (c) a court-ordered transfer of title to a spouse as part of a divorce or dissolution proceeding; (d) a transfer by Owner into an inter vivos trust in which the Owner is a beneficiary and the Owner continues to occupy the property as his/her primary residence; (e) an acquisition of title, or of any interest therein, in conjunction with marriage; or (f) any good faith transfer to an Eligible Household. Notwithstanding any Permitted Transfer, the Option shall remain effective with respect to the Property for the duration of the term hereof.

10. Permitted Encumbrances and Refinancing. This Option shall not become exercisable as the result of Owner's encumbering the Property for the purpose of securing financing to purchase the Property pursuant to the Program, to refinance indebtedness incurred to purchase the Property pursuant to the Program, or to make necessary repairs to the Property in an amount approved by Agency pursuant to Paragraph 5a ("Permitted Encumbrances"). The maximum aggregate amount of such encumbrances outstanding at any time (the "Permitted Encumbrance Amount") shall not exceed an amount equal to ninety percent (90%) of the Base Resale Price calculated as provided in Paragraph 4. The Permitted Encumbrance Amount shall be calculated as if the Agency had received notification of an Option Event on the earlier of (a) the date on which the deed of trust or mortgage securing the indebtedness is filed for record in the Office of the Recorder of the County of Santa Clara, or (b) the date the Agency receives Notice of Intent to Transfer pursuant to Paragraph 3.d.i above. Owner hereby covenants and agrees that he/she/they shall use his/her/their best efforts to ensure that any deed of trust or other agreement encumbering the property shall include provisions providing for notice to be delivered to Agency of any default thereunder and for Agency's right to cure such default at Agency's election.

11. Obligation of Owner After Option Abandonment. If the Agency records a notice of abandonment of the Option, then the Property may be sold by Owner to a third party without restriction as to price; however, upon such sale, Owner shall pay to Agency an amount ("Agency's Share") equal to eighty-five percent (85%) of the difference between (a) the actual sales price net of reasonable and customary real estate commissions paid (such commissions not to exceed six percent (6%) of the actual sales price), and (b) the Adjusted Resale Price. The Agency's Share shall be paid to the Agency concurrently with close of escrow on the sale of the Property, or upon receipt by Owner of the sale price for the Property, whichever shall first occur.

12. Limits on Liability. In no event shall the Agency become liable or obligated in any manner to Owner by reason of the assignment of this Agreement or the Option, nor shall Agency be in any way liable or obligated to Owner for any failure of the Agency's assignee to consummate a purchase of the Property or to comply with the terms of this Agreement or the Option, or any escrow instructions or agreement for the purchase of the Property.

13. Insurance Proceeds and Condemnation Award. In the event the Property is destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild the Property, or, in the event of condemnation, if the proceeds thereof are distributed to Owner, any surplus of proceeds remaining after payment of the senior liens and encumbrances on the Property shall be distributed as follows: that portion of the surplus up to, but not to exceed, the

net amount Owner would have received pursuant to Paragraph 3.d.ix had the Agency exercised its Option on the date of the destruction of condemnation valuation date shall be distributed to Owner, and the balance of such surplus, if any, shall be distributed to the Agency.

14. Effective Date. The rights and obligations of the Agency and Owner set forth in this Agreement shall be effective as of the Effective Date.

15. Term of Agreement and Option. The restrictions contained herein and the Agency's option to purchase the Property shall continue for a period of forty-five (45) years commencing on the Effective Date.

16. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:

- (a) personal delivery, in which case notice shall be deemed delivered upon receipt;
- (b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;
- (c) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or
- (d) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

Agency: Milpitas Redevelopment Agency
455 Calaveras Boulevard
Milpitas, CA 95035
Attn: Executive Director

Owner: Michael Quintana
173 Parc Place
Milpitas, CA 95035

17. Remedies Upon Breach.

a. **Specific Performance.** Owner acknowledges that any breach in the performance of its obligations under this Agreement shall cause irreparable harm to the Agency. Owner agrees that the Agency is entitled to equitable relief in the form of specific performance upon its exercise of the Option, and that an award of damages shall not be adequate to compensate the Agency for Owner's failure to perform according to the terms of this Agreement.

b. **Other Remedies.** Agency shall have all of the remedies provided for at law or equity.

18. General Provisions.

a. **Attorneys' Fees.** If either party initiates legal proceedings to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and costs in additions to any other recovery to which it is entitled under this Agreement.

b. **No Joint Venture; No Third-Party Beneficiary.** No joint venture or other partnership exists or is created between the Parties by virtue of this Agreement. Except as expressly stated herein, this Agreement does not benefit any third party.

c. **Successors; Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective heirs, executors, administrators, successors and assigns. Agency shall have the right to assign all of its rights and obligations under this Agreement without the consent of Owner.

d. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior negotiations, correspondence, understandings and agreements with respect thereto. There are no representations, promises, agreements or other understandings between the Parties relating to the subject matter of this Agreement that are not expressed herein. This Agreement may be modified only by an instrument in writing executed by the Parties or their respective successors in interest.

e. **Survival; No Merger.** All of the terms, provisions, representations, warranties and covenants of the Parties under this Agreement shall survive the close of escrow of any sale of the Property and shall not be merged in any deed transferring the Property.

f. **Authority And Execution.** Each Party represents and warrants that it has full power and authority to enter into this Agreement and to undertake all of its obligations hereunder, that each person executing this Agreement on its behalf is duly and validly authorized to do so.

g. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

h. **Waiver; Modification.** No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith. No evidence or any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising out of or affecting this Agreement or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth. A waiver or breach of any covenant, condition or provision of this Agreement shall not be deemed a waiver of any other covenant, condition or provision hereof.

i. **Construction.** The section headings and captions used in this Agreement are for convenience of reference only and shall not modify, define, limit or amplify any of the terms or provisions hereof. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared it.

j. **Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of California.

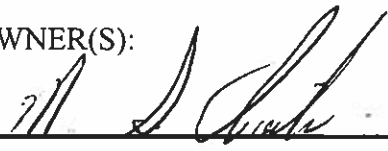
k. **Time of the Essence.** Time is of the essence in this Agreement as to each provision in which time is an element of performance.

l. **Further Assurances.** Each Party will, upon reasonable request of the other Party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be reasonably necessary in order to fulfill the intents and purposes of this Agreement.

m. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

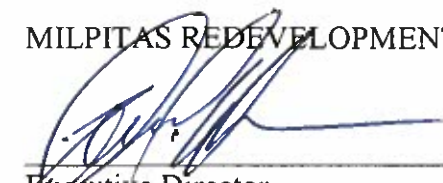
OWNER(S):



Michael Quintana

AGENCY:

MILPITAS REDEVELOPMENT AGENCY



Executive Director
Thomas C. Williams

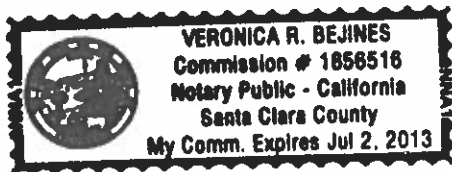
ACKNOWLEDGEMENT

State of California

County of Santa Clara

On 12-17-09 before me, Veronica R. Bejines, Public Notary,
Date Here Insert Name and Title of the Officer

Personally appeared Michael G. Quintana
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.

Signature Veronica R. Bejines
Signature of Notary Public

Place Notary Seal Above

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.

Description of Attached Document

Title or Type of Document: Resale Restriction Agreement - 173 Parc Place Milpitas, CA

Document Date: 12-17-09 Number of Pages: _____

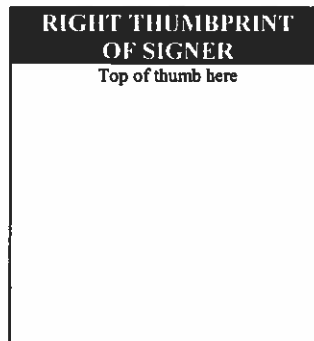
Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael G. Quintana

- ☒ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



State of California)
County of Santa Clara)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

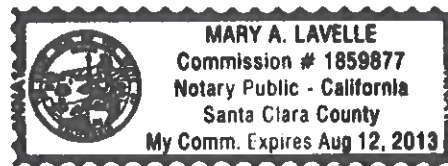
On 12-18-09 before me, Mary A. Lavelle, Notary Public,
(here insert name and title of the officer)

personally appeared Thomas C. Williams

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 Mary A. Lavelle

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☒ Corporate Officer(s) RDA Exec. Dir.
Title(s)

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

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code §27281)

This is to certify that the interest in real property conveyed by the Resale Restriction and Option to Purchase Agreement dated December 17, 2009 from Michael Quintana to Milpitas Redevelopment Agency is hereby accepted by the undersigned office or agent on behalf of the Milpitas Redevelopment Agency pursuant to authority conferred by the Resolution No. RA217 dated December 3, 2003 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: December 17, 2009

By: 

Its: Principal Housing Planner

EXHIBIT A

Legal Description

[To be inserted]

LEGAL DESCRIPTION

Real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

A CONDOMINIUM COMPRISED OF:

PARCEL 1:

AN UNDIVIDED 1/6TH, FEE SIMPLE INTEREST AS A TENANT IN COMMON IN AND TO MODULE NO. 19, EXCEPTING THEREFROM ALL RESIDENTIAL UNITS SITUATED WITHIN THE MODULE, AS THE MODULE IS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN FOR PARC PLACE (THE "CONDOMINIUM PLAN") RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY ON SEPTEMBER 14TH, 2004 AS INSTRUMENT NO. 18000757 OFFICIAL RECORDS, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO PARC PLACE CONDOMINIUM PLAN CERTIFICATE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY ON APRIL 8, 2005 AS INSTRUMENT NO. 18311672, OFFICIAL RECORDS, AND WHICH MODULE IS SITUATED ON LOT 10 OF TRACT 9569 FOR CONDOMINIUM PURPOSES, PARC PLACE (THE "FINAL MAP"), IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, WHICH FINAL MAP WAS FILED ON SEPTEMBER 14TH, 2004, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, IN BOOK 775 OF MAPS AT PAGES 14 THROUGH 22 SANTA CLARA COUNTY RECORDS.

PARCEL 2:

RESIDENTIAL UNIT NO. RU 1902, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, EXCEPTING THEREFROM NON-EXCLUSIVE EASEMENTS FOR MAINTENANCE, ENCROACHMENT, SUPPORT, REPAIR, DRAINAGE AND ALL OTHER PURPOSES AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PARC PLACE, WHICH DECLARATION RECORDED SEPTEMBER 14TH, 2004 AS INSTRUMENT NO. 18000758, OFFICIAL RECORDS, AND THAT CERTAIN SUPPLEMENTAL DECLARATION OF PARC PLACE (PHASE 7), RECORDED SEPTEMBER 29, 2004 AS INSTRUMENT NO 18024273, OFFICIAL RECORDS, SANTA CLARA COUNTY, CALIFORNIA, (BOTH OF WHICH SHALL HEREINAFTER BE REFERRED TO AS THE "DECLARATION")

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND ACCESS IN, OVER, THROUGH AND ACROSS THE PORTION OF LOTS 1 THROUGH 17, INCLUSIVE, AND LETTERED LOTS A AND B, OF TRACT 9569 FOR CONDOMINIUM PURPOSES, PARC PLACE, IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, FILED SEPTEMBER 14TH, 2004 IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, IN BOOK 775 OF MAPS AT PAGES 14 THROUGH 22, SANTA CLARA COUNTY RECORDS, DESIGNATED AS "EMERGENCY ACCESS EASEMENT" AS SHOWN ON THE FINAL MAP.

PARCEL 4:

AN NON-EXCLUSIVE EASEMENT OVER THE PORTION OF THE COMMON AREA, AS DEFINED IN THE DECLARATION AND AS SHOWN IN THE CONDOMINIUM PLAN, DESIGNATED AS BEING APPURTENANT TO THE RESIDENTIAL UNIT IN THE CONDOMINIUM PLAN, WHICH AREAS MAY INCLUDE EXCLUSIVE USE PATIO AREAS, EXCLUSIVE USE DECK AREAS AND/OR EXCLUSIVE USE PARKING SPACES (ALL AS DEFINED IN THE DECLARATION AND AS SHOWN IN THE CONDOMINIUM PLAN).

PARCEL 5:

NON-EXCLUSIVE APPURTENANT EASEMENTS IN AND TO THE ASSOCIATION PROPERTY WITHIN THE PHASE IN WHICH THE RESIDENTIAL UNIT IS SITUATED FOR USE OF THE ASSOCIATION PROPERTY PURSUANT TO THE TERMS OF THE DECLARATION, AND NON-EXCLUSIVE APPURTENANT EASEMENTS IN AND TO THE COMMON AREA WITHIN THE PHASE IN WHICH THE RESIDENTIAL UNIT IS SITUATED, SUBJECT TO ANY EXCLUSIVE USE EASEMENT AREAS AND ANY OTHER RESERVATIONS SET FORTH IN THE DECLARATION. AS USED IN THIS DEED, REFERENCES TO "ASSOCIATION PROPERTY", "RESIDENTIAL UNIT", "PHASE", "EXCLUSIVE USE EASEMENT AREAS" AND ANY OTHER DEFINED TERMS SHALL HAVE THE MEANINGS AS SET FORTH IN THE DECLARATION AND THE CONDOMINIUM PLAN.

PARC PLACE/PH.7.

APN: 086-54-107-00

EXHIBIT B
FORM: NOTICE OF INTENT TO TRANSFER

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

To: Milpitas Redevelopment Agency
455 East Calaveras Boulevard
Milpitas, CA 95035
Attn: Agency Executive Director

Date: _____

Re: Notice of Intent to Transfer

Pursuant to the terms of the Resale Restriction and Option to Purchase Agreement, dated _____, the undersigned Owner(s), _____, hereby give(s) notice of his/her/their intent to transfer the property located at _____, Milpitas, California (the "Property"). Owner may be contacted at the Property or at the following address:

Owner's daytime telephone number is (____) _____

[If applicable: The proposed transfer of the Property is to the following person(s):

Name: _____

Address: _____

Telephone: (____) _____]

The proposed transfer is (check one):

☐ Sale

☐ Other

Specify: _____

Owner(s) signature(s):

EXHIBIT C
FORM: NOTICE OF EXERCISE

Date: _____

To: _____
Owner or Transferee

Address

Re: Notice of Exercise

The Milpitas Redevelopment Agency ("Agency") hereby gives notice that it is exercising its option to purchase the real property located at _____, Milpitas, California. The option has been granted to the Agency pursuant to the Resale Restriction and Option to Purchase Agreement between Owner and the Agency dated _____ and recorded on _____ as Instrument No. _____ . [The Agency has assigned its option to purchase the real property to _____.] An escrow for the purchase will be opened with the First American Title Company.

REDEVELOPMENT AGENCY

By: _____

Its: _____

EXHIBIT D

BASE RESALE PRICE WORKSHEET

Date: _____
Owner: _____
Address: _____
Purchase Price: _____
Date of Purchase: _____
Years Owned: _____ years

METHOD #1: CALCULATION BASED ON INCREASE IN MEDIAN INCOME***

Present Median Income: \$ _____	Effective Date: _____
Family of four, County of Santa Clara (at time of sale of unit)	
Original Median Income: \$ _____	Effective Date: _____
Family of four, County of Santa Clara (at time of purchase of unit)	
Amount of Increase: _____	
Family of four, County of Santa Clara (Present median income minus original median income)	
Increase in Price: _____	x _____ x _____ = _____
Method #1 Resale Price: _____	+ _____ = _____

METHOD #2: CALCULATION BASED ON INCREASE IN MEDIAN INCOME

Present CPI: _____	Effective Date: _____
Original CPI: _____	Effective Date: _____
Rate of Increase: _____ per annum	
Increase in Price: _____	x _____ x _____ = _____
Method #2 Resale Price: _____	+ _____ = _____

Based on the above, the base resale price as of this date, _____, is: _____

By: _____

EXHIBIT F

DISCLOSURE STATEMENT

THERE ARE RESTRICTIONS ON THE SALE OF THE PROPERTY YOU ARE BUYING. EXCEPT FOR A TRANSFER TO THE CITY FOLLOWING CITY'S EXERCISE OF ITS OPTION TO PURCHASE, THIS PROPERTY MAY ONLY BE SOLD TO AN "ELIGIBLE HOUSEHOLD" AT A PRICE NOT TO EXCEED THE ADJUSTED RESALE PRICE WHICH IS CAPPED AT AN "AFFORDABLE HOUSING COST."

THIS MEANS THAT YOU MAY NOT SELL THE PROPERTY FOR MARKET VALUE TO WHOMEVER YOU LIKE.

THESE RESTRICTIONS WILL BE IN EFFECT UNTIL December 17, 2044 **SALE OF THE PROPERTY IN VIOLATION OF THE RESTRICTIONS SHALL BE VOIDABLE AT THE ELECTION OF THE CITY.**

TO DETERMINE WHO AN ELIGIBLE HOUSEHOLD IS, AND WHAT THE ADJUSTED RESALE PRICE AND AFFORDABLE HOUSING COST ARE, YOU SHOULD CONTACT THE MILPITAS REDEVELOPMENT AGENCY.

YOU SHOULD ALSO READ THE RESALE RESTRICTION AND OPTION TO PURCHASE AGREEMENT RECORDED AGAINST THE PROPERTY. YOU MAY OBTAIN A COPY FROM THE MILPITAS REDEVELOPMENT AGENCY OR FROM THE ESCROW COMPANY.

I HAVE READ THE FOREGOING AND I UNDERSTAND WHAT IT MEANS.



BUYER

BUYER



October 03, 2025

ISRAEL DEMETRIUS QUINTANA, TRUSTEE OF THE MICHAEL
QUINTANA REVOCABLE TRUST, DATED OCTOBER 26, 2018

File No.: **24-11232**
Association: PARC PLACE HOMEOWNERS ASSOCIATION
Owner(s): ISRAEL DEMETRIUS QUINTANA, TRUSTEE OF THE MICHAEL QUINTANA REVOCABLE
TRUST, DATED OCTOBER 26, 2018
Property: 173 PARC PLACE DRIVE
MILPITAS, CA 95035

**TRUSTEE'S FORECLOSURE SALE IMMINENT
TO AVOID ADDITIONAL COSTS, PLEASE CONTACT US
BY 10-17-2025**

Allied Trustee Services has been retained by PARC PLACE HOMEOWNERS ASSOCIATION to collect assessments and/or other charges with respect to the above-referenced property.

The Association has authorized Allied to schedule a foreclosure sale on your property at 173 PARC PLACE DRIVE , MILPITAS, CA 95035.

1. Setting a foreclosure sale will add many hundreds of dollars of collection cost that will be added to the debt.
2. We can usually work with you to avoid foreclosure, but you must contact our office right away.
3. We can often arrange a payment plan that will hold the collections process while you pay off the debt.
4. Unless you make payment arrangements with our office by 10-17-2025, we will proceed with setting the sale.

**If you wish to work out a solution before foreclosure, call our
office at 877-282-4991 right away.**

Bankruptcy Notice: If you are a debtor in an active bankruptcy case, this letter is not an attempt to collect either a pre-petition or post-petition debt, and no action will be taken in violation of the Automatic Stay that may be in effect in your bankruptcy case if an Order for Relief from the Automatic Stay has not been issued. If you received a discharge of the debt in a bankruptcy case, this letter is not an attempt to collect the discharged debt.

Please provide your bankruptcy case information or a copy of the discharge order for our records.

**ALLIED IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**





Allied Trustee

1601 Response Road, Suite 390
Sacramento, CA 95815

ISRAEL DEMETRIUS QUINTANA, TRUSTEE OF THE MICHAEL QUINTANA REVOCABLE TRUST,
DATED OCTOBER 26, 2018

Sent via email to: CENRIQUEZ@HOUSEKEYS.ORG



24-11232



October 14, 2025

File No.: **24-11232**
Association: PARC PLACE HOMEOWNERS ASSOCIATION
Property: 173 PARC PLACE DRIVE
MILPITAS, CA 95035

CONFIRMATION OF PAYMENT PLAN

Delinquency amount as of **10-14-2025**: **\$19,666.94**

To be paid over **24** months as follows:

- 1** payment of **\$1,238.00** due on **10-30-2025**
- 22** payments of **\$1,238.00** monthly starting on **11-28-2025** and continuing on the **30th** day of each following month
- 1** final payment due **09-30-2027** in an amount sufficient to bring the Association account current

You must call Allied Trustee Services at 877-282-4991 prior to remitting final payment to confirm the correct amount to pay.

Payment address: **Allied Trustee Services**
P.O. Box 1470
Suisun City, CA 94585-4470

Automatic payment is available via ACH debit. Please return the attached form if desired.

***Please contact Customer Service to make a payment over the phone (at no charge),
if you have questions, or wish to pay off your plan at 877-282-4991 or
email info@alliedtrustee.com***

PAYMENT PLAN TERMS

1. The amount currently due to PARC PLACE HOMEOWNERS ASSOCIATION is \$19,666.94 through 10-14-2025 (Delinquency), which includes a fee of \$125.00 to prepare this Payment Plan.

2. The monthly payments include the above Delinquency, plus any additional ongoing amounts which become due and payable during the term of this Payment Plan, such as ongoing assessments and interest (if any). The monthly payment also includes a fee of \$30.00 per installment for administering the plan, as long as assessments remain delinquent. If applicable, you must pay all other future amounts coming due including any increases in the periodic assessments, special and reimbursement assessments, late charges, accruing interest (if any), fines (if any) and collection costs. If such amounts are not paid, Association may record a new lien to include any additionally delinquent amounts and the fees and costs thereof will be added to the final payment amount. If a lien has not already been recorded at the time of this Payment Plan, the Association may record one.
3. No payment reminders or statements will be provided. You must make payments per the terms stated above. ***If you wish to pay off this Payment Plan early, you must call Allied Trustee Services at the above number prior to making an early final payment to confirm the correct amount to pay.***
4. Unless arrangements for automatic payment have been made, payments must be made by cash, by personal check, cashier's check or money order payable to Allied Trustee Services and mailed via US Postal Service to PO Box 1470, Suisun City, California 94585-4470. This PO Box address only accepts delivery via US Postal Service. If you wish to send payment via Federal Express, UPS or other delivery service, please contact our office to obtain the mailing address. Payments must be received on or before the due date. If any payment is dishonored, a fee of \$25.00 will be charged, and you will be deemed to be in default of this Payment Plan.
5. If any payment is not physically received by Allied on or before the fifth day after it was due, the Association may, subject to applicable laws, default this payment plan and immediately resume collections proceedings, subject to a credit for amounts paid to date. Any amounts waived by the Association as part of this Payment Plan shall be reapplied to the balance owed.
6. If you previously received a bankruptcy discharge of the debt, this is not a demand for payment of any discharged amounts from you personally. If you elect to pay any or all amounts for which you have received a personal discharge, such payment is completely voluntary.
7. If a trustee's sale of the Property has already been scheduled, this sale will be postponed as payments are received. As previously discussed with you, if payments are not received in strict accordance with this payment plan, additional fees and costs may accrue and the property sale will be scheduled and held without further notice to you.

**ALLIED IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

AUTOMATIC PAYMENT AUTHORIZATION FORM

FILE 24-11232

I (we) hereby authorize Allied Trustee Services (Allied) to initiate entries to my checking/savings account as designated below, in the amount set forth in the Agreement and, if necessary, adjust for any transactions credited/debited in error. This authority will remain in effect until Allied is notified by me (us) in writing to cancel it in such time as to afford Allied and the financial institution a reasonable opportunity to act on it, or the terms of the Agreement are completed.

Automated Clearing House (ACH Debit)

Name of your Financial Institution: _____

Routing Number: _____ Account Number: _____ **CHECKING** **SAVINGS**
Sample *Sample* *Please circle one*
Ⓜ 1 2 3 4 5 6 7 8 9 Ⓜ 1 2 3 4 5 6 7 8 9 Ⓜ

Name on Account: _____

Signature: _____ Date: _____



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute an Amendment to the Agreement with Liebert Cassidy Whitmore to Provide Essential Labor Relations and Other Services (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/4/2025
Recommendation:	Approve and authorize the City Manager, or designee, to execute Amendment No. 4 to the Professional Services Agreement with Liebert Cassidy Whitmore to provide essential labor relations and other services for an additional amount of \$100,000 for a total amount not-to-exceed \$600,000, subject to the annual appropriation of funds, and to extend the term of the Agreement to June 30, 2027.

BACKGROUND:

LCW is a premier labor, education, and employment law firm that specializes in providing services to hundreds of public agencies, educational institutions, and nonprofit organizations across the state of California.

On April 1, 2023, the City entered into a Professional Services Agreement (Agreement) with Liebert Cassidy Whitmore (LCW) to provide essential labor relations and other legal services to the City, including but not limited to negotiations, training, advice, investigations, and court and arbitration representation in the amount of \$100,000.

On [September 19, 2023](#), the City Council approved an amendment to the original Agreement for an additional \$200,000 for ongoing legal services and extend the contract through June 30, 2026. On [December 3, 2024](#), the City Council approved an amendment to the amended Agreement for an additional \$200,000 for ongoing legal services.

ANALYSIS:

The expert legal services provided by LCW from July 1 through October 2025 have provided essential support for on-demand and specialized employee relations advice and critical labor relations leading to the one-year extension of two negotiated successor agreements for Milpitas Employees Association (MEA) and Milpitas Professional and Technical Group (PROTECH) bargaining units. The City has yet to reach an agreement with Mid-Management and Confidential Unit (MIDCON) and is currently engaged in negotiations, which has been particularly challenging and has required extensive resources.

Through June 30, 2026, the City is required to negotiate successor agreements for the three aforementioned bargaining units. These negotiations are expected to require a significant investment of time, as several key items will need to be addressed.

The vacancy in the City Attorney's Office has further increased the City's reliance on LCW for employee relations and labor relations support. The City has recently experienced several complex employee relations issues that require LCW's specialized expertise and support.

Staff recommends amending the agreement to add an additional \$100,000 for ongoing legal services and to extend the term of the Agreement to June 30, 2027.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve and authorize the City Manager to execute the amendment with LCW.

Pros: There is no benefit to discontinuing LCW's services while the City has active investigations and upcoming labor negotiations for three units.

Cons: The City will not have adequate resources to assist with labor negotiations and investigations.

FISCAL IMPACT:

Funding of \$100,000 was included in the Human Resources' departmental budget intended for outside legal services, which is sufficient to fund this Agreement amendment. No additional funds are requested at this time.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

ATTACHMENT(S):

N/A.

**CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of Apr-01-2023 (“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 **Liebert Cassidy Whitmore**, a corporation with its principal place of business at **135 Main Street, San Francisco, CA 94105** (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:

LABOR CONTRACT NEGOTIATIONS AND OTHER LEGAL SERVICES
(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 Thousand Dollars and Zero Cents (\$100,000.00)**. 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 **April 1, 2023** to **June 30, 2024**, 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 negligent 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. City Material Requirements. [Reserved]

16. 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.

17 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.

18 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.

19. Organization

Consultant shall assign **Morin Jacob** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: Steven G. McHarris, City Manager

CONSULTANT:

Liebert Cassidy Whitmore

135 Main Street, 7th floor

San Francisco, CA 94105

Attn: Richard Bolanos, Partner

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]

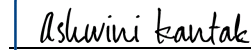
**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND LIEBERT CASSIDY WHITMORE**

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

CITY OF MILPITAS

Approved By:

DocuSigned by:



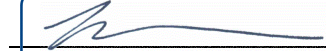
Steven G. McHarris, City Manager

Apr-01-2023

Date

Approved As To Form:

DocuSigned by:



Michael M. Muihpassi, City Attorney

Approved:

DocuSigned by:



Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Approved As To Content:

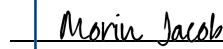
DocuSigned by:



Nick Raisch, Human Resources Director

LIEBERT CASSIDY WHITMORE

DocuSigned by:



Signature

Morin Jacob

Name

Mj

Title

Mar-29-2023

Date

EXHIBIT A

Scope of Services

The Consultant offers the City a broad range of experienced labor relations and legal services including but not limited to negotiations, training, advice, investigations, and representation. The services offered by the Consultant are generally as follows, subject to the preferences of the City, which can and do bring about modifications to the Consultant's role.

The Consultants services shall include:

1. Meet with City staff and elected officials prior to commencement of negotiations in order to best understand (and perhaps formulate) the goals and objectives of the City in addressing the potential bargaining issues, and to be made aware of the financial/political limitations upon reaching those goals and objectives.
2. Provide leadership in formulating the strategies, which will be employed in meeting the goals and objectives at the bargaining table. (This may include asking that various City negotiation team members or resource personnel prepare budget presentations, detailed cost/revenue analyses or other financial data that may be discussed during negotiations).
3. Administer and/or oversee classification and compensation studies to gather the data necessary to formulate and present the agency's bargaining objectives and proposals.
4. Upon request and as needed, oversee administrative investigations, retain the appropriate outside investigators for the City, and advise the City based on the findings of the investigations.
5. Review and analyze all pertinent charter provisions, codes, ordinances, rules and regulations, and existing memoranda of understanding, in order to verify their impact upon the goals and objectives that are being pursued.
6. Act as principal spokesperson and strategist during the bargaining process.
7. Participate in closed sessions to provide guidance to and receive direction from elected officials.
8. Represent the City at impasse proceedings (including preparation and representation through the impasse process, preparation of press releases, supervising media relations, meeting with elected officials, and making those appearances provided for by the City employee relations ordinance, as requested by the City). The Consultant typically attempts to schedule meetings with various units back to back as to reduce travel time. The Consultant will also work carefully with City staff to ensure that negotiations with multiple units are coordinated to be consistent where necessary but different, where differing issues so require.

Labor Relations Consulting

In addition to conducting negotiations for public employers, the Consultant will continually work with the City's staff to do their own negotiations, if desired, and provide ongoing advice away from the table. This arrangement can involve all aspects of consultation and related services, including:

1. preparation of initial bargaining proposals
2. reviewing counter-proposals
3. providing training and advice concerning negotiating strategies

4. representation through impasse procedures
5. and giving general advice when problems arise.

These services include:

- a. MOU reviews/audits to identify issues for legal compliance, provide suggestions to increase clarity and reduce ambiguity by improving contract language, and offer suggestions/alternatives to be considered in contract negotiations.
- b. Training on costing labor contracts, compiling demographic data, preparing for impasse processes, and other training programs to develop skills for internal staff.
- c. Strategy development and advice on key areas including FLSA items, cost restructuring, pension issues, employee benefits, and discipline/appeal processes. Provide advice and consultation on the scope of meet and confer subjects and alternative approaches to manage meet and confer obligations.
- d. Drafting contract language compliant with legal parameters and consulting on the preparation and presentation of proposals.

Additional Services

As a best practice, the Consultant recommends completing an MOU audit prior to the start of negotiations if the City has not reviewed/updated the MOU for best practices, legal compliance and to ensure the elimination of ambiguous language since the last round of negotiations. An audit ensures that contract language accurately reflects changes in the law since the contract was last negotiated [e.g. new state laws regarding sick leave (AB1522), health insurance (ACA), retirement (PEPRA), unlawful discrimination, leave rights (Labor Code Section 230.4, pregnancy disability leave), arbitration and release time for union representatives.] It also ensures that contract language not only complies with state and federal laws, but that it maximizes the City's opportunity for cost effectiveness. The audit will reveal all the changes the Consultant suggests for legal compliance, to eliminate ambiguities and ensure best practices. The analysis also includes the identification of MOU language/provisions to target during the upcoming negotiations. Careful preparation allows the City to set the bargaining agenda, rather than being reactive as well as avoids the inefficiencies of an ad hoc approach where disputes and mistakes often occur. Audits are billed on an hourly basis and can be scheduled whether or not Consultant conducts the negotiations. Any other legal services provided by Consultant per the rate sheet attached.

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.

Rate and Service Structure

The Consultant bills in increments of one tenth of an hour. Invoices are payable upon receipt and due within 30 days. Consultant rates reflect the nature of our public sector work and take into consideration the inherent budgetary limitations of our public sector clients.

The Consultant evaluates its rates on an annual basis and occasionally makes modest rate increases. The Consultant understands the need to manage the cost of legal services and frequently work with clients to create budgets and cost strategies that suit them.

The Consultants practice is statewide, and they will share briefs, motions, points and authorities, research memos and opinion letters so that they do not research nuances in the law and issues that other members of the firm have recently worked on.

Pricing offered on a time-and-materials basis would be based on the standard hourly rates listed below:

Staff	Rate per Hour
Partner	\$425.00
Senior Counsel	\$355.00
Associate	\$240.00 - 335.00
Labor Relations/Human Resources Consultant	\$270.00
Paralegals	\$145.00
E-Discovery Specialists	\$145.00
Law Clerks	\$145.00 - \$185.00

Expenses

The Consultant utilizes the most up-to-date technology to aid in the delivery of legal services. For example, they utilize Sharefile, a document-sharing portal, for the secure and quick transmission of material. Documents are sent electronically, through Sharefile or email, unless specifically requested otherwise, or when electronic transmission is not an option.

Should the Consultant need to send a fax, these are billed at the rate of \$.25 per page for outgoing faxes. Likewise, if needed copying is charged at fifteen cents (\$.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

EXHIBIT C
Activity Schedule
[Reserved]

EXHIBIT D

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

___ Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

X Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

___ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

 X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

 Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

 Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

 X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

 (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

 Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

 X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

 Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

____ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- ____ Bid Bond
- ____ Performance Bond
- ____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and

appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

___ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

___ Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions (“SIR”):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the

Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH
LIEBERT CASSIDY WHITMORE
FOR**

LABOR CONTRACT NEGOTIATIONS AND OTHER LEGAL SERVICES

This Amendment No. 1 is entered into as of Oct-09-2023, (the "Effective Date") by and between the City of Milpitas, a municipal corporation of the State of California (hereinafter referred to as "City") and **Liebert Cassidy Whitmore**, a corporation (hereinafter 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 April 1, 2023, the Parties entered into a Professional Services Agreement (the "Agreement") for labor contract negotiations and other legal services for the not-to-exceed compensation amount of One Hundred Thousand Dollars and Zero Cents (\$100,00.00), and with an initial term period from April 1, 2023 to June 30, 2024 (the Agreement); and

WHEREAS, the Parties now wish to amend the Agreement to increase the not-to-exceed total by two hundred thousand dollars and zero cents (\$200,000.00) for a new not-to-exceed total of three hundred thousand dollars and zero cents (\$300,000.00) and extend the term by two (2) years for a new term end date of June 30, 2026.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Section 2b Compensation. is hereby deleted in its entirety and replaced with:

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Three Hundred Thousand Dollars and Zero Cents (\$300,000.00)**. This amount is to cover all 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.

2. Section 5. Term. is hereby deleted in its entirety and replaced with:

The term of this Agreement shall be from **April 1, 2023 through June 30, 2026**, 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. All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

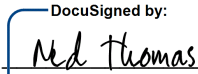
SIGNATURE PAGE TO AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH LIEBERT CASSIDY WHITMORE
FOR LABOR NEGOTIATIONS AND OTHER LEGAL SERVICES

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.

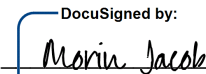
CITY OF MILPITAS

LIEBERT CASSIDY WHITMORE

Approved By:

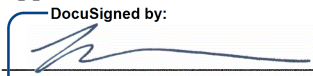
DocuSigned by:

Ned Thomas, Acting City Manager
oct-09-2023

Date

DocuSigned by:

Morin Jacob
Signature
Morin Jacob

Name

Approved As To Form:

DocuSigned by:

Michael M. Passi, City Attorney

Mj
Title

Approved:

DocuSigned by:

Lauren Lai, CPA, MPA
Finance Director/Risk Manager

oct-05-2023
Date

Approved As to Content:

DocuSigned by:

Nick Raisch, Human Resources Director



**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH
LIEBERT CASSIDY WHITMORE
FOR**

LABOR CONTRACT NEGOTIATIONS AND OTHER LEGAL SERVICES

This Amendment No. 2 is entered into as of Oct-06-2023, (the “Effective Date”) by and between the City of Milpitas, a municipal corporation of the State of California (hereinafter referred to as “City”) and **Liebert Cassidy Whitmore**, a corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No. 2.

RECITALS:

WHEREAS, on April 1, 2023, the Parties entered into a Professional Services Agreement (the “Agreement”) for labor contract negotiations and other legal services for the not-to-exceed compensation amount of One Hundred Thousand Dollars and Zero Cents (\$100,00.00), and with an initial term period from April 1, 2023 to June 30, 2024 (the Agreement); and

WHEREAS, on Oct-06-2023 the Parties entered into Amendment 1 to add additional funds for a new not-to-exceed exceed total of three hundred thousand dollars and zero cents (\$300,000.00) and extend the term by two (2) years for a new term end date of June 30, 2026; and

WHEREAS, the Parties now wish to amend the Agreement to revise Exhibit B, Schedule of Charges/Payments.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Exhibit B, Schedule of Charges/Payments is hereby deleted in its entirety and replaced with Exhibit B-1 Schedule of Charges/Payments (October 2023), attached hereto and incorporated herein.
2. All other provisions of the Agreement not amended by this Amendment No. 2 shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

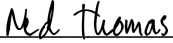
**SIGNATURE PAGE TO AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH LIEBERT CASSIDY WHITMORE
FOR LABOR NEGOTIATIONS AND OTHER LEGAL SERVICES**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the date first written above.

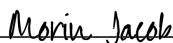
CITY OF MILPITAS

LIEBERT CASSIDY WHITMORE

Approved By:

DocuSigned by:

Ned Thomas, City Manager

Oct-06-2023
Date

DocuSigned by:

Signature

Morin Jacob
Name

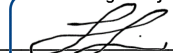
Approved As To Form:

DocuSigned by:

Michael Matalipassi, City Attorney

Mj
Title

Approved:

DocuSigned by:

Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Oct-05-2023
Date

Approved As to Content:

DocuSigned by:

Nick Raisch, Human Resources Director

Exhibit B-1**Schedule of Charges/Payments****(October 2023)**

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.

Rate and Service Structure

The Consultant bills in increments of one tenth of an hour. Invoices are payable upon receipt and due within 30 days. Consultant rates reflect the nature of our public sector work and take into consideration the inherent budgetary limitations of our public sector clients.

The Consultant evaluates its rates on an annual basis and occasionally makes modest rate increases. The Consultant understands the need to manage the cost of legal services and frequently work with clients to create budgets and cost strategies that suit them.

The Consultants practice is statewide, and they will share briefs, motions, points and authorities, research memos and opinion letters so that they do not research nuances in the law and issues that other members of the firm have recently worked on.

Pricing offered on a time-and-materials basis would be based on the standard hourly rates listed below:

Staff	Rate per Hour
Partner	\$435.00
Senior Counsel	\$365.00
Associate	\$260.00 - 345.00
Labor Relations/Human Resources Consultant	\$280.00
Paralegals	\$145.00
E-Discovery Specialists	\$145.00
Law Clerks	\$145.00 - \$185.00

Expenses

The Consultant utilizes the most up-to-date technology to aid in the delivery of legal services. For example, they utilize Sharefile, a document-sharing portal, for the secure and quick transmission of material. Documents are sent electronically, through Sharefile or email, unless specifically requested otherwise, or when electronic transmission is not an option.

Should the Consultant need to send a fax, these are billed at the rate of \$.25 per page for outgoing faxes. Likewise, if needed copying is charged at fifteen cents (\$.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.



**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
WITH
LIEBERT CASSIDY WHITMORE
FOR**

LABOR CONTRACT NEGOTIATIONS AND OTHER LEGAL SERVICES

This Amendment No. 3 is entered into as of Dec-03-2024, (the “Effective Date”) by and between the City of Milpitas, a municipal corporation of the State of California (hereinafter referred to as “City”) and **Liebert Cassidy Whitmore**, a corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No. 3.

RECITALS:

WHEREAS, on April 1, 2023, the Parties entered into a Professional Services Agreement (the “Agreement”) for labor contract negotiations and other legal services for the not-to-exceed compensation amount of One Hundred Thousand Dollars and Zero Cents (\$100,00.00), and with an initial term period from April 1, 2023 to June 30, 2024 (the Agreement); and

WHEREAS, on October 6, 2023, the parties entered into Amendment 2 to increase the not-to-exceed total by two hundred thousand dollars and zero cents (\$200,000.00) for a new not-to-exceed total of three hundred thousand dollars and zero cents (\$300,000.00) and extend the term by two (2) years for a new term end date of June 30, 2026; and

WHEREAS, on Dec-03-2024 the Parties now wish to amend the Agreement to increase the not-to-exceed total by two hundred thousand dollars and zero cents (\$200,000) for a new not-to-exceed total of five hundred thousand dollars and zero cents (\$500,000).

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Section 2b Compensation, is hereby deleted in its entirety and replaced with:

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Five Hundred Thousand Dollars and Zero Cents (\$500,000.00)**. 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.

2. All other provisions of the Agreement not amended by this Amendment No. 3 shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

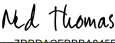
SIGNATURE PAGE TO AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH LIEBERT CASSIDY WHITMORE
FOR LABOR NEGOTIATIONS AND OTHER LEGAL SERVICES

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 as of the date first written above.

CITY OF MILPITAS

LIEBERT CASSIDY WHITMORE

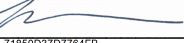
Approved By:

DocuSigned by:

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Ned Thomas, City Manager
Dec-17-2024
Date

Signed by:

37800E2D33DE44B...
Signature
J. Scott Tiedemann
Name

Approved As To Form:

DocuSigned by:

71850D37D7764FB...
Michael Mutalipassi, City Attorney

Firm Co-Managing Partner
Title

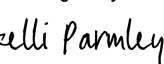
Approved:

Signed by:

84DA3D9B5D1D40B...
Luz Cofresi-Howe
Finance Director

Dec-18-2024
Date

Approved As to Content:

DocuSigned by:

E9A0642298C740C...
Kelli Parmley, Human Resources Director



**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
WITH
LIEBERT CASSIDY WHITMORE
FOR**

LABOR CONTRACT NEGOTIATIONS AND OTHER LEGAL SERVICES

This Amendment No.4 is entered into as of _____, (the “Effective Date”) by and between the City of Milpitas, a municipal corporation of the State of California (hereinafter referred to as “City”) and **Liebert Cassidy Whitmore**, a corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No. 4.

RECITALS:

WHEREAS, on April 1, 2023, the Parties entered into a Professional Services Agreement (the “Agreement”) for labor contract negotiations and other legal services for the not-to-exceed compensation amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00), and with an initial term period from April 1, 2023 to June 30, 2024 (the Agreement); and

WHEREAS, on October 6, 2023, the parties entered into Amendment 2 to increase the not-to-exceed total by two hundred thousand dollars and zero cents (\$200,000.00) for a new not-to-exceed total of three hundred thousand dollars and zero cents (\$300,000.00) and extend the term by two (2) years for a new term end date of June 30, 2026; and

WHEREAS, on December 3, 2024, the parties entered into Amendment 3 to increase the not-to-exceed total by two hundred thousand dollars and zero cents (\$200,000.00) for a new not-to-exceed total of five hundred thousand dollars and zero cents (\$500,000.00) and

WHEREAS, on _____ the Parties now wish to amend the Agreement to increase the not-to-exceed total by one hundred thousand dollars and zero cents (\$100,000) for a new not-to-exceed total of six hundred thousand dollars and zero cents (\$600,000).

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Section 2b Compensation. is hereby deleted in its entirety and replaced with:

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Six Hundred Thousand Dollars and Zero Cents (\$600,000.00)**. 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.

2. All other provisions of the Agreement not amended by this Amendment No. 4 shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO AMENDMENT NO. 4

**TO THE PROFESSIONAL SERVICES AGREEMENT
WITH LIEBERT CASSIDY WHITMORE
FOR LABOR NEGOTIATIONS AND OTHER LEGAL SERVICES**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 as of the date first written above.

CITY OF MILPITAS

LIEBERT CASSIDY WHITMORE

Approved By:

Deanna Santana, Interim City Manager

Signature

Date

Name

Approved As To Form:

Christopher Creech, Interim City Attorney

Title

Approved:

Date

Luz Cofresí-Howe
Finance Director

Approved As to Content:

Kelli Parmley, Human Resources Director



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Approve Project Plans and Specifications, Authorize Advertisement for Bid Proposals, and Approve Budget Appropriation for Calaveras Median Conversion Project (Staff: 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:	11/4/2025
Recommendation:	Adopt a resolution to (1) Approve the project plans and specifications, (2) Authorize advertisement for bid proposals; and (3) Approve a budget appropriation in the amount of \$360,000 from the General Government CIP Fund in Park & Street Landscape Irrigation, CIP No. 3449 Improvements and Annual Tree Replacement, CIP No. 3438 for Calaveras Median Conversion Project, CIP No. 3468.

BACKGROUND:

The City maintains many miles of landscaped street medians and curbside planter areas, comprising a wide variety of vegetation species which requires intensive maintenance and are not optimally suited for local climate. As part of the adopted 2023-2028 Capital Improvement Program (CIP), the Median Conversion Project, CIP No. 3468 (Project) was approved to standardize the landscape and hardscape of medians and planter areas throughout the City by installing drought-tolerant plant species, upgrading aging irrigation systems and improving overall water-use efficiency to align with the goals of the City's adopted Climate Action Plan and the City's maintenance level of service standards.

The City's top priority area is to improve the medians along Calaveras Boulevard from North Milpitas Boulevard to North Park Victoria Drive which is located within Caltrans' right-of-way and maintained by the City. The medians consist of either turf irrigated by potable water, cobblestone embedded in concrete, and/or stained concrete paving. The turf does not align with the City's climate action plan or water conservation goals, and requires significant maintenance efforts to preserve its less than desirable appearance. The Project will replace the existing turf area with sustainable streetscape that will render a more aesthetically pleasing corridor through the City connecting I-680 and I-880, and aligns with the City maintenance level of service, and City climate action goals for long-term water conservation.

ANALYSIS:

Although Calaveras Boulevard is a State of California roadway, the City of Milpitas retains maintenance responsibility for the median islands (except for those between Milpitas Blvd and Abel Street) based on an agreement established between the City and the State in 1975. By making improvements to the median island, the City is able to simultaneously reduce ongoing maintenance responsibilities, eliminate costs for a new irrigation system that would have otherwise been required (thereby driving up one-time project costs and ongoing system repairs and water charges), and create a more aesthetically pleasing roadway.

Any landscape and hardscape improvements in medians within the Caltrans right-of-way are governed by the Caltrans Highway Design Manual (HDM) which establishes uniform policies and procedures for implementing improvements within the State's roadways. A key policy under the HDM is fixed objects exceeding 36-inches in height shall be placed at least 30 feet from the edge of the travel way. This policy prohibits the installation of trees in the existing medians along Calaveras Boulevard because the medians are only 16-feet at their maximum width. In addition, considering the long-term operational cost to maintain landscaping in medians adjacent to high volumes of vehicle use and the available funding for the Project, staff recommends replacing the existing turf area with a continuous 4-foot-wide meandering cobblestone embedded in concrete with surrounding permeable gravel (Attachment A). This approach provides a visually appealing, durable, and

sustainable median treatment that aligns with Caltrans policies, reduces long-term maintenance costs, and enhances the overall aesthetics of Calaveras Boulevard.

The Project cost is estimated at \$900,000; the Project currently has been appropriated \$540,000, resulting in a funding shortfall of approximately \$360,000. Staff recommends the City Council approve the Project plans and specifications, authorize bid advertisement and appropriate \$360,000 from the Park & Street Landscape Irrigation Improvements Project, CIP No. 3449, and Annual Tree Replacement Program, CIP No. 3438 into the Project to address the funding shortfall. The Park & Street Landscape Irrigation Improvements Project is intended to provide for repairs and improvements to Citywide irrigation systems in parks, streetscapes and medians whereas the Annual Tree Replacement Program is intended for planting of new and replacement trees. Rebalancing of funding across these three CIPs enables the completion of the Project while still allowing sufficient funding to achieve the key deliverables given current staff resources.

POLICY ALTERNATIVES:

Alternative 1: Do not approve the plans and specifications, authorize the bid advertisement, and approve the budget appropriation.

Pros: The current funding in the above-mentioned CIP projects will remain.

Cons: The existing turf area will remain in place unchanged with no aesthetic improvements undertaken, and weeds will continue to be prevalent on the median island. Postponing the Project will increase the cost of improvements if the Project is to restart in future.

Reason not Recommended: As Calaveras Boulevard is a major corridor connecting commuters between I-680 and I-880, it should be enhanced with a sustainable streetscape that is visually appealing given that it's a key gateway through the City.

PROJECT SCHEDULE:

Upon City Council approval, staff anticipates conducting a Bid Opening in the Winter 2026 to start construction in early Spring 2026 and to be completed by the end of 2026.

FISCAL IMPACT:

The City Council appropriated \$600,000 from General Government CIP Fund as part of the adopted 2023-2028 Capital Improvement Program for the Project; the remaining balance is approximately \$540,000. The total Project budget is estimated to be \$900,000 which results in a funding shortfall of \$360,000 and requires appropriating funds from other CIP Projects.

Staff is not requesting new funding for this Project. Staff recommends appropriating \$360,000 from the Park & Street Landscape Irrigation Improvements, CIP No. 3449, and Annual Tree Replacement Program, CIP No. 3438 into the Project for the needed funding. The tables below provide a summary of the budget appropriation amendments and the projected budget expenditures of the Project.

Table 1: Summary of Budget Appropriation for the Project

Project No.	Project Name	Uncommitted Balance *	Transfer to CIP 3468	Remaining Balance
3438	Annual Tree Replacement Program	\$194,000	(\$100,000)	\$94,000
3449	Park & Street Landscape Irrigation Improvements	\$428,000	(\$260,000)	\$168,000
3468	Median Conversion Project	\$540,000	\$360,000	\$900,000

*Balances as of June 30, 2025

Table 2: Summary of Estimated Budget Expenditures

Anticipated Construction Cost	\$650,000
Contingency (20%)	\$125,000
City Administration Costs (20%)	\$125,000

Total Construction Budget	\$900,000
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CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The Project entails operation, repair, maintenance and minor alteration of landscaping and hardscape features within an existing public right-of-way that involves negligible or no expansion of use which is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

ATTACHMENTS:

- (a) Plans and Specifications
- (b) Resolution



CITY OF MILPITAS

CALAVERAS BLVD MEDIAN IMPROVEMENT

PROJECT NO. 3468

SOUTH MILPITAS BLVD TO DEMPSEY WAY



PROJECT SITE



PROJECT SCOPE

THE PROJECT SCOPE INCLUDES, BUT NOT LIMITED TO, REMOVING AND DISPOSING OF EXISTING LANDSCAPING, EXCAVATING, INSTALLING COBBLESTONE CONCRETE PAVING AND RE-STAIN EXISTING STAINED CONCRETE.

SHEET INDEX

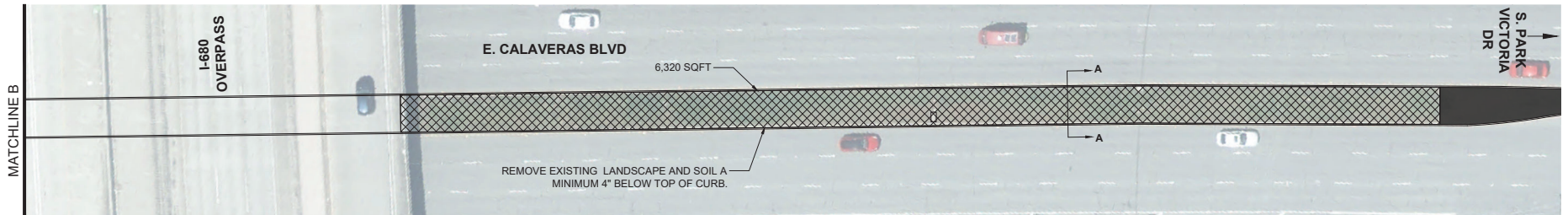
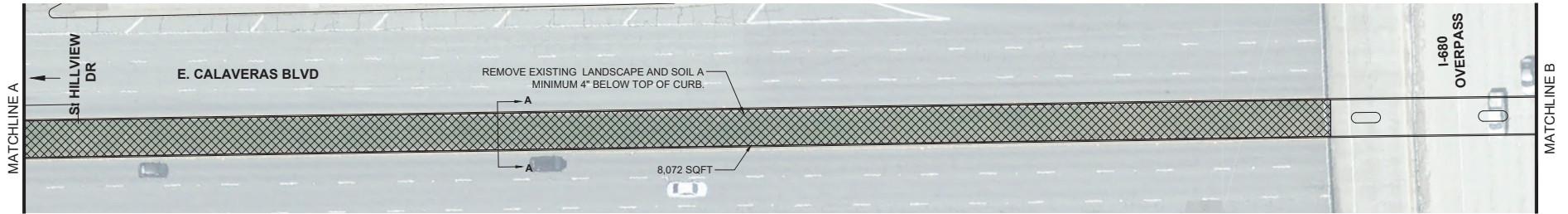
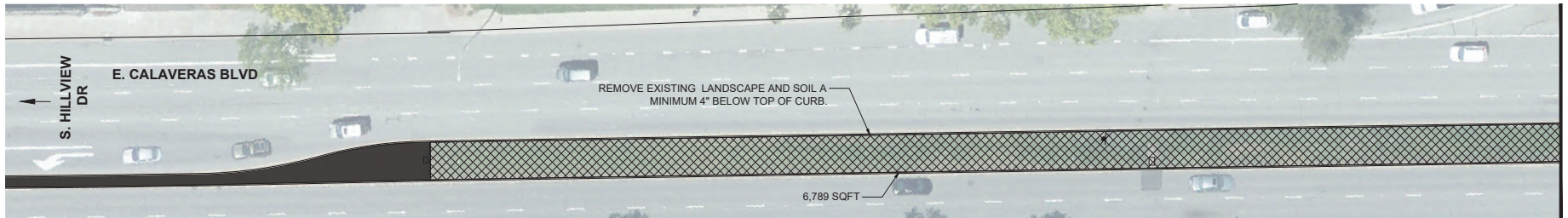
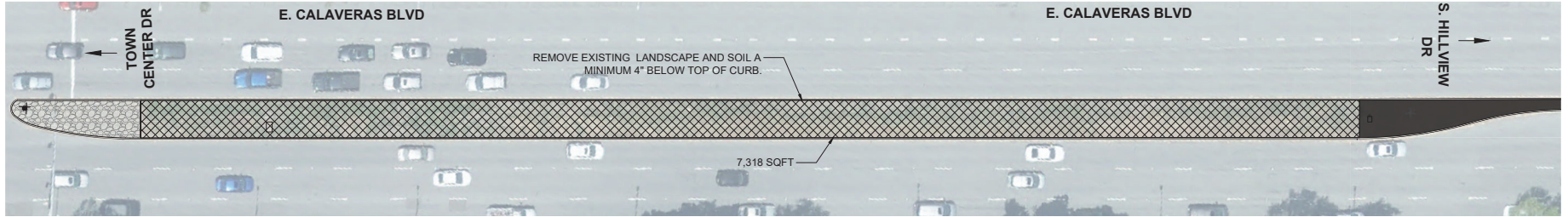
DWG NO.	SHEET TITLE
G-1	TITLE SHEET
G-2	GENERAL NOTES
G-3	DEMOLITION PLAN
G-4	BLUEPRINT FOR A CLEAN BAY
C-1	N. MILPITAS BLVD TO S. HILLVIEW DR
C-2	N. HILLVIEW DR TO I-680 OVERPASS
C-3	I-680 OVERPASS TO N. PARK VICTORIA DR

LEGEND

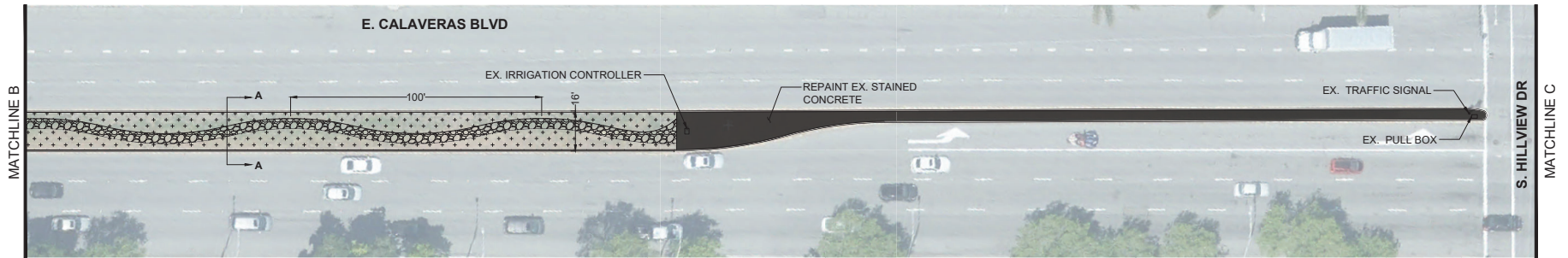
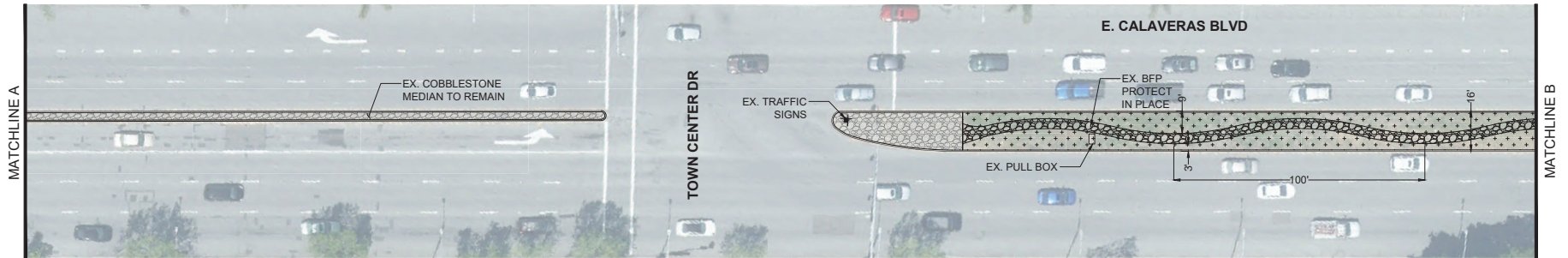
	INSTALL GRAVEL
	INSTALL COBBLESTONE CONCRETE PAVING
	REMOVE EXISTING LANDSCAPE AND SOIL A MIN 4" BELOW TOP OF CURB
	RE-STAIN EXISTING CONCRETE TO MATCH EXISTING COLOR

 Designer Stamp:	Record Drawings	Revisions		CITY OF MILPITAS ENGINEERING DIVISION		CITY PROJECT NO. CIP No. 3468	
	Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility / Facility Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____			Drawn By: <u>AHL</u> Date: <u>10/7/25</u> Check By: <u>TG</u> Date: <u>10/7/25</u> Designed By: <u>AHL</u> Date: <u>10/7/25</u>	CALAVERAS BLVD MEDIAN IMPROVEMENT		Rec Dwg No.
	PROJECT COVER PAGE			DATE: <u>10/7/2025</u>			
	RECOMMENDED FOR BIDDING BY: _____ Lynak Egan, P.E. PW Division Manager - Engineering			RECOMMENDED FOR APPROVAL FOR BIDDING BY: _____ Michael Silver, P.E. City Engineer	PAGE NO. SHEET 1 OF 7		

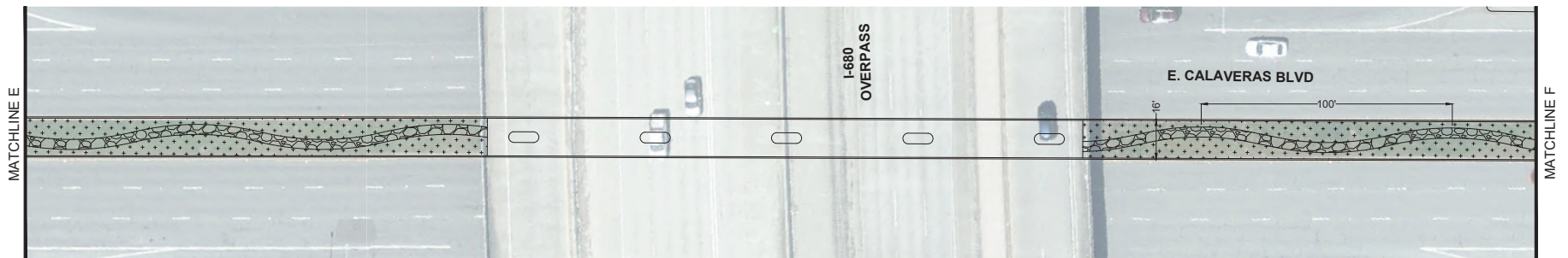
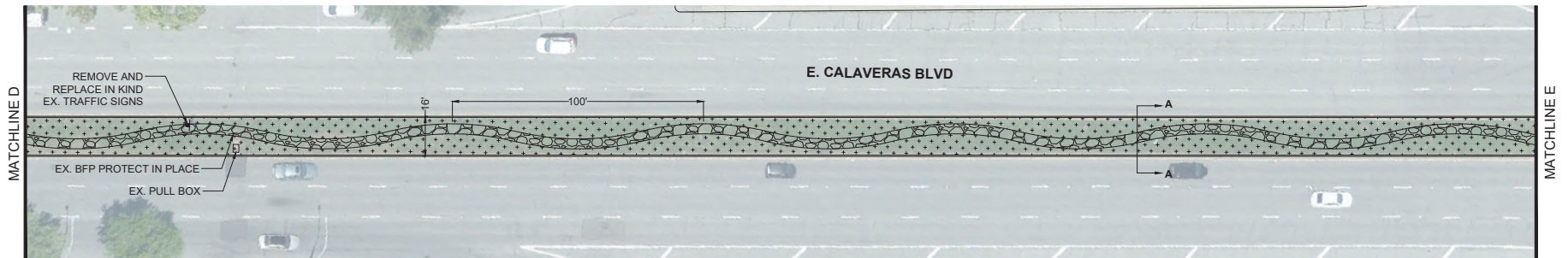
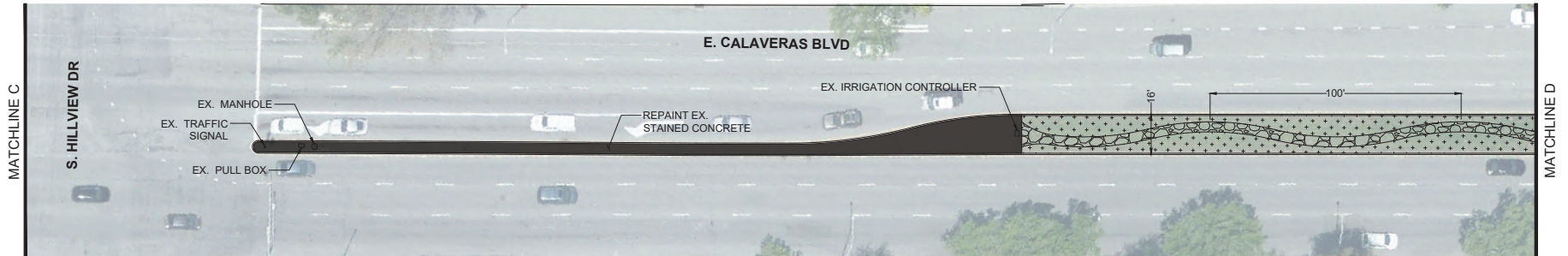
GENERAL NOTES 1. CONTRACTOR'S LICENSE REQUIREMENTS ARE NOTED IN THE CONTRACT DOCUMENTS. 2. AS REQUIRED BY THE CONTRACT DOCUMENTS, THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY OF MILPITAS, ITS EMPLOYEES, OFFICERS, AND AUTHORIZED REPRESENTATIVES HARMLESS FROM ANY AND ALL CLAIMS AND LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS. 3. CONTRACTOR SHALL SUBMIT A PROJECT CONSTRUCTION SCHEDULE TO THE CITY ENGINEER FOR REVIEW NO LATER THAN 21-DAYS AFTER ISSUANCE OF PROJECT NOTICE OF AWARD. 4. CONTRACTORS PROJECT CONSTRUCTION SCHEDULE SHALL MEET ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS. 5. THE PROJECT NOTICE TO PROCEED WILL NOT BE ISSUED UNLESS CONTRACTORS PROJECT CONSTRUCTION SCHEDULE HAS BEEN APPROVED BY THE CITY ENGINEER. 6. CONTRACTOR SHALL DISTRIBUTE A CITY APPROVED NOTICE OF CONSTRUCTION TO RESIDENTS AND/OR BUSINESS ADJACENT TO AND WITHIN A MINIMUM OF 300- FEET OF THE PROJECT. NOTICE SHALL BE DISTRIBUTED TWO-WEEKS, ONE-WEEK, AND 24-HOURS PRIOR TO BEGINNING WORK AND SHALL COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND AS DIRECTED BY THE CITY ENGINEER. 7. CONTRACTORS MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE LATEST EDITION OF THE CITY STANDARDS DETAILS, STANDARD SPECIFICATIONS, ORDINANCES OF THE CITY OF MILPITAS, AND THE LATEST STATE STANDARD SPECIFICATIONS. CITY STANDARD DETAILS AND SPECIFICATIONS ARE AVAILABLE FROM THE CITY WEBSITE https://www.milpitas.gov/333/Standard-Details-Specifications 8. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND APPROVALS NECESSARY TO PERFORM THE WORK SHOWN ON THE DRAWINGS, AND SHALL COMPLY WITH FEDERAL, STATE AND LOCAL LAW. 9. CONTRACTOR SHALL CONTACT THE CITY INSPECTOR TO SCHEDULE A PRE-CONSTRUCTION MEETING BEFORE STARTING WORK. THEREAFTER, THE CONTRACTOR SHALL NOTIFY THE INSPECTOR DAILY PRIOR TO WORKING IN THE STREET OR RIGHT OF WAY. PRE-CONSTRUCTION MEETINGS AND INSPECTIONS MAY BE SCHEDULED BY CONTACTING: (408) 586-2797, OR PREFERRED METHOD: https://app.aculityscheduling.com/schedule.php?owner=18287911 10. CONTRACTOR'S PROJECT MANAGER AND SUPERINTENDENT SHALL ATTEND PRE-CONSTRUCTION MEETING WITH CITY PROJECT ENGINEER AND INSPECTOR PRIOR TO STARTING WORK. 11. THE LOCATION OF MANHOLES, VALVE & UTILITY BOXES, MONUMENTS, TRAFFIC LOOPS, AND OTHER INFRASTRUCTURE AS SHOWN IN THE CONTRACT DOCUMENTS ARE APPROXIMATE AND SHALL BE FIELD LOCATED BY CONTRACTOR. 12. CONTRACTOR SHALL NOT PERFORM ANY WORK THAT DEViates FROM THAT SHOWN IN THE CONTRACT DOCUMENTS WITHOUT APPROVAL FROM THE CITY ENGINEER. 13. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS, AND REQUIRED MATERIAL QUANTITIES PRIOR TO STARTING WORK. ANY CONFLICT WITH INFORMATION SHOWN IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER. 14. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES PRIOR TO STARTING WORK AND SHALL OBTAIN A CHANGE ORDER FROM THE CITY ENGINEER PRIOR TO EXCEEDING ESTIMATED QUANTITIES. 15. ALL QUANTITIES AND PAY ITEMS SHALL BE BASED ON ACTUAL FIELD MEASUREMENT BY THE CITY ENGINEER. THE CONTRACTOR SHALL MEET WITH PROJECT INSPECTOR AND AGREE ON QUANTITIES WITHIN 48-HOURS OF COMPLETING EACH SEGMENT WORK OR AS REQUIRED BY THE CONTRACT DOCUMENTS. 16. PROPERTY, INCLUDING UTILITIES, HARDSCAPE, LANDSCAPING, AND OTHER EXISTING INFRASTRUCTURE DAMAGED BY CONTRACTORS WORK SHALL BE RESTORED IN-KIND OR TO A BETTER CONDITION AT CONTRACTORS EXPENSE. 17. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND CONDITIONS AT THE PROJECT JOB SITE AT ALL TIMES. 18. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY REQUIREMENTS, HEALTH AND SAFETY ORDERS, CITY, STATE, AND FEDERAL REGULATIONS. 19. SURVEY MONUMENTATION SHALL BE PROTECTED AND PERPETUATED IN PLACE AS REQUIRED BY THE STATE OF CALIFORNIA BUSINESS AND PROFESSIONS CODE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE RESET OF DISTURBED OR BURIED MONUMENTS. 20. CONTRACTOR SHALL USE A LICENSED LAND SURVEYOR TO LOCATE AND TIE-OUT ALL MONUMENTS WITHIN WORK AREA AND SUBMIT MONUMENT TIE-OUT RECORD TO THE CITY ENGINEER PRIOR TO STARTING WORK. 21. NO CONSTRUCTION OPERATIONS ARE PERMITTED ON THE FOLLOWING CITY HOLIDAYS IN ACCORDANCE WITH CITY ORDINANCE AND THE CONTRACT DOCUMENTS: NEW YEARS DAY, MARTIN LUTHER KING JR BIRTHDAY, CESAR CHAVEZ'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY. 22. CONTRACTORS WORK HOURS, INCLUDING OFF HAUL AND DELIVERY OF MATERIALS SHALL BE LIMITED TO THE HOURS BETWEEN 7 A.M. TO 5 P.M. 7-DAYS PER WEEK EXCEPT CITY HOLIDAYS UNLESS A CHANGE IS APPROVED BY THE CITY ENGINEER. TRAFFIC CONTROL PLAN LANE CLOSURE RESTRICTIONS MAY BE MORE RESTRICTIVE DEPENDENT ON TRAFFIC CONDITIONS. 23. CONTRACTOR SHALL IMPLEMENT AND MAINTAIN CONSTRUCTION BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, STATE LAW, CITY ORDINANCE. 24. CONTRACTOR SHALL NOT ALLOW ANY DEBRIS OR DISCHARGE TO ENTER A STORM DRAIN CATCH BASIN OR WATER COURSE. 25. CONTRACTOR SHALL MAINTAIN PROJECT SITE AND ADJACENT AREAS IN A NEAT, CLEAN, AND PROFESSIONAL CONDITION AT ALL TIMES. CONTRACTOR SHALL PROVIDE GRAFFITI, TRASH, AND DEBRIS REMOVAL INCLUDING STREET/SIDEWALK SWEEPING OPERATIONS DAILY AT THE END OF THE DAYS WORK. 26. CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AT PROJECT SITE AND DURING CONSTRUCTION OPERATIONS AT ALL TIMES. 27. CONTRACTOR SHALL PROVIDE RECORD DRAWINGS OF AS-BUILT CONDITIONS WITH ANY REDLINE FIELD CHANGES FOR CITY REVIEW PRIOR TO REQUESTING FINAL INSPECTION. DRAWINGS SHALL BE PROVIDED IN HARDCOPY, ELECTRONIC PDF FORMAT, AND CADD FORMAT MEETING CITY REQUIREMENTS. 28. CONTRACTOR SHALL IMMEDIATELY STOP WORK WHEN ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING CONSTRUCTION. CONTRACTOR SHALL ESTABLISH A 100-FOOT PERIMETER AROUND FOUND MATERIALS AND SHALL CONTACT A PROFESSIONAL ARCHAEOLOGIST CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHAEOLOGIST (SCA), OR THE SOCIETY OF PROFESSIONAL ARCHAEOLOGIST (SOPA) TO EVALUATE THE FOUND MATERIALS AND DIRECT APPROPRIATE MITIGATION. 29. CONTRACTOR SHALL NOT USE POTABLE WATER FOR CONSTRUCTION AND DUST CONTROL. REFER TO CITY OF MILPITAS ORDINANCE NO.240.2, FOR DETAILS AND EXCEPTIONS. CONTACT THE CITY INSPECTOR FOR LOCATIONS OF RECYCLED WATER ACCESS POINTS FOR USE DURING CONSTRUCTION. 30. CONTRACTOR SHALL OBTAIN A CITY OF MILPITAS CONSTRUCTION WATER METER FOR POTABLE AND/OR RECYCLED WATER FOR USE DURING CONSTRUCTION AND SHALL PAY USAGE CHARGES. CONTRACTOR SHALL NOT OBTAIN WATER FROM ANY ON-SITE UTILITY SOURCES, FIRE HYDRANTS, OR ELSEWHERE UNLESS APPROVED BY INSPECTOR. ROADWAY & TRAFFIC CONTROL 1. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN DESIGNED BY A CALIFORNIA LICENSED ENGINEER AND RECEIVE CITY APPROVAL OF PLAN PRIOR TO STARTING WORK IN THE STREET. 2. CONTRACTOR SHALL NOT COMPLETELY CLOSE ANY STREET AND SHALL PROVIDE FOR THROUGH TRAFFIC AND ACCESS TO ALL DRIVEWAYS UNLESS ALLOWED DIFFERENTLY BY THE CONTRACT DOCUMENTS, THE CITY APPROVED TRAFFIC CONTROL PLAN, OR AS DIRECTED BY THE CITY ENGINEER. 3. DETOUR OF THROUGH TRAFFIC TO NEARBY STREETS SHALL NOT BE PERMITTED. CONTRACTOR'S TRAFFIC CONTROL SHALL MAINTAIN AT LEAST A MINIMUM OF ONE 10-FOOT WIDE THROUGH TRAFFIC LANE PER TRAVEL DIRECTION AT ALL TIMES. 4. CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN AND BICYCLIST DETOURS COMPLIANT WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) WHEN A SIDEWALK, CURB RAMP, OR BIKE LANE IS CLOSED OR OBSTRUCTED. 5. CONTRACTOR SHALL NOTIFY AND COORDINATE WITH THE MILPITAS UNIFIED SCHOOL DISTRICT (MUSD); WASTE MANAGEMENT SERVICES; U.S. POSTAL SERVICE, TRANSPORTATION (TRANSIT) AGENCIES, AND EMERGENCY SERVICES PRIOR TO STARTING WORK WITHIN THE STREET AND SIDEWALKS. 6. CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN TRAFFIC FLAGGERS, WARNING SIGNAGE, SAFETY DEVICES, AND ALL TRAFFIC CONTROLS AT NO ADDITIONAL COST TO CITY WHEN WORKING IN STREET OR WHEN CONTRACTORS OPERATIONS CREATE A HAZARDOUS CONDITION AS DETERMINED BY THE CITY ENGINEER. 7. CONTRACTOR SHALL MAINTAIN SUFFICIENT STOCK OF TRAFFIC CONES, BARRICADES, WARNING SIGNAGE, AND SAFETY DEVICES AT THE JOB SITE AT ALL TIMES TO ALLOW FOR IMMEDIATE DEPLOYMENT TO ADDRESS A HAZARDOUS CONDITION. 8. TEMPORARY PAVEMENT SURFACE MATERIALS SHALL BE INSPECTED DAILY AND REPAIRED BY CONTRACTOR WHEN SETTLEMENT, UPLIFT, OR OTHER DEFECT IS PRESENT OR AS DIRECTED BY THE CITY ENGINEER. 9. CONTRACTOR SHALL INSTALL FINAL FINISHED STREET ASPHALT PAVEMENT SURFACE AND/OR SIDEWALK CONCRETE SURFACE MATERIALS WITHIN 14-DAYS FOLLOWING COMPLETION OF TRENCHING AND EXCAVATION OPERATIONS. TEMPORARY SURFACE MATERIALS SHALL NOT REMAIN IN PLACE LONGER THAN 14-DAYS UNLESS DIRECTED OTHERWISE BY CONTRACT DOCUMENTS AND/OR THE CITY ENGINEER. 10. CONTRACTOR SHALL ONLY HAUL ON ROUTES AND STREETS AS DIRECTED IN THE CONTRACT DOCUMENTS OR AS PRE-APPROVED BY THE CITY ENGINEER. 11. CONTRACTOR SHALL ENSURE HAULING OPERATIONS DO NOT ALLOW MATERIAL TO BE BLOWN OR SPILLED UPON STREETS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CLEAN-UP AND DAMAGE AS A RESULT OF HAULING ACTIVITIES. 12. CONTRACTOR SHALL NOT STORE MATERIALS OR EQUIPMENT ON STREET OR RIGHT OF WAY UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER. 13. CONTRACTOR SHALL OBTAIN APPROVALS FROM PRIVATE PROPERTY OWNERS PRIOR TO ACCESS OR USE OF PROPERTY. 14. CONTRACTOR SHALL POST 'NO PARKING SIGNAGE' WITH SIGNAGE AVAILABLE FROM CITY AS REQUIRED TO SAFELY COMPLETE WORK IN THE STREET AND SIDEWALK 48-HOURS PRIOR TO STARTING WORK. CONTRACTOR SHALL NOTIFY THE INSPECTOR AND THE CITY'S EMERGENCY COMMUNICATION CENTER (408) 586-2400 OF STREETS WHERE SIGNAGE HAS BEEN POSTED. UTILITIES & UNDERGROUND 1. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING EXISTING UNDERGROUND UTILITIES PRIOR TO STARTING WORK. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800)-642-2444 AND OBTAIN A REFERENCE NUMBER PRIOR TO EXCAVATION WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH FEDERAL, STATE, AND REGULATORY SAFETY REQUIREMENTS FOR EXCAVATION. REFER TO: www.usanorth811.org 2. THE EXISTENCE OF UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL POTHOLE TO LOCATE ALL UTILITIES WITHIN CONSTRUCTION AREA WHICH MAY BE AFFECTED BY CONSTRUCTION. THE USE OF GROUND PENETRATION RADAR IN LIEU OF POTHOLE EXCAVATION SHALL NOT BE PERMITTED. CONTRACTOR SHALL SUBMIT THE POTHOLE REPORT WITH FOUND LOCATION AND DEPTH INFORMATION TO THE CITY ENGINEER FOR REVIEW PRIOR TO PROCEEDING WITH FURTHER EXCAVATION. 3. THE CONTRACTOR SHALL POTHOLE TO DETERMINE THE LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND STRUCTURES AND WHERE PROPOSED CROSSINGS OF NEW UTILITY WITH EXISTING IS SHOWN ON THE PLANS. THE USE OF GROUND PENETRATION RADAR IN LIEU OF POTHOLE EXCAVATION SHALL NOT BE PERMITTED. CONTRACTOR SHALL SUBMIT THE POTHOLE REPORT WITH FOUND LOCATION AND DEPTH INFORMATION TO THE CITY ENGINEER FOR REVIEW PRIOR TO PROCEEDING WITH FURTHER EXCAVATION. 4. ADDITIONAL COST ON THE PART OF THE CONTRACTOR TO DETERMINE THE LOCATION OR DEPTH OF EXISTING UTILITIES WHERE DIFFERENT FROM THAT SHOWN IN THE CONTRACT DOCUMENTS SHALL BE BORNE BY THE CONTRACTOR. 5. UTILITY BOXES, MANHOLE COVERS, AND OTHER INFRASTRUCTURE SHALL BE BROUGHT TO FINISHED GRADE BY CONTRACTOR NO LATER THAN 72-HOURS FOLLOWING FINAL PAVING OPERATIONS. 6. CONTRACTOR SHALL NOT OPERATE WATER VALVES WITHOUT PRIOR APPROVAL FROM PUBLIC WORKS INSPECTOR. 7. CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING, AND BRACING FOR ALL TRENCHING AND EXCAVATION WORK IN ACCORDANCE TO APPLICABLE SAFETY REGULATION, AND THE CALIFORNIA LABOR CODE. 8. TRENCH EXCAVATION BACKFILL OPERATIONS WITHIN STREETS AND SIDEWALKS THAT CAN NOT BE COMPLETED BY THE END OF WORKDAY SHALL BE SAFELY SHORED AND COVERED BY STEEL PLATE. PLATES SHALL BE RAMPED OR COUNTERSUNK FROM EXISTING SURFACE, PROVIDE A SMOOTH TRANSITION, OVERLAP EDGES OF EXCAVATION BY 6-INCHES MINIMUM, BE SECURED INPLACE TO PREVENT MOVEMENT, ROCKING AND BOUNCE, AND HAVE A NON-SKID SURFACE. CONTRACTOR SHALL INSPECT AND ADJUST INSTALLED PLATES DAILY.																																																																					
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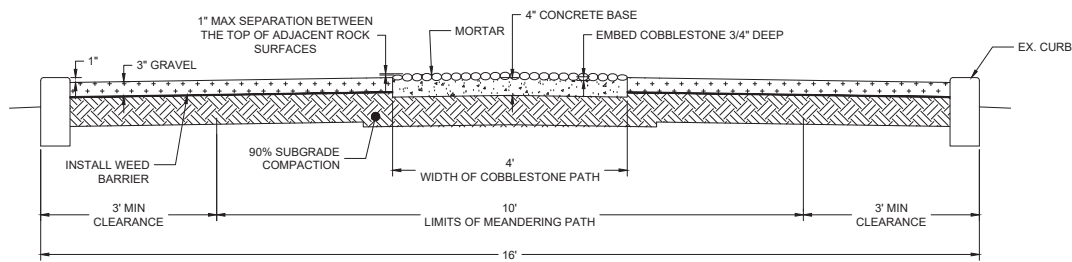
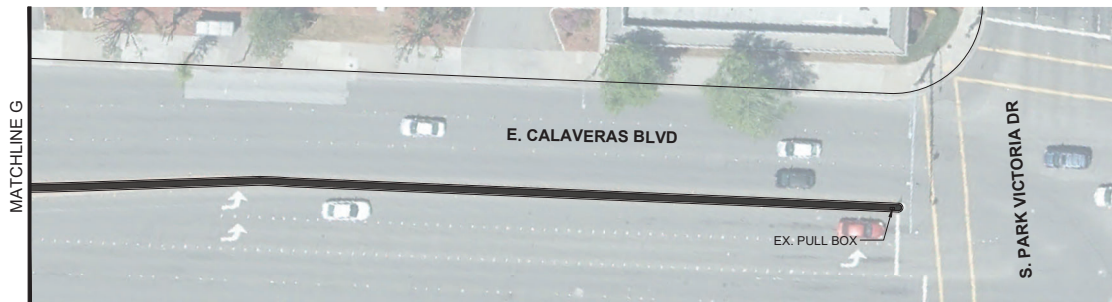
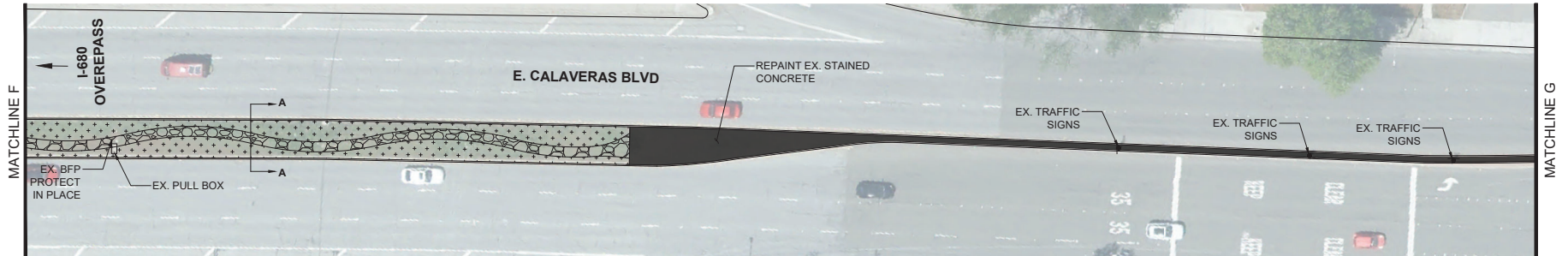
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SECTION A-A
MEDIAN COBBLESTONE SECTION

- MEDIAN COBBLESTONE SECTION NOTES:
1. COBBLE MUST MATCH EXISTING COBBLE.
 2. CONTRACTOR SHALL SUBMIT SAMPLE AND A 3/4X3 MOCK UP OF COBBLE TREATMENT FOR APPROVAL.

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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
APPROVING PROJECT PLANS AND SPECIFICATIONS; AUTHORIZING
ADVERTISEMENT FOR BID PROPOSALS; AND APPROVING BUDGET
APPROPRIATION FOR CALAVERAS MEDIAN CONVERSION PROJECT, CIP
NO. 3468**

WHEREAS, the Median Conversion Project, CIP No. 3468 (“Project”) is in the adopted 2026-2030 Capital Improvement Program (CIP); and provides for the design and construction to standardize the City’s maintained street medians and curbside planter areas with drought-tolerant plants, upgrade irrigation, and improved water efficiency to support the City’s Climate Action Plan and maintenance standards; and

WHEREAS, the Project’s top priority area is to improve the medians along Calaveras Boulevard from N. Milpitas Boulevard to N. Park Victoria Drive (located within Caltrans’ right-of-way and maintained by the City) by replacing the existing turf area with a continuous 4-foot-wide meandering cobblestone embedded in concrete with surrounding permeable gravel, protect the existing cobblestone paving, and restrain the existing concrete; and

WHEREAS, the Engineer’s Estimate for the Project is \$900,000 and additional budget appropriation is necessary to fully fund the Project; and

WHEREAS, staff recommends the City Council approve the Project’s plans and specifications, authorize advertisement for bid proposal, and appropriate \$360,000 from the General Government CIP Fund in Park & Street Landscape Irrigation Improvements, CIP No. 3449, and Annual Tree Replacement Program, CIP No. 3438 into the Project; and

WHEREAS, the Project entails operation, repair, maintenance and minor alteration of landscaping and hardscape features within an existing public right-of-way that involves negligible or no expansion of use which is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

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 authorize advertisement for bid proposals.
4. The City Council hereby approves a budget appropriation in the amount of \$360,000 from the General Government CIP Fund in Park & Street Landscape Irrigation, CIP No. 3449 Improvements and Annual Tree Replacement. CIP No. 3438 into Calaveras Median Conversion Project, CIP No. 3468.

PASSED AND ADOPTED this _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Christopher Creech, Acting City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to Chrisp Company, and Approve an Amendment to the Agreement with Hexagon Transportation Consultants, Inc. for Bicycle Improvement Project (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:	11/4/2025
Recommendation:	Adopt a resolution to: (1) Approve the Project plans and specifications; (2) Award the construction contract to Chrisp Company in the amount of \$620,412.75; (3) Authorize the City Manager, or designee, to award and execute the construction contract with Chrisp Company; (4) Authorize the Public Works Director, or designee, to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$180,000; and (5) Approve and authorize the City Manager, or designee, to execute Amendment No. 1 to the Design Services Agreement with Hexagon Transportation Consultants, Inc. in an amount not-to-exceed \$25,000 for Bicycle Improvement Project, CIP No. 4299.

BACKGROUND:

On [January 23, 2024](#), the City Council adopted a resolution to execute a Fund Transfer Agreement with California Department of Transportation (Caltrans Agreement) to receive \$1 million from the State through the Caltrans 2022 Priority Legislative Budget Project Earmarks to fund the Bicycle Improvement Project, CIP No. 4299 (Project). The Project is included in the FY2026-2030 Adopted Capital Improvement Program and provides for the design and improvement of existing bicycle facilities along the Abel Street, Main Street, and Milpitas Boulevard corridors which will improve bicyclist safety, reduce traffic stress for bicycle users, and promote bicycle use by eliminating facility gaps. These corridors are identified as high priority routes in the City's adopted Trail, Pedestrian and Bicycle Master Plan to connect to historical downtown on Main Street, schools, and a key route that crosses railroad tracks and creeks. The Project workplan was presented to and approved by City Council on [September 19, 2023](#).

The following is a summary of the base bid work:

- Abel Street Bridge: Install Class IV bike lanes (buffer zones).
- Abel Street: Install green bike conflict zones from Redwood Avenue to Marylinn Drive.
- Main Street: Restripe existing bike lanes from Weller Lane to Carlo Street.
- Main Street: Install green bike conflict zones from Carlo Street to Great Mall Parkway.
- North Milpitas Boulevard: Install Class IV bike lanes (buffer zones) from Abel Street to Calaveras Boulevard.

Staff included the following work as bid alternates in the event there was sufficient funding to award one or multiple alternates with the base scope.

- Alternate 1 - Abel Street: Install delineator posts in the buffer zone from Redwood Avenue to the Abel bridge.
- Alternate 2 - Abel Street: Restripe traffic lane lines between Marylinn Drive and Redwood Avenue.
- Alternate 3 - North Milpitas Boulevard: Install delineator posts between Abel Street and Calaveras Boulevard.
- Alternate 4 - Main Street: Restripe traffic lane lines between Weller Lane and Carlo Street.

In accordance with [City Municipal Code I-2-3.13 – Contracting for Consultants](#), a Request for Proposals (RFP 4299) to select a design consultant for the Project was released on June 25, 2024. RFP 4299 was

publicly posted on OpenGov Procurement, in accordance with [City Municipal Code I-2-3.09 - Request for Proposals Procedure](#), and five (5) firms submitted their proposals. All submissions were evaluated and scored in accordance with the RFP criteria. Hexagon Transportation Consultants, Inc. was determined to be the best value proposer. On November 1, 2024, the City entered into a Design Services Agreement with Hexagon Transportation Consultants, Inc. to provide design services in a not-to-exceed amount of \$99,850 for the Project.

ANALYSIS:

The Project was advertised on the City eProcurement system, OpenGov Procurement, digital construction trade publications on August 22, 2025, and in the Milpitas Post on August 22 and 29, 2025, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act. 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 September 17, 2025, and two (2) sealed bids were received ranging in cost from \$468,662.50 to \$487,167.75 based on the Project Plans and Specifications (Attachment B). The Summary of Bid Results is as follows; detailed information regarding the bid results (Attachment C) are included in the agenda packet. The bid pricing submitted varies between 1% to 5% below the Engineer's Construction Estimate of the Project's base bid of \$493,172.70 which aligns with current market conditions.

Bidder	Base Bid	Bid Alternate No. 1	Bid Alternate No. 2	Bid Alternate No. 3	Bid Alternate No. 4
<i>Engineer's Estimate</i>	<i>\$493,172.70</i>	<i>\$5,322.32</i>	<i>\$39,304.00</i>	<i>\$23,923.14</i>	<i>\$20,768.75</i>
Sterndahl Enterprises, LLC	\$468,662.50	\$7,280.00	\$28,458.75	\$40,230.00	\$16,490.00
Chrisp Company	\$487,167.75	\$16,000.00	\$27,125.00	\$72,265.00	\$17,855.00

The apparent lowest bidder was Sterndahl Enterprises, LLC (Sterndahl) who submitted a base bid in the amount of \$468,662.50. Staff reviewed Sterndahl's bid proposal and determined it to be non-responsive. As specified in Section 00 41 43 – Bid Forms, Sterndahl failed to acknowledge Addendum No.1 and did not provide a corporate seal under item 1.1 - Bid Acknowledgement and 1.10 - Bid Bond. Staff reviewed the bid proposal submitted by Chrisp Company, the apparent second lowest bidder, and found their bid proposal to be responsive.

Staff informed Sterndahl in writing of their non-responsive bid (Attachment D) and posted a Notice of Intent to Award (Attachment E) to Chrisp Company on OpenGov Procurement on September 23, 2025. The notice advised of the seven (7) calendar days allowed by City of Milpitas Municipal Code [Section I-2-3.19 – Protest Procedure](#) to submit a bid protest to the City; no bid protests were received by the 5:00 pm September 30, 2025, deadline. Therefore, staff recommends awarding a construction contract in the base bid amount of \$487,167.75 plus alternate bid item nos. 1-4 in the amount of \$133,245 for the total amount of \$620,412.75 to Chrisp Company, 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.

As the Caltrans Agreement requires the City to expend the entire funding by June 30, 2026, after award of the construction contract, the remaining available funding in the Project is approximately \$265,000, which will be used for contract administration, construction contingency, and design services. The construction contingency established for the Project is \$180,000, which is approximately 29% of the total contract value, to address any unforeseen conditions that arise during construction. As previously approved for the successful completion of recent projects with tight completion schedules, staff is requesting the use of the same change order policy used for previous projects (**Attachment F**). This policy allows for timely completion of the Project, while addressing the need to respond swiftly to construction conditions and approve necessary change orders to limit potential claims or risks to the City.

Staff also recommends the approval of Amendment No. 1 to the Design Service Agreement with Hexagon Transportation Consultants, Inc. (**Attachment G**) to provide additional design services for the restriping of Main Street and installation of the bike detection lights. Staff has negotiated a scope and fee for Amendment

No. 1 in a not-to-exceed amount of \$25,000, which will increase compensation of the Agreement from \$99,850 to \$124,850. No additional funding appropriation is required for Amendment No. 1.

POLICY ALTERNATIVE(S):

Alternative: Do not approve the Project's plans and specifications and award the construction contract to Chrisp Company.

Pros: None.

Cons: A denial would delay the necessary improvements to existing bicycle facilities to improve bicyclist safety, reduce traffic stress for bicycle users, and promote bicycle use by eliminating facility gaps as identified in the City's adopted Trail, Pedestrian and Bicycle Master Plan.

Reason for Not Recommending: Not awarding the construction contract will risk not expending the remaining funding of \$886,250 by June 30, 2026 as specified in the Caltrans Agreement. Any unspent funding will subsequently be relinquished by the City and thereby forego an opportunity to invest in improving the City's bicycle lane infrastructure.

PROJECT SCHEDULE/KEY MILESTONES:

The Project is anticipated to start in late Winter 2026 and to be completed by Spring 2026 to meet the expenditure deadline stipulated in the Caltrans Agreement.

FISCAL IMPACT:

This project is entirely funded with State funding. No local City funding is included in this project. The City Council approved the Caltrans Agreement and received \$1 million from the State through the Caltrans 2022 Priority Legislative Budget Project Earmarks to fund the work. Adequate funds are available in the Project and no additional funding is required. As of September 30, 2025, the available funding for the Project is \$886,250.

Summary of Estimated Construction Expenditures

Construction Contract	
Base Bid	\$487,167.75
Bid Alternates 1, 2, 3 & 4	\$133,245.00
29% Contingency	\$180,000.00
Design Amendment No. 1	\$25,000.00
Total Construction Cost	\$825,412.75

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The Project entails operation, repair, maintenance and minor alteration of existing facilities that involves negligible or no expansion of use and do not create additional automobile lanes which is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The Notice of Exception was filed with the County of Santa Clara on November 4, 2024.

The Project also entails pedestrian and bicycle facilities that improve safety, access, and/or mobility within the public right of way, and therefore is exempt from CEQA review pursuant to Pub. Resources Code, § 21080.25(b)

ATTACHMENT(S):

- (a) Resolution
- (b) Approved Plans and Specifications
- (c) Bid Tabulation
- (d) City's Letter to Sterndahl Enterprises, LLC.
- (e) Notice of Intent to Award
- (f) Construction Change Order Policy
- (g) Design Amendment No. 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE PROJECT PLANS AND SPECIFICATIONS; AWARDING CONSTRUCTION CONTRACT TO THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID, CHRIP COMPANY IN A TOTAL AMOUNT OF \$620,412.75; AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONSTRUCTION CONTRACT WITH CHRISP COMPANY; AUTHORIZING THE PUBLIC WORKS DIRECTOR, OR DESIGNEE, TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED \$180,000.00; AND APPROVE AND AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT WITH HEXAGON TRANSPORTATION CONSULTANTS, INC. IN THE AMOUNT OF \$25,000 FOR BICYCLE IMPROVEMENT PROJECT, CIP NO. 4299.

WHEREAS, The Bicycle Improvement Project, CIP No. 4299 (“Project”) is included the FY2026-2030 Adopted Capital Improvement Program and provides for the design and improvement of existing bicycle facilities along the Abel Street, Main Street, and Milpitas Boulevard corridors which will improve bicyclist safety, reduce traffic stress for bicycle users, and promote bicycle use by eliminating facility gaps by restriping bike and traffic lane lines and pavement markings, installing green bike conflict zones and delineator posts, and upgrading the bike lanes from an existing identification Class 2 to either a Class 2b or 4, where feasible; and

WHEREAS, On September 19, 2023, City Council approved the workplan along Abel Street, Main Street, and Milpitas Boulevard corridors for the Project; and

WHEREAS, On January 23, 2024, the City Council adopted a resolution to execute a Fund Transfer Agreement with California Department of Transportation (“Caltrans Agreement”) to receive \$1 million from the State through the Caltrans 2022 Priority Legislative Budget Project Earmarks to fund the Project; and

WHEREAS, the Project was advertised on City’s eProcurement system, OpenGov Procurement and digital construction trade publications on August 22, 2025, and in the Milpitas Post on August 22 and 29, 2025, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act; and posted at Milpitas City Hall, Sports Center, and Senior Center as per City Council direction and Government Code section 36933; and

WHEREAS, the Engineer’s Estimate for the Project’s Base Bid is \$493,172.70; Bid Alternate No. 1 is \$5,322.32; Bid Alternate No. 2 is \$39,304.00; Bid Alternate No. 3 is \$23,923.14; and Bid Alternate No. 4 is \$20,768.75; and

WHEREAS, on September 17, 2025, two (2) sealed bid proposals were received and the base bid pricing ranged from \$468,662.50 to \$487,167.75; and

WHEREAS, Sterndahl Enterprises, LLC.’s bid proposal was the apparent lowest bid, but was deemed non-responsive because the bid did not meet requirements set forth in the Project bid documents which Sterndahl Enterprises, LLC, Inc. was notified by certified mail on September 23, 2025; and

WHEREAS, the lowest responsible bidder submitting a responsive bid is Chrisp Company in the base bid amount of \$487,167.75; and

WHEREAS, the Notice of Intent to Award Contract to Chrisp Company was posted on OpenGov Procurement and no bid protest was filed with the City within seven (7) days of the posting as set forth in the Milpitas Municipal Code 1-2-3.19; and

WHEREAS, staff recommends the City Council award a construction contract to Crisp Company, 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 Alternate Bid Items 1, 2, 3, and 4 in the amount of \$620,412.75 in accordance with State law; and

WHEREAS, sufficient funds are available in the Project budget to award Chrisp Company in in the total amounts of \$620,412.75; 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 \$180,000, twenty-nine percent (29%) of the total contract value, to restripe the bike and traffic lanes lines and pavement marking along Main Street from Carlo Street to Great Mall Parkway, install bike detection lights at the intersections along N. Milpitas Boulevard intersections and for the Project's timely completion, and staff's capability to respond swiftly to unanticipated construction conditions to limit potential claims or risk to the City; and

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

WHEREAS, staff recommends the City Council authorize the City Manager, or designee, to execute Amendment No. 1 to the Design Services Agreement with Hexagon Transportation Consultants, Inc. in the amount not to exceed \$25,000 to provide additional design services for the restriping of along Main Street from Carlo Street to Great Mall Parkway and the installation of bike detection lights along S. Milpitas Boulevard intersections; 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's plans and specifications.
3. The City Council hereby awards the construction contract to and authorizes the City Manager, or designee, to execute the contract and related documents with the lowest responsible bidder submitting a responsive bid, Chrisp Company, in the amount of \$620,412.75 for the Project. The City Manager or designee is authorized to execute a contract with Innovative Construction Solutions not to exceed this amount and take all necessary actions to effectuate this award.
4. The Public Works Director, or designee, is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$180,000.00 for the Project.

5. The City Manager, or designee, is hereby authorized to execute Amendment No. 1 to the design services agreement with Hexagon Transportation Consultants, Inc in the amount of, not to exceed, \$25,000.

PASSED AND ADOPTED this 4th day of November, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Christopher Creech, Acting City Attorney

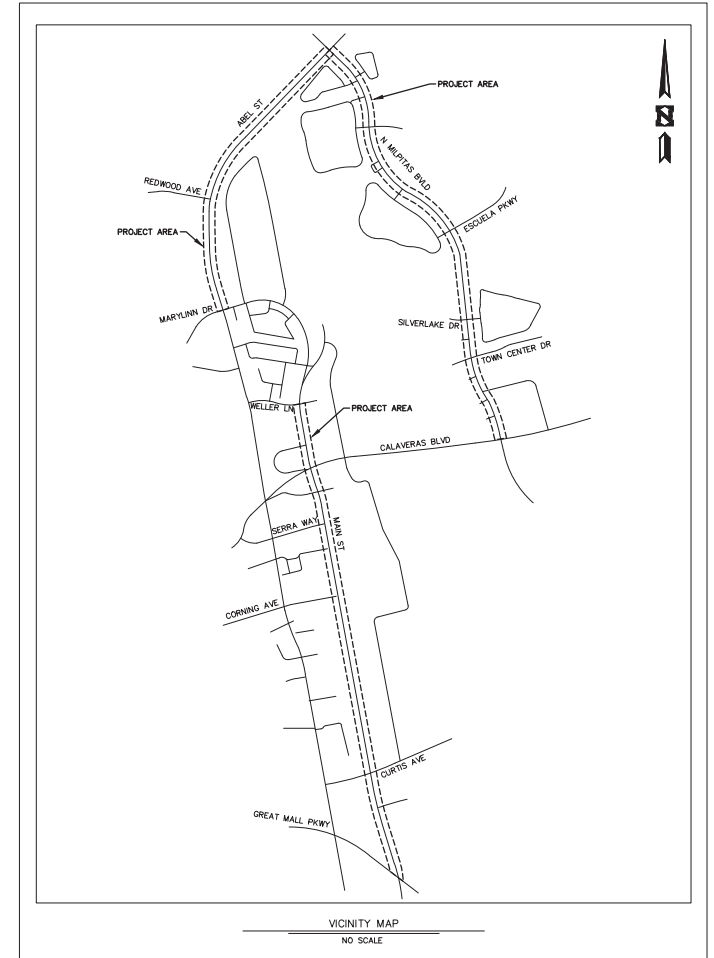
SIGNING AND STRIPING PLANS BICYCLE IMPROVEMENT PROJECT MILPITAS, CALIFORNIA

CIP NO. 4299

LEGEND	
	CALTRANS STRIPING DETAIL NUMBER (SEE CALTRANS STANDARD PLANS A20A TO A20D)
	BIKE LANE PAVEMENT MARKING (SEE CALTRANS STANDARD PLANS A24A & A24C)
	CALTRANS TYPE IV ARROW (SEE CALTRANS STANDARD PLAN A24A)
	SHARED ROADWAY BICYCLE MARKING (SEE CALTRANS STANDARD PLAN A24C)
	BIKE LOOP DETECTION SYMBOL (SEE CALTRANS STANDARD PLAN A24C)
	SIGN WITH POST (NEW)
	SIGN WITH POST (EXISTING)
	SIGN WITH POST (REMOVE)
	GREEN PAVEMENT ENHANCEMENT
	"35" LEGEND (SEE CALTRANS STANDARD PLAN A24C)
	EXISTING YIELD LINE
	PROPOSED YIELD LINE (SEE CALTRANS STANDARD PLAN A24C)
	EXISTING STREET LIGHT
	VIDEO DETECTION ZONE TO BE REPROGRAMMED, AS NECESSARY

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4	SS-2
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6	SS-4
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8	SS-6
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18	SS-16

COVER SHEET
GENERAL NOTES
SIGNING AND STRIPING PLAN - ABEL STREET BETWEEN MARYLIN DRIVE AND REDWOOD AVENUE
SIGNING AND STRIPING PLAN - ABEL STREET BETWEEN REDWOOD AVENUE AND MILPITAS BOULEVARD
SIGNING AND STRIPING PLAN - MAIN STREET BETWEEN WELER LANE AND CARLO STREET
SIGNING AND STRIPING PLAN - MAIN STREET BETWEEN CARLO STREET AND CORNING AVENUE
SIGNING AND STRIPING PLAN - MAIN STREET BETWEEN CORNING AVENUE AND GREAT MALL PARKWAY
SIGNING AND STRIPING PLAN - MILPITAS BOULEVARD BETWEEN ABEL STREET AND TRAMWAY DRIVE
SIGNING AND STRIPING PLAN - MILPITAS BOULEVARD BETWEEN TRAMWAY DRIVE AND ESCUELA PARKWAY
SIGNING AND STRIPING PLAN - MILPITAS BOULEVARD BETWEEN ESCUELA PARKWAY AND TOWNCENTER DRIVE/BERESFORD COURT
SIGNING AND STRIPING PLAN - MILPITAS BOULEVARD BETWEEN TOWNCENTER DRIVE/BERESFORD COURT AND E. CALAVERAS BOULEVARD
ADDITIVE ALTERNATIVE 1 - ABEL STREET BETWEEN REDWOOD AVENUE AND MILPITAS BOULEVARD
ADDITIVE ALTERNATIVE 2 - ABEL STREET BETWEEN MARYLIN DRIVE AND REDWOOD AVENUE
ADDITIVE ALTERNATIVE 3 - MILPITAS BOULEVARD BETWEEN ABEL STREET AND TRAMWAY DRIVE
ADDITIVE ALTERNATIVE 3 - MILPITAS BOULEVARD BETWEEN ABEL STREET AND TRAMWAY DRIVE
ADDITIVE ALTERNATIVE 3 - MILPITAS BOULEVARD BETWEEN ABEL STREET AND TRAMWAY DRIVE
ADDITIVE ALTERNATIVE 4 - MAIN STREET BETWEEN WELER LANE AND CARLO STREET



HEXAGON TRANSPORTATION CONSULTANTS, INC.
100 Century Center Court, Suite 501
San Jose, California 95112
Ph: (408) 971-6100
www.hextrans.com



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: AL Date: 7/31/25
Check By: JE/ET Date: 7/31/25
Designed By: AL/RS Date: 7/31/25

Revisions

Num.	Description	Engr. Appr.	Date:
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



CITY OF MILPITAS
ENGINEERING DIVISION

BICYCLE IMPROVEMENT PROJECT

COVER SHEET

RECOMMENDED FOR BIDDING BY: Roberto Alarza
Roberto Alarza, P.E.
Public Works Division Manager - Engineering
DATE: 08/19/2025

APPROVAL FOR BIDDING BY: Michael Stevens
Michael Stevens, P.E.
City Engineer
DATE: _____

CITY PROJECT NO.
CIP No. 4299
Rec'Dwg No.
T-1
DATE:
7/31/2025
SCALE:
NO SCALE
PAGE NO.
SHEET 1 OF 18

CITY OF MILPITAS STANDARD GENERAL NOTES:

- CONTRACTOR'S LICENSE REQUIREMENTS ARE NOTED IN THE CONTRACT DOCUMENTS.
- 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.
- 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.
- CONTRACTORS PROJECT CONSTRUCTION SCHEDULE SHALL MEET ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- THE PROJECT NOTICE TO PROCEED WILL NOT BE ISSUED UNLESS CONTRACTORS PROJECT CONSTRUCTION SCHEDULE HAS BEEN APPROVED BY THE CITY ENGINEER.
- 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.
- 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/milpitas/departments/engineering/standards--details--and-specifications/>
- 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.
- 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) 586-2777, OR PREFERRED METHOD: <https://app.oculyscheduling.com/schedule.php?owner=18287911>
- CONTRACTOR'S PROJECT MANAGER AND SUPERINTENDENT SHALL ATTEND PRE-CONSTRUCTION MEETING WITH CITY PROJECT ENGINEER AND INSPECTOR PRIOR TO STARTING WORK.
- 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.
- CONTRACTOR SHALL NOT PERFORM ANY WORK THAT DEVIATES FROM THAT SHOWN IN THE CONTRACT DOCUMENTS WITHOUT APPROVAL FROM THE CITY ENGINEER.
- 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.
- 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.
- 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.
- PROPERTY, INCLUDING UTILITIES, HARDSCAPE, LANDSCAPING, AND OTHER EXISTING INFRASTRUCTURE DAMAGED BY CONTRACTORS WORK SHALL BE RESTORED IN-KIND OR TO A BETTER CONDITION AT CONTRACTORS EXPENSE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND CONDITIONS AT THE PROJECT JOB SITE AT ALL TIMES.
- CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY REQUIREMENTS, HEALTH AND SAFETY ORDERS, CITY, STATE, AND FEDERAL REGULATIONS.
- 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 BURNED MONUMENTS.
- 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.
- 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.
- 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.
- 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).
- CONTRACTOR SHALL NOT ALLOW ANY DEBRIS OR DISCHARGE TO ENTER A STORM DRAIN CATCH BASIN OR WATER COURSE.
- CONTRACTOR SHALL MAINTAIN PROJECT SITE AND ADJACENT AREAS IN A NEAT, CLEAN, AND PROFESSIONAL CONDITION AT ALL TIMES. CONTRACTOR SHALL PROVIDE GRAFFITI, TRASH, AND DEBRIS REMOVAL INCLUDING STREET/SIDEWALK SWEEPING OPERATIONS DAILY AT THE END OF THE DAYS WORK.
- CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AT PROJECT SITE AND DURING CONSTRUCTION OPERATIONS AT ALL TIMES.
- 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 CAD FORMAT MEETING CITY REQUIREMENTS.

GENERAL SIGNING AND STRIPING NOTES:

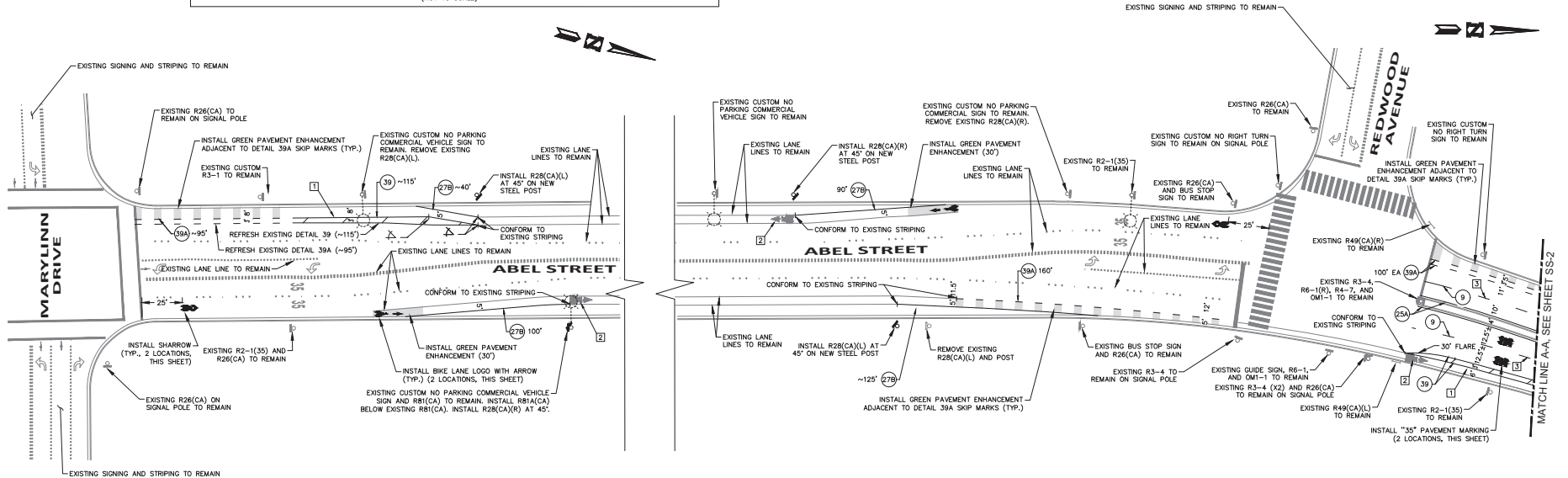
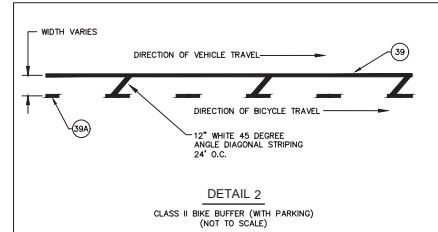
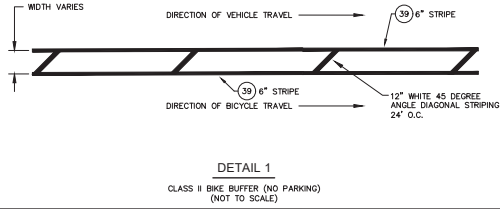
- ALL WORK SHALL CONFORM WITH THE LATEST CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND CITY OF MILPITAS STANDARDS.
- ALL EXISTING SIGNS AND POSTS SHALL REMAIN UNLESS OTHERWISE NOTED.
- NEW SIGN LOCATIONS ARE SHOWN SCHEMATICALLY. ALL NEW SIGN POSTS SHALL BE LOCATED TO MAINTAIN 4" MINIMUM ADA CLEARANCE (EXCLUSIVE OF CURB).
- ALL EXISTING STRIPING AND RETROREFLECTIVE MARKERS THAT CONFLICT WITH THIS PLAN SHALL BE REMOVED.
- ALL PAVEMENT MARKINGS AND STRIPING SHALL BE THERMOPLASTIC.
- EXISTING STRIPING, PAVEMENT MARKINGS, AND SIGNING NOT AFFECTED BY THE PROPOSED IMPROVEMENTS ARE NOT FULLY DOCUMENTED ON THIS PLAN.
- LANE DIMENSIONS FOR LANES ADJACENT TO CURBS ARE MEASURED FROM FACE OF CURB TO CENTER OF STROPE DETAIL.
- ALL UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED BY THE CONTRACTOR TO THE SATISFACTION OF THE CITY ENGINEER.
- INSTALL BLUE FIRE HYDRANT PAVEMENT MARKERS ADJACENT TO EXISTING FIRE HYDRANTS PER CA MUTCD SECTION 3B.11.18 THROUGH 3B.11.23.
- LAYOUT AND CONTROL MARKS SHALL BE PLACED BY THE CONTRACTOR AND APPROVED BY THE CITY. CONTRACTOR SHALL COORDINATE ALL STRIPING WITH THE CITY PRIOR TO INSTALLATION.
- THE CENTER OF THE BIKE SHARROWS SHALL BE PLACED AT LEAST 12 FEET FROM THE FACE OF THE CURB WHEN PARKING IS PRESENT AND 4 FEET FROM THE FACE OF THE CURB WHEN NO PARKING IS PRESENT.

 HEXAGON TRANSPORTATION CONSULTANTS, INC. 100 Century Center Court, Suite 501 San Jose, California 95112 PH: (408) 971-6100 www.hextrans.com	Designer Stamp: <i>John Brown</i> 7-31-25 	Record Drawings Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility / Facility Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____	Revisions <table border="1"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Num.	Description	Engr. Appr.	Date:																																										CITY OF MILPITAS ENGINEERING DIVISION BICYCLE IMPROVEMENT PROJECT GENERAL NOTES RECOMMENDED FOR BIDDING BY: <i>Roberto Alonso</i> Roberto Alonso, P.E. Public Works Division Manager - Engineering DATE: 08/19/2025	CITY PROJECT NO. CIP No. 4299 Rec. Desg No. GN-1 DATE: 7/31/2025 SCALE: NO SCALE PAGE NO. SHEET 2 OF 18
	Num.	Description	Engr. Appr.	Date:																																														

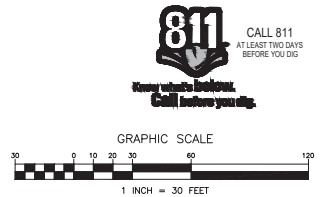


PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL CLASS II BIKE BUFFER (NO PARKING). SEE DETAIL 1, THIS SHEET.
2. EXISTING BIKE LANE PAVEMENT MARKING TO REMAIN.
3. INSTALL CONTRAST STRIPING PER CALTRANS STANDARD PLAN A20E.



* THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
 * SEE SHEET T-1 FOR LEGEND AND SHEET G-1 FOR GENERAL SIGNING AND STRIPING NOTES.



HEXAGON TRANSPORTATION CONSULTANTS, INC.
 100 Century Center Court, Suite 501
 San Jose, California 95112
 Ph: (408) 971-6100
 www.hextrans.com



Record Drawings

Designer: Roberto Alonso Date: 7-31-25
 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: AE Date: 7/31/25
 Check By: AE Date: 7/31/25
 Designed By: AE Date: 7/31/25

Revisions

Num.	Description	Engr. Appr.	Date:



CITY OF MILPITAS
 ENGINEERING DIVISION

BICYCLE IMPROVEMENT PROJECT

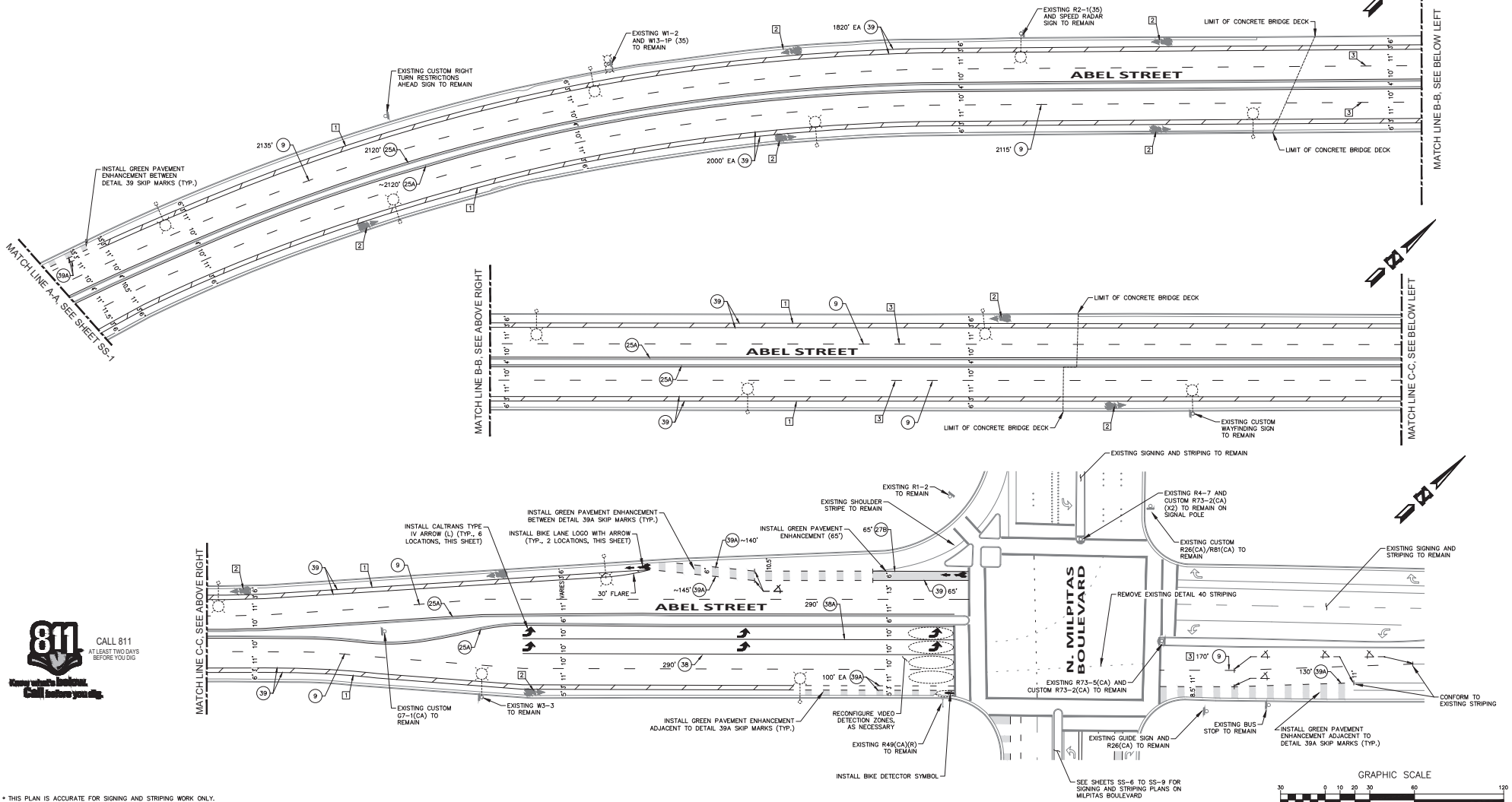
ABEL STREET BETWEEN MARYLINN DRIVE AND REDWOOD AVENUE

RECOMMENDED FOR BIDDING BY: Roberto Alonso
 Roberto Alonso, P.E.
 Public Works Division Manager - Engineering
 DATE: 08/19/2025

CITY PROJECT NO.
 CIP No. 4299
 Rec. Des. No.
 SS-1
 DATE:
 7/31/2025
 SCALE:
 1" = 30'
 PAGE NO.
 SHEET 3 OF 18

PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL CLASS II BIKE BUFFER (NO PARKING). SEE DETAIL 1, SHEET SS-1.
2. EXISTING BIKE LANE PAVEMENT MARKING TO REMAIN.
3. INSTALL CONTRAST STRIPING PER CALTRANS STANDARD PLAN A20E FOR DETAIL 9 WITHIN LIMITS OF CONCRETE BRIDGE DECK.



• THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
 • SEE SHEET T-1 FOR LEGEND AND SHEET QN-1 FOR GENERAL SIGNING AND STRIPING NOTES.

HEXAGON TRANSPORTATION CONSULTANTS, INC.
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 San Jose, California 95112
 Ph: (408) 971-6100
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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: A Date: 7/31/25
 Check By: J/E/T Date: 7/31/25
 Designed By: A/T/C Date: 7/31/25

Revisions

Num.	Description	Engr. Appr.	Date



CITY OF MILPITAS
 ENGINEERING DIVISION

BICYCLE IMPROVEMENT PROJECT

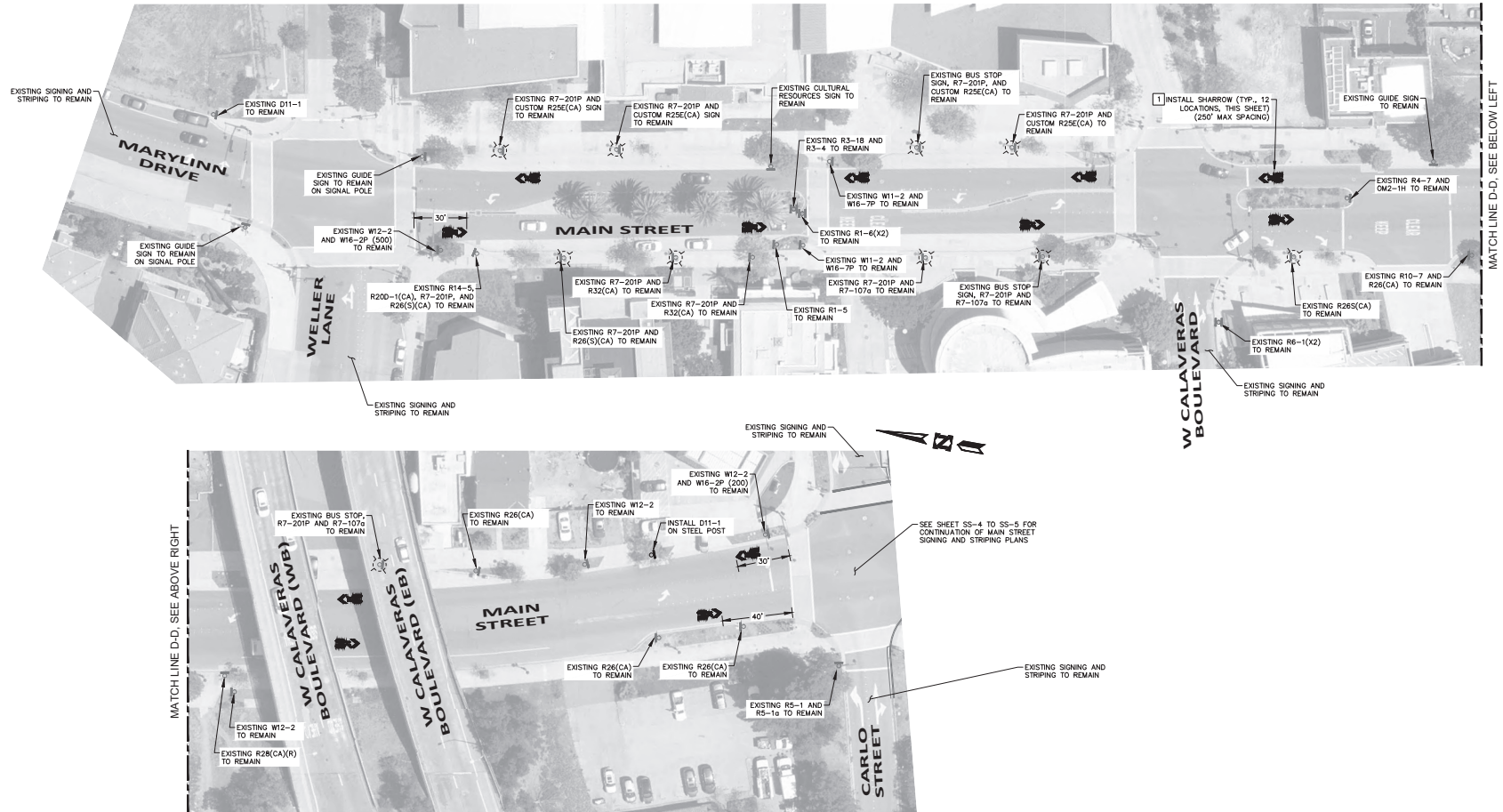
ABEL STREET BETWEEN REDWOOD AVENUE AND MILPITAS BOULEVARD

RECOMMENDED FOR BIDDING BY: Roberto Alonzo
 Roberto Alonzo, P.E.
 Public Works Division Manager - Engineering
 DATE: 08/19/2025

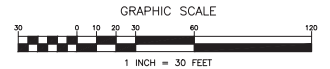
CITY PROJECT NO. CIP No. 4299
 Rec. Des. No. SS-2
 DATE: 7/31/2025
 SCALE: 1" = 30'
 PAGE NO. SHEET 4 OF 18

PROJECT NOTES (THIS SHEET ONLY):

- 1 THE CENTER OF THE BIKE SHARROWS SHALL BE PLACED AT LEAST 12 FEET FROM THE FACE OF THE CURB WHEN PARKING IS PRESENT AND 4 FEET FROM THE FACE OF THE CURB WHEN NO PARKING IS PRESENT.



- THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
• SEE SHEET T-1 FOR LEGEND AND SHEET ON-1 FOR GENERAL SIGNING AND STRIPING NOTES.



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Ph: (408) 971-6100

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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: AL Date: 7/31/25
Check By: JE/ET Date: 7/31/25
Designed By: AL/TC Date: 7/31/25

Revisions

Num.	Description	Engr. Appr.	Date:



CITY OF MILPITAS
ENGINEERING DIVISION

BICYCLE IMPROVEMENT PROJECT

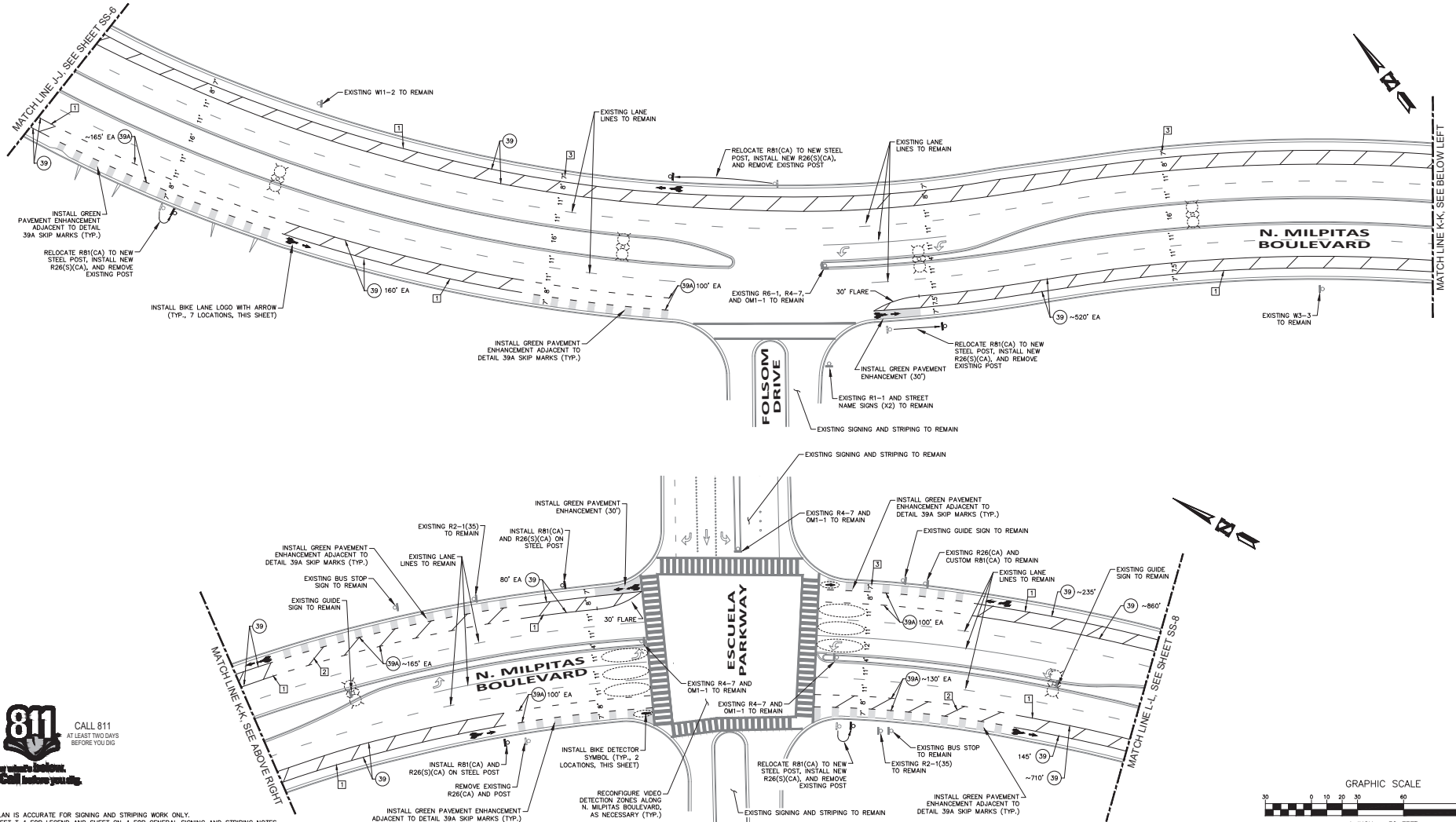
MAIN STREET BETWEEN WELLER LANE AND CARLO STREET

RECOMMENDED FOR BIDDING BY: Roberto Alonso
Roberto Alonso, P.E.
Public Works Division Manager - Engineering
DATE: 08/19/2025

CITY PROJECT NO.
CIP No. 4299
Rec. Des. No.
SS-3
DATE:
7/31/2025
SCALE:
1" = 30'
PAGE NO.
SHEET 5 OF 18

PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL CLASS II BIKE BUFFER (NO PARKING). SEE DETAIL 1, SHEET SS-1.
2. INSTALL 12" WHITE DIAGONALS ADJACENT TO DETAIL 39A SKIP MARKS, 24' O.C.
3. ANY MINOR DIFFERENCE IN WIDTH FROM FIELD CONDITIONS MAY BE ADDED OR SUBTRACTED FROM THE BIKE BUFFER (TYP.).



* THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
* SEE SHEET T-1 FOR LEGEND AND SHEET GN-1 FOR GENERAL SIGNING AND STRIPING NOTES.



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San Jose, California 95112
Ph: (408) 971-6100 www.hextrans.com



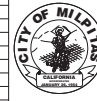
Record Drawings

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: A Date: 7/31/25
Check By: JE Date: 7/31/25
Designed By: ATC Date: 7/31/25

Revisions

Num.	Description	Engr. Appr.	Date:



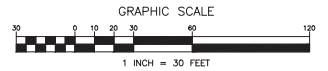
CITY OF MILPITAS
ENGINEERING DIVISION

BICYCLE IMPROVEMENT PROJECT

MILPITAS BOULEVARD BETWEEN TRAMWAY DRIVE AND ESCUELA PARKWAY

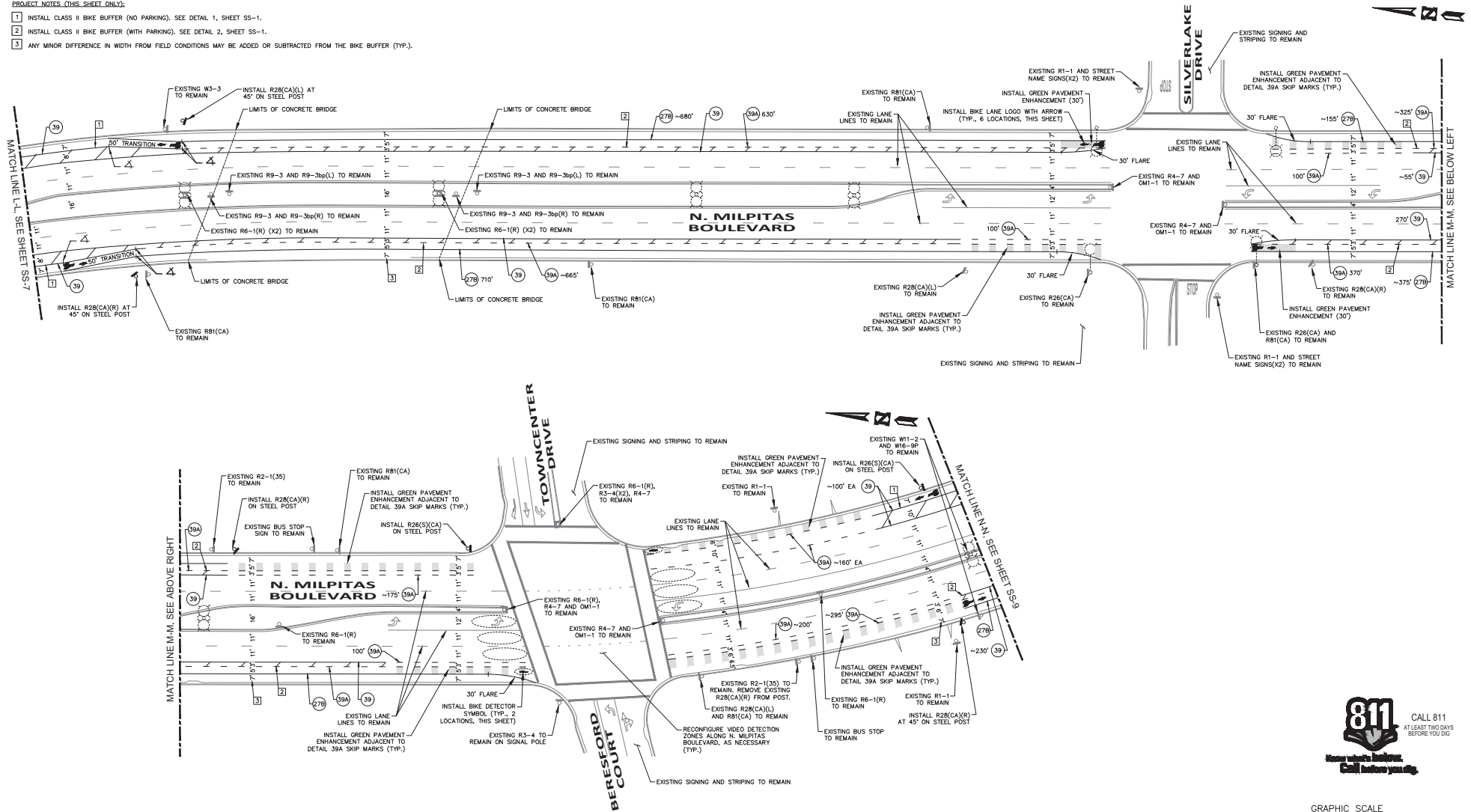
RECOMMENDED FOR BIDDING BY: Roberto Alonso
Roberto Alonso, P.E.
Public Works Division Manager - Engineering DATE: 08/19/2025

CITY PROJECT NO.
CIP No. 4299
Rec. Desg. No.
SS-7
DATE:
7/31/2025
SCALE:
1" = 30'
PAGE NO.
SHEET 9 OF 18

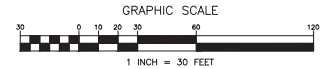


PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL CLASS II BIKE BUFFER (NO PARKING). SEE DETAIL 1, SHEET SS-1.
2. INSTALL CLASS II BIKE BUFFER (WITH PARKING). SEE DETAIL 2, SHEET SS-1.
3. ANY MINOR DIFFERENCE IN WIDTH FROM FIELD CONDITIONS MAY BE ADDED OR SUBTRACTED FROM THE BIKE BUFFER (TYP.).



* THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
* SEE SHEET T-1 FOR LEGEND AND SHEET GN-1 FOR GENERAL SIGNING AND STRIPING NOTES.



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San Jose, California 95112
Ph: (408) 971-6100
www.hextrans.com



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: AE Date: 7/31/25
Check By: AE Date: 7/31/25
Designed By: AE Date: 7/31/25

Revisions

Num.	Description	Engr. Appr.	Date:



CITY OF MILPITAS
ENGINEERING DIVISION

BICYCLE IMPROVEMENT PROJECT

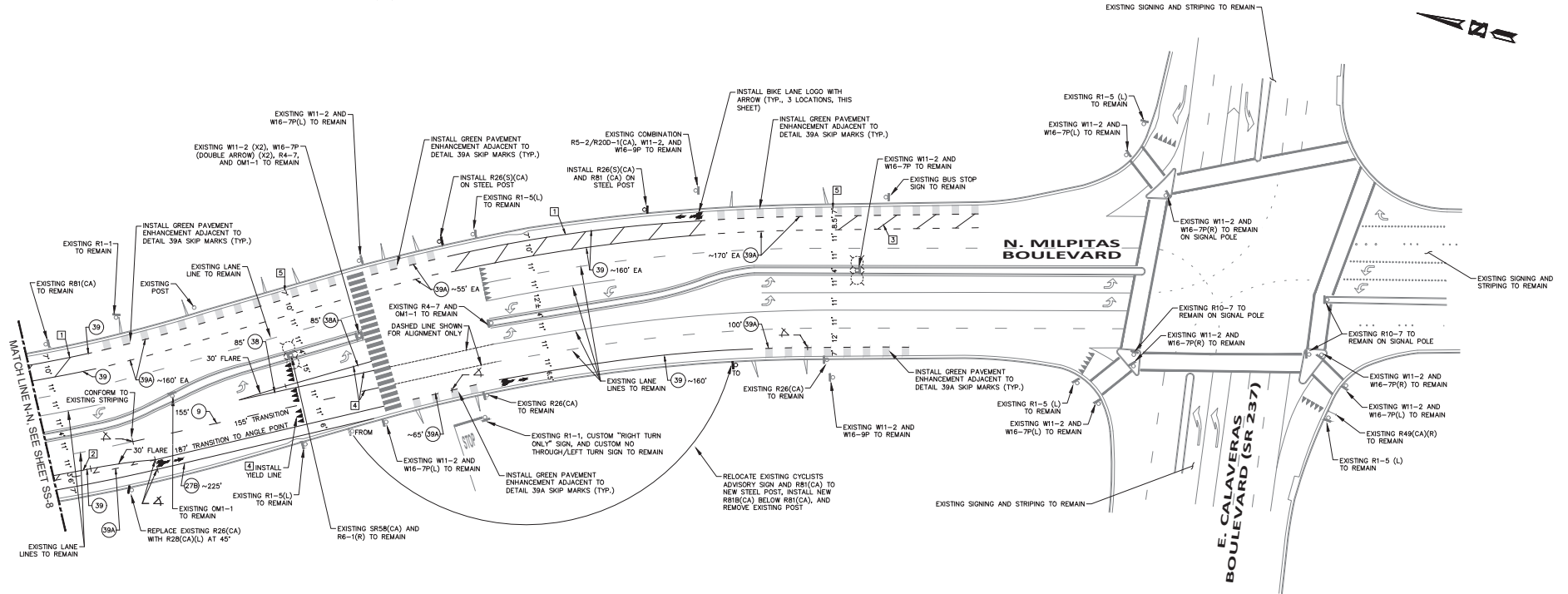
MILPITAS BOULEVARD BETWEEN ESCUELA PARKWAY AND TOWNCENTER DRIVE/BERESFORD COURT

RECOMMENDED FOR BIDDING BY: Roberto Alonso
Roberto Alonso, P.E.
Public Works Division Manager - Engineering
DATE: 08/19/2025

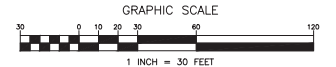
CITY PROJECT NO.
CIP No. 4299
Rec. Desg. No.
SS-8
DATE:
7/31/2025
SCALE:
1" = 30'
PAGE NO.
SHEET 10 OF 18

PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL CLASS II BIKE BUFFER (NO PARKING). SEE DETAIL 1, SHEET SS-1.
2. INSTALL CLASS II BIKE BUFFER (WITH PARKING). SEE DETAIL 2, SHEET SS-1.
3. INSTALL 12" WHITE DIAGONALS ADJACENT TO DETAIL 39A SKIP MARKS, 24" O.C.
4. REMOVE EXISTING LANE LINES IF THEY CONFLICT WITH THIS PLAN, AND INSTALL NEW LANE LINES AS SHOWN.
5. ANY MINOR DIFFERENCE IN WIDTH FROM FIELD CONDITIONS MAY BE ADDED OR SUBTRACTED FROM THE BIKE BUFFER (TYP.).



* THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
* SEE SHEET T-1 FOR LEGEND AND SHEET GN-1 FOR GENERAL SIGNING AND STRIPING NOTES.



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San Jose, California 95112
Ph: (408) 971-6100
www.hextrans.com



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: AE Date: 7/31/25
Check By: AE Date: 7/31/25
Designed By: AE Date: 7/31/25

Revisions

Num.	Description	Engr. Appr.	Date:



CITY OF MILPITAS
ENGINEERING DIVISION

BICYCLE IMPROVEMENT PROJECT

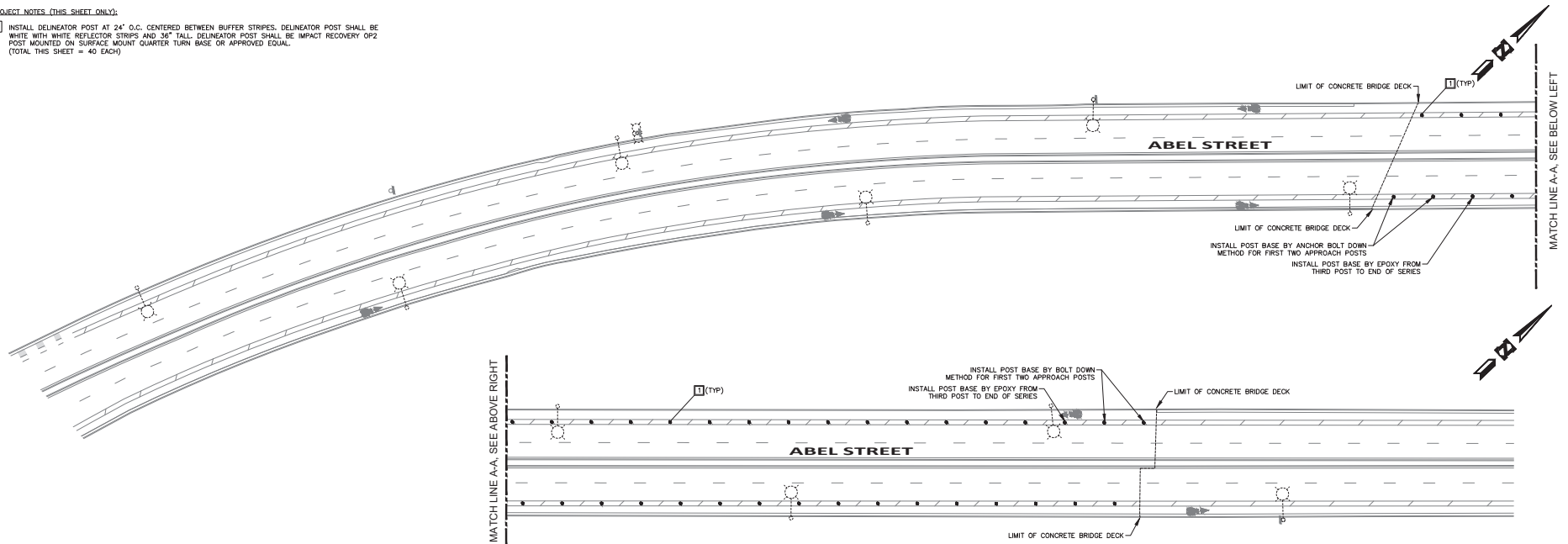
MILPITAS BOULEVARD BETWEEN TOWNCENTER DRIVE/BERESFORD COURT AND E. CALAVERAS BOULEVARD

RECOMMENDED FOR BIDDING BY: Roberto Alonso
Roberto Alonso, P.E.
Public Works Division Manager - Engineering DATE: 08/19/2025

CITY PROJECT NO.
CIP No. 4299
Rec. Des. No.
SS-9
DATE:
7/31/2025
SCALE:
1" = 30'
PAGE NO.
SHEET 11 OF 18

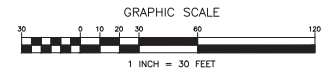
PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL DELINEATOR POST AT 24' O.C. CENTERED BETWEEN BUFFER STRIPES. DELINEATOR POST SHALL BE WHITE WITH WHITE REFLECTOR STRIPS AND 36" TALL. DELINEATOR POST SHALL BE IMPACT RECOVERY OP2 POST MOUNTED ON SURFACE MOUNT QUARTER TURN BASE OR APPROVED EQUAL.
(TOTAL THIS SHEET = 40 EACH)

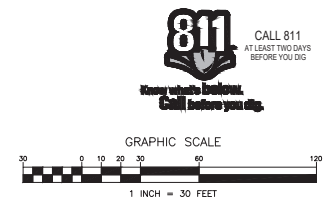
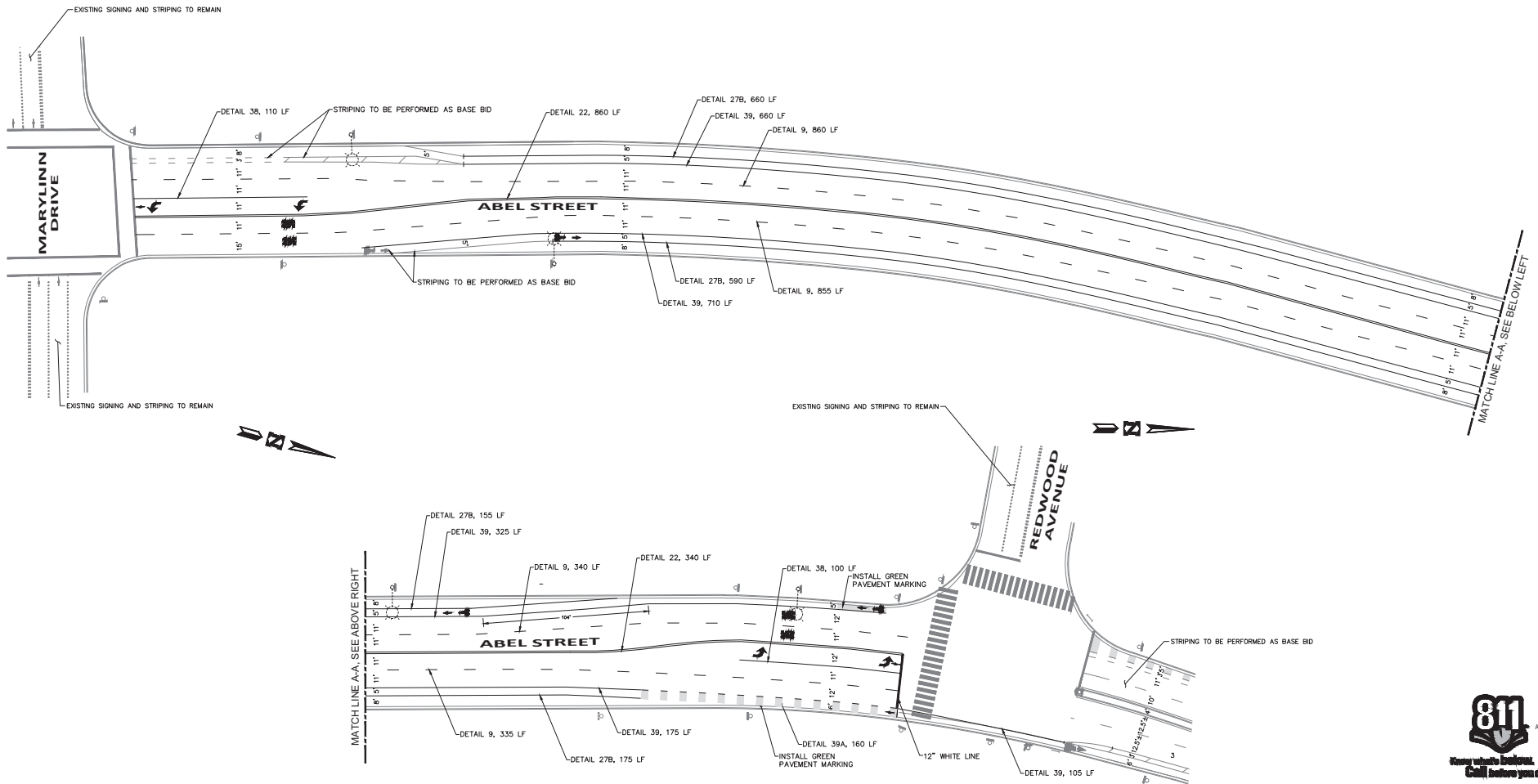


- THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
- SEE SHEET T-1 FOR LEGEND AND SHEET ON-1 FOR GENERAL SIGNING AND STRIPING NOTES.

BID ALTERNATIVE 1



	Record Drawings Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility / Facility Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____	Drawn By: <u>AH</u> Date: <u>8/4/25</u> Check By: <u>RA</u> Date: <u>8/4/25</u> Designed By: <u>AH</u> Date: <u>8/4/25</u>	<table border="1"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Num.	Description	Engr. Appr.	Date																										CITY OF MILPITAS ENGINEERING DIVISION ABEL STREET BETWEEN REDWOOD AVENUE AND MILPITAS BOULEVARD STRIPING PLAN (ADDITIVE ALTERNATIVE 1) RECOMMENDED FOR BIDDING BY: <u>Roberto Alonso</u> Roberto Alonso, P.E. Public Works Division Manager - Engineering DATE: <u>08/19/2025</u>	CITY PROJECT NO.: _____ Rec. Desg. No.: _____ DATE: <u>8/4/2025</u> SCALE: <u>1" = 30'</u> PAGE NO.: _____ SHEET <u>12</u> OF <u>18</u>
	Num.	Description	Engr. Appr.	Date																														



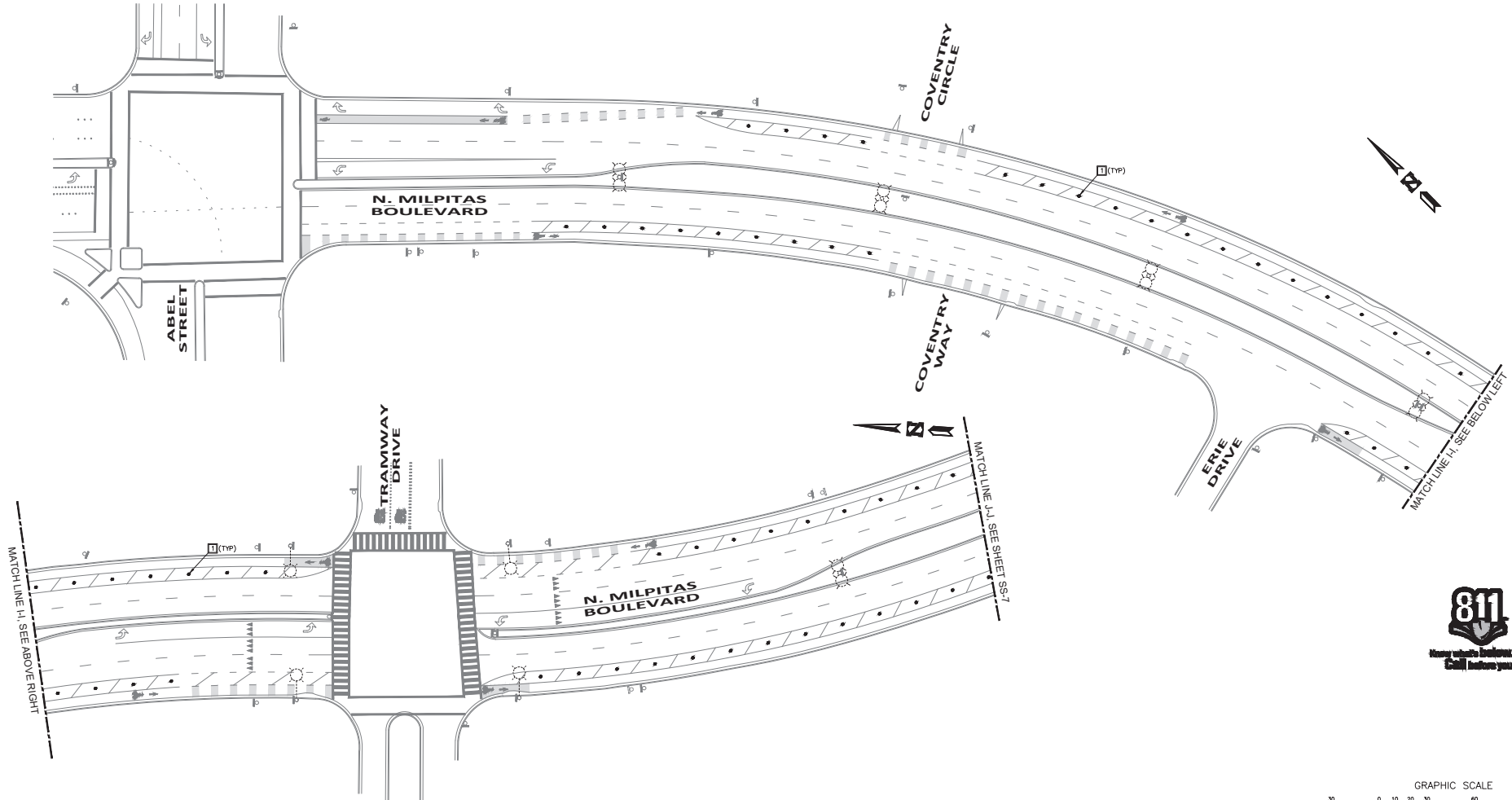
* THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
 * SEE SHEET T-1 FOR LEGEND AND SHEET ON-1 FOR GENERAL SIGNING AND STRIPING NOTES.

BID ALTERNATIVE 2

	Record Drawings Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility / Facility Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____	Drawn By: <u>AH</u> Date: <u>8/4/25</u> Check By: <u>RA</u> Date: <u>8/4/25</u> Designed By: <u>AH</u> Date: <u>8/4/25</u>	Revisions <table border="1"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Num.	Description	Engr. Appr.	Date																														CITY OF MILPITAS ENGINEERING DIVISION ABEL STREET BETWEEN MARYLINN DRIVE AND REDWOOD AVENUE STRIPING PLAN (ADDITIVE ALTERNATIVE 2) RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> Roberto Alonzo, P.E. Public Works Division Manager - Engineering DATE: <u>08/19/2025</u>	CITY PROJECT NO.: _____ Rec. Desg. No.: _____ DATE: <u>8/4/2025</u> SCALE: <u>1" = 30'</u> PAGE NO.: _____ SHEET 13 OF 18
	Num.	Description	Engr. Appr.	Date																																		

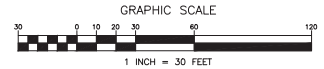
PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL DELINEATOR POST AT 24' O.C. CENTERED BETWEEN BUFFER STRIPES. DELINEATOR POST SHALL BE WHITE WITH WHITE REFLECTOR STRIPS AND 36" TALL. DELINEATOR POST SHALL BE IMPACT RECOVERY DP2 POST MOUNTED ON TUFF CURB XLP BASE OR APPROVED EQUAL. (TOTAL THIS SHEET = 63 EACH)



- THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
- SEE SHEET T-1 FOR LEGEND AND SHEET GN-1 FOR GENERAL SIGNING AND STRIPING NOTES.

BID ALTERNATIVE 3



Record Drawings

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

Drawn By: AH Date: 8/4/25
Check By: RA Date: 8/4/25
Designed By: AH Date: 8/4/25

Revisions

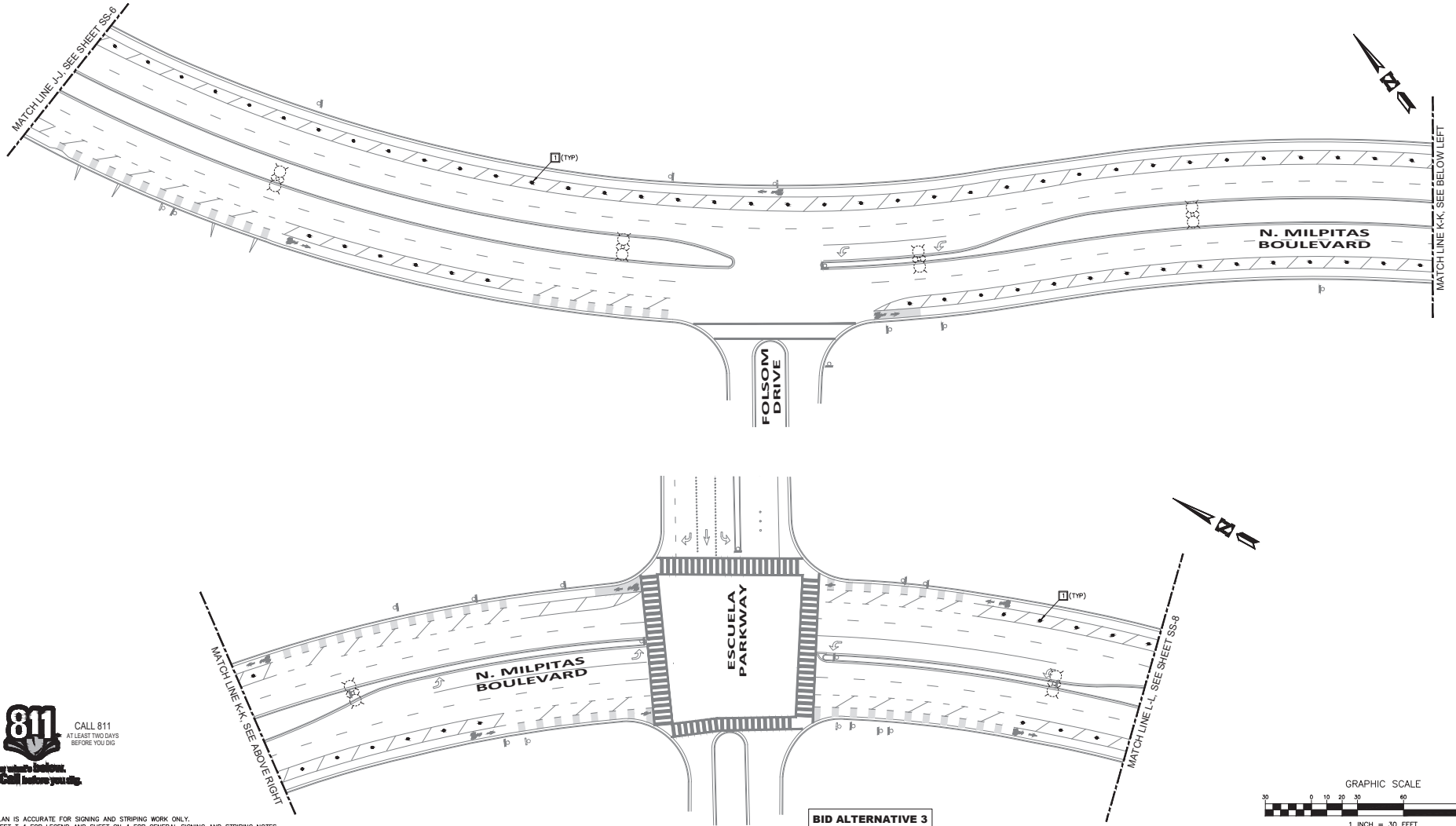
Num.	Description	Engr. Appr.	Date:



CITY OF MILPITAS ENGINEERING DIVISION		CITY PROJECT NO.
MILPITAS BOULEVARD BETWEEN ABEL STREET AND TRAMWAY DRIVE STRIPING PLAN (ADDITIVE ALTERNATIVE 3)		Rec. Draw No.
RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> Roberto Alonzo, P.E. Public Works Division Manager - Engineering		DATE: <u>8/4/2025</u>
DATE: <u>08/19/2025</u>		SCALE: <u>1" = 30'</u>
PAGE NO. <u>14</u> OF <u>18</u>		SHEET <u>14</u> OF <u>18</u>

PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL DELINEATOR POST AT 24' O.C. CENTERED BETWEEN BUFFER STRIPES. DELINEATOR POST SHALL BE WHITE WITH WHITE REFLECTOR STRIPS AND 36" TALL. DELINEATOR POST SHALL BE IMPACT RECOVERY OP2 POST MOUNTED ON TUFF CURB XLP BASE OR APPROVED EQUAL. (TOTAL THIS SHEET = 71 EACH)



* THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
 * SEE SHEET T-1 FOR LEGEND AND SHEET ON-1 FOR GENERAL SIGNING AND STRIPING NOTES.



Record Drawings

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

Drawn By: AH Date: 8/4/25
 Check By: RA Date: 8/4/25
 Designed By: AH Date: 8/4/25

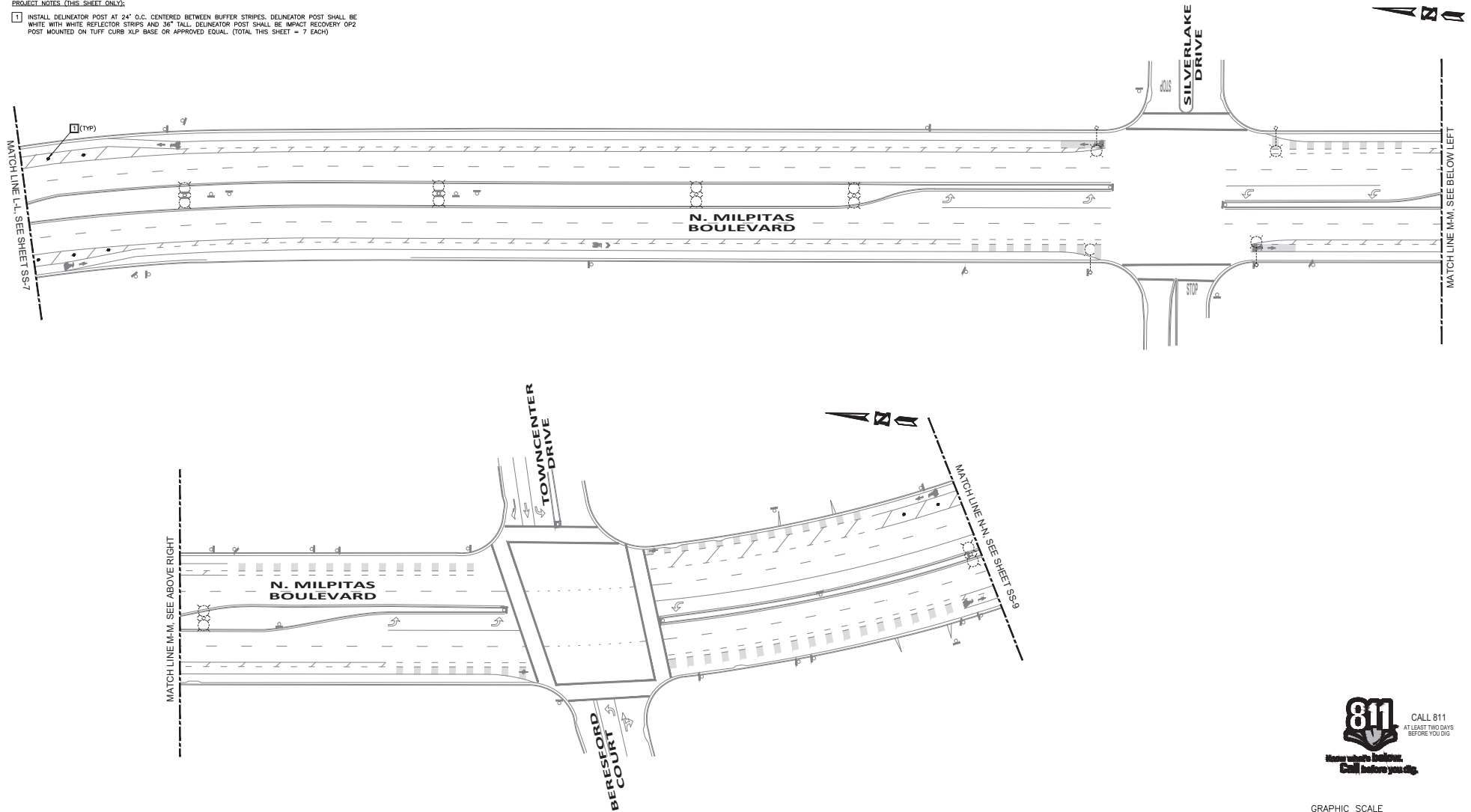
Revisions		
Num.	Description	Engr. Appr. Date:



CITY OF MILPITAS ENGINEERING DIVISION MILPITAS BOULEVARD BETWEEN TRAMWAY DRIVE AND ESCUELA PARKWAY STRIPING PLAN (ADDITIVE ALTERNATIVE 3)		CITY PROJECT NO. Rec. Draw No. DATE: 8/4/2025 SCALE: 1" = 30' PAGE NO. SHEET 15 OF 18
RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> Roberto Alonzo, P.E. Public Works Division Manager - Engineering		DATE: <u>08/19/2025</u>

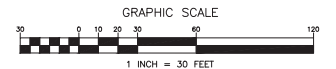
PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL DELINEATOR POST AT 24" O.C. CENTERED BETWEEN BUFFER STRIPES. DELINEATOR POST SHALL BE WHITE WITH WHITE REFLECTOR STRIPS AND 36" TALL. DELINEATOR POST SHALL BE IMPACT RECOVERY OP2 POST MOUNTED ON TUFF CURB 3/4" BISE OR APPROVED EQUAL. (TOTAL THIS SHEET = 7 EACH)



* THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
 * SEE SHEET T-1 FOR LEGEND AND SHEET GN-1 FOR GENERAL SIGNING AND STRIPING NOTES.

BID ALTERNATIVE 3



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

Drawn By: <u>AH</u>	Date: <u>8/4/25</u>
Check By: <u>RA</u>	Date: <u>8/4/25</u>
Designed By: <u>AH</u>	Date: <u>8/4/25</u>

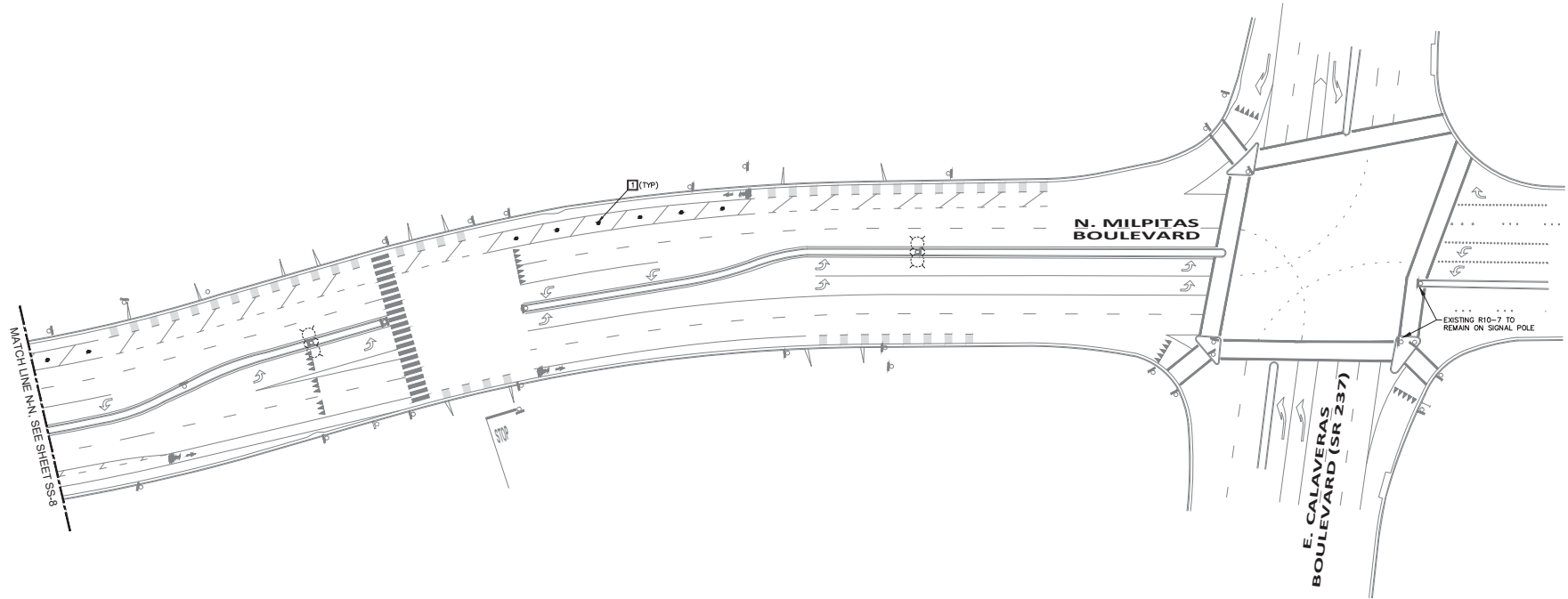
Revisions		
Num.	Description	Engr. Appr. Date:



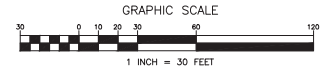
CITY OF MILPITAS ENGINEERING DIVISION		CITY PROJECT NO.
MILPITAS BOULEVARD BETWEEN ESCUELA PARKWAY AND TOWNCENTER DRIVE/BERESFORD COURT		Rec. Draw No.
STRIPING PLAN (ADDITIVE ALTERNATIVE 3)		DATE: 8/4/2025
RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> Roberto Alonzo, P.E. Public Works Division Manager - Engineering		SCALE: 1" = 30'
DATE: 08/19/2025		PAGE NO. SHEET 16 OF 18

PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL DELINEATOR POST AT 24" O.C. CENTERED BETWEEN BUFFER STRIPES. DELINEATOR POST SHALL BE WHITE WITH WHITE REFLECTOR STRIPS AND 36" TALL. DELINEATOR POST SHALL BE IMPACT RECOVERY OP2 POST MOUNTED ON TUFF CURB XLP BASE OR APPROVED EQUAL. (TOTAL THIS SHEET = 5 EACH)

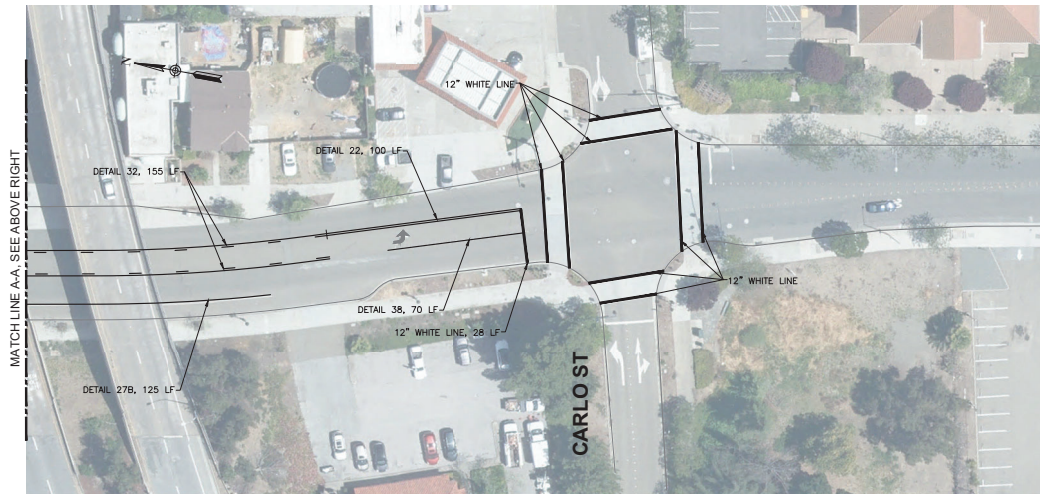
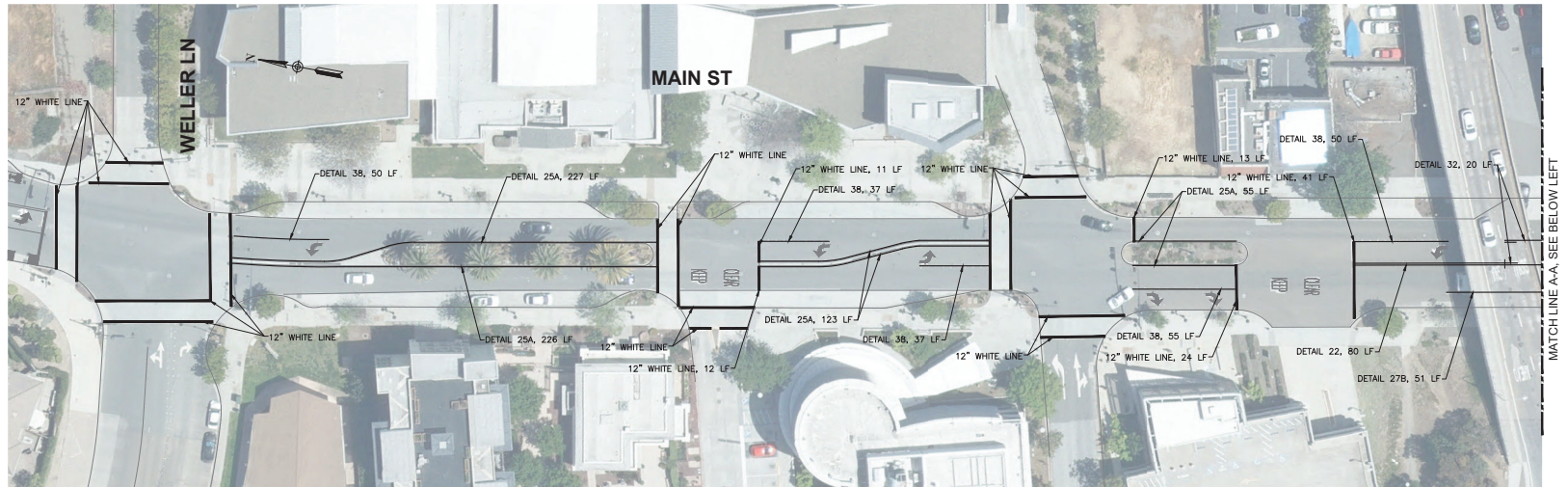


* THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
 * SEE SHEET T-1 FOR LEGEND AND SHEET GN-1 FOR GENERAL SIGNING AND STRIPING NOTES.



BID ALTERNATIVE 3

	Record Drawings	Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility / Facility Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____	Drawn By: <u>AH</u> Date: <u>8/4/25</u> Check By: <u>RA</u> Date: <u>8/4/25</u> Designed By: <u>AH</u> Date: <u>8/4/25</u>	Revisions	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Num.</th> <th style="width: 65%;">Description</th> <th style="width: 15%;">Engr. Appr.</th> <th style="width: 15%;">Date:</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td></tr> </tbody> </table>	Num.	Description	Engr. Appr.	Date:	1				2				3				4				5				6				7				8				9				10					CITY OF MILPITAS ENGINEERING DIVISION MILPITAS BOULEVARD BETWEEN TOWNCENTER DRIVE/BERESFORD COURT AND E. CALAVERAS BOULEVARD STRIPING PLAN (ADDITIVE ALTERNATIVE 3) RECOMMENDED FOR BIDDING BY: <u>Roberto Alarza</u> Roberto Alarza, P.E. Public Works Division Manager - Engineering DATE: <u>08/19/2025</u>	CITY PROJECT NO. _____ Rec. Draw No. _____ DATE: <u>8/4/2025</u> SCALE: <u>1" = 30'</u> PAGE NO. _____ SHEET <u>17</u> OF <u>18</u>
	Num.	Description	Engr. Appr.	Date:																																																
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• THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
 • SEE SHEET T-1 FOR LEGEND AND SHEET GN-1 FOR GENERAL SIGNING AND STRIPING NOTES.

BID ALTERNATIVE 4



	Record Drawings		Revisions			CITY OF MILPITAS ENGINEERING DIVISION		CITY PROJECT NO.		
	Designer: _____ Date: _____	Drawn By: <u>AH</u> Date: <u>8/4/25</u>	Rum	Description		Engr. Appr.	Date	MAIN STREET BETWEEN WELLER LN AND CARLO ST		Rec. Desg No.
	Public Works Inspector: _____ Date: _____	Check By: <u>RA</u> Date: <u>8/4/25</u>	▲					STRIPING PLAN		DATE: <u>8/4/2025</u>
	Utility / Facility Dept. Head: _____ Date: _____	Designed By: <u>AH</u> Date: <u>8/4/25</u>	▲					(ADDITIVE ALTERNATIVE 4)		SCALE: <u>1" = 30'</u>
Project Engineer: _____ Date: _____						RECOMMENDED FOR BIDDING BY: <u>Roberto Alonso</u>		PAGE NO.		
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____						Roberto Alonso, P.E. Public Works Division Manager - Engineering		DATE: <u>08/19/2025</u>	SHEET 18 OF 18	



CITY OF MILPITAS
BICYCLE IMPROVEMENT PROJECT, CIP 4299
Bid Results from 9/17/2025 Bid Opening @ 2:00pm

Apparent Lowest Base Bid

BID ITEMS			TOTALS	ENGINEER ESTIMATE		STERND AHL ENTERPRISES, LLC.		CHRISP COMPANY	
ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization (5% Maximum)	LS	1	\$ 21,224.90	\$21,224.90	\$ 23,000.00	\$ 23,000.00	\$ 18,000.00	\$ 18,000.00
2	Neighborhood Notification	LS	1	\$ -	\$0.00	\$ 5,000.00	\$ 5,000.00	\$ 4,650.00	\$ 4,650.00
3	Traffic Control (10% Maximum)	LS	1	\$ 42,449.80	\$42,449.80	\$ 46,000.00	\$ 46,000.00	\$ 45,000.00	\$ 45,000.00
4	Water Pollution Control Program	LS	1	\$ 5,000.00	\$5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,700.00	\$ 2,700.00
5	Pavement Marking (Green Thermoplastic Materials)	SF	11,655	\$ 18.50	\$215,617.50	\$ 22.00	\$ 256,410.00	\$ 16.00	\$ 186,480.00
6	Pavement Legend, Arrow Type IV (Thermoplastic Materials)	EA	6	\$ 300.00	\$1,800.00	\$ 250.00	\$ 1,500.00	\$ 150.00	\$ 900.00
7	Pavement Legend, "30" or "35" (Thermoplastic Materials)	EA	2	\$ 390.00	\$780.00	\$ 250.00	\$ 500.00	\$ 140.00	\$ 280.00
8	Pavement Legend, Bike Detector Symbol (Thermoplastic Materials)	EA	1	\$ 74.00	\$74.00	\$ 350.00	\$ 350.00	\$ 110.00	\$ 110.00
9	Pavement Legend, Bike Lane Legend and Arrow (Thermoplastic Materials)	EA	33	\$ 300.00	\$9,900.00	\$ 400.00	\$ 13,200.00	\$ 210.00	\$ 6,930.00
10	Pavement Legend, Sharrows (Thermoplastic Materials)	EA	17	\$ 360.00	\$6,120.00	\$ 350.00	\$ 5,950.00	\$ 210.00	\$ 3,570.00
11	Pavement Legend, Yield Line Triangle (Thermoplastic Materials)	EA	16	\$ 70.00	\$1,120.00	\$ 100.00	\$ 1,600.00	\$ 24.00	\$ 384.00
12	Sign Post Install	EA	22	\$ 440.00	\$9,680.00	\$ 300.00	\$ 6,600.00	\$ 665.00	\$ 14,630.00
13	Sign Post Remove	EA	9	\$ 175.00	\$1,575.00	\$ 200.00	\$ 1,800.00	\$ 150.00	\$ 1,350.00
14	Sign Panel Install	EA	30	\$ 260.00	\$7,800.00	\$ 150.00	\$ 4,500.00	\$ 275.00	\$ 8,250.00
15	Sign Panel Remove	EA	7	\$ 110.00	\$770.00	\$ 100.00	\$ 700.00	\$ 85.00	\$ 595.00
16	Sign Panel Relocate (Remove and Reinstall)	EA	8	\$ 200.00	\$1,600.00	\$ 200.00	\$ 1,600.00	\$ 675.00	\$ 5,400.00
17	Portable Changeable Message Signs	EA	6	\$ 3,200.00	\$19,200.00	\$ 3,500.00	\$ 21,000.00	\$ 3,000.00	\$ 18,000.00
18	Traffic Signal Modification (Reprogramming of Video Detection, per intersection)	EA	3	\$ 5,000.00	\$15,000.00	\$ 1,700.00	\$ 5,100.00	\$ 9,500 (*)	\$ 28,500.00
19	Traffic Stripe – Detail 9 (Thermoplastic Materials)	LF	4,725	\$ 1.60	\$7,560.00	\$ 1.50	\$ 7,087.50	\$ 1.75	\$ 8,268.75
20	Traffic Stripe – Detail 25 (Thermoplastic Materials)	LF	4,240	\$ 2.80	\$11,872.00	\$ 2.00	\$ 8,480.00	\$ 2.25	\$ 9,540.00
21	Traffic Stripe – Detail 27B (Thermoplastic Materials)	LF	2,665	\$ 2.45	\$6,529.25	\$ 2.00	\$ 5,330.00	\$ 2.00	\$ 5,330.00
22	Traffic Stripe – Detail 38 (Thermoplastic Materials)	LF	1,170	\$ 3.00	\$3,510.00	\$ 3.00	\$ 3,510.00	\$ 5.00	\$ 5,850.00
23	Traffic Stripe – Detail 39 (Thermoplastic Materials)	LF	975	\$ 3.50	\$3,412.50	\$ 1.25	\$ 1,218.75	\$ 2.00	\$ 1,950.00
24	Traffic Stripe – Detail 39A (Thermoplastic Materials)	LF	6,775	\$ 2.05	\$13,888.75	\$ 1.25	\$ 8,468.75	\$ 2.00	\$ 13,550.00
25	Traffic Stripe – Detail 40 (Thermoplastic Materials)	LF	100	\$ 3.20	\$320.00	\$ 10.00	\$ 1,000.00	\$ 3.00	\$ 300.00
26	Traffic Stripe, 12" White (Thermoplastic Materials)	LF	220	\$ 6.20	\$1,364.00	\$ 10.00	\$ 2,200.00	\$ 10.00	\$ 2,200.00
27	Traffic Stripe, Bike Buffer (Thermoplastic Materials)	LF	9,445	\$ 9.00	\$85,005.00	\$ 3.50	\$ 33,057.50	\$ 10.00	\$ 94,450.00
Total Base Bid Amount:				\$	493,172.70	\$	468,662.50	\$	487,167.75

Subcontractor	Electrical	None	Ray Electric
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NOTE: Asterisk (*) mark shows the submitted bid amount of \$9,500.00 in Chrisp Company's Bid was corrected by City staff to \$9,500.00 to reflect the intended value.

ADDITIVE ALTERNATE NO.1									
BID ITEMS			TOTALS	ENGINEER ESTIMATE		STERNDahl ENTERPRISES, LLC.		CHRISP COMPANY	
ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	Unit Price	Total	Unit Price	Total	Unit Price	Total
31	Delineator and Quarter Turn Base	EA	40	\$ 133.06	\$5,322.32	\$ 182.00	\$7,280.00	\$ 400.00	\$16,000.00
ADDITIVE ALTERNATE NO.1 - TOTAL					\$5,322.32		\$7,280.00		\$16,000.00

ADDITIVE ALTERNATE NO.2									
BID ITEMS			TOTALS	ENGINEER ESTIMATE		STERNDahl ENTERPRISES, LLC.		CHRISP COMPANY	
ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	Unit Price	Total	Unit Price	Total	Unit Price	Total
5	Pavement Marking (Green Thermoplastic Materials)	SF	405	\$ 18.50	\$7,492.50	\$ 22.00	\$8,910.00	\$ 16.00	\$6,480.00
6	Pavement Legend, Arrow Type IV (Thermoplastic Materials)	EA	4	\$ 300.00	\$1,200.00	\$ 250.00	\$1,000.00	\$ 150.00	\$600.00
7	Pavement Legend, "30" or "35" (Thermoplastic Materials)	EA	4	\$ 390.00	\$1,560.00	\$ 250.00	\$1,000.00	\$ 140.00	\$560.00
8	Pavement Legend, Bike Detector Symbol (Thermoplastic Materials)	EA	3	\$ 74.00	\$222.00	\$ 350.00	\$1,050.00	\$ 110.00	\$330.00
9	Pavement Legend, Bike Lane Legend and Arrow (Thermoplastic Materials)	EA	3	\$ 300.00	\$900.00	\$ 400.00	\$1,200.00	\$ 210.00	\$630.00
19	Traffic Stripe – Detail 9 (Thermoplastic Materials)	LF	2400	\$ 1.60	\$3,840.00	\$ 1.50	\$3,600.00	\$ 1.75	\$4,200.00
21	Traffic Stripe – Detail 27B (Thermoplastic Materials)	LF	1580	\$ 2.45	\$3,871.00	\$ 2.00	\$3,160.00	\$ 2.00	\$3,160.00
22	Traffic Stripe – Detail 38 (Thermoplastic Materials)	LF	210	\$ 3.00	\$630.00	\$ 3.00	\$630.00	\$ 5.00	\$1,050.00
23	Traffic Stripe – Detail 39 (Thermoplastic Materials)	LF	1975	\$ 3.50	\$6,912.50	\$ 1.25	\$2,468.75	\$ 2.00	\$3,950.00
24	Traffic Stripe – Detail 39A (Thermoplastic Materials)	LF	160	\$ 2.05	\$328.00	\$ 1.25	\$200.00	\$ 2.00	\$320.00
26	Traffic Stripe, 12" White (Thermoplastic Materials)	LF	40	\$ 6.20	\$248.00	\$ 10.00	\$400.00	\$ 10.00	\$400.00
28	Traffic Stripe – Detail 22 (Thermoplastic Materials)	LF	1210	\$ 10.00	\$12,100.00	\$ 4.00	\$4,840.00	\$ 4.50	\$5,445.00
ADDITIVE ALTERNATE NO.2 - TOTAL					\$39,304.00		\$28,458.75		\$27,125.00

ADDITIVE ALTERNATE NO.3									
BID ITEMS			TOTALS	ENGINEER ESTIMATE		STERNDahl ENTERPRISES, LLC.		CHRISP COMPANY	
ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	Unit Price	Total	Unit Price	Total	Unit Price	Total
31	Delineator and Quarter Turn Base	EA	149	\$ 160.56	\$23,923.14	\$ 270.00	\$40,230.00	\$ 485.00	\$72,265.00
ADDITIVE ALTERNATE NO.3 - TOTAL					\$23,923.14		\$40,230.00		\$72,265.00

ADDITIVE ALTERNATE NO.4									
BID ITEMS			TOTALS	ENGINEER ESTIMATE		STERNDahl ENTERPRISES, LLC.		CHRISP COMPANY	
ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	Unit Price	Total	Unit Price	Total	Unit Price	Total
21	Traffic Stripe – Detail 27B (Thermoplastic Materials)	LF	175	\$ 2.45	\$428.75	\$ 2.00	\$350.00	\$ 2.00	\$350.00
22	Traffic Stripe – Detail 38 (Thermoplastic Materials)	LF	300	\$ 3.00	\$900.00	\$ 2.50	\$750.00	\$ 5.00	\$1,500.00
26	Traffic Stripe, 12" White (Thermoplastic Materials)	LF	1200	\$ 6.20	\$7,440.00	\$ 10.00	\$12,000.00	\$ 10.00	\$12,000.00
28	Traffic Stripe – Detail 22 (Thermoplastic Materials)	LF	180	\$ 10.00	\$1,800.00	\$ 4.00	\$720 (**)	\$ 4.50	\$810.00
29	Traffic Stripe – Detail 25A (Thermoplastic Materials)	LF	810	\$ 10.00	\$8,100.00	\$ 2.00	\$1,620.00	\$ 2.00	\$1,620.00
30	Traffic Stripe – Detail 32 (Thermoplastic Materials)	LF	175	\$ 12.00	\$2,100.00	\$ 6.00	\$1,050.00	\$ 9.00	\$1,575.00
ADDITIVE ALTERNATE NO.4 - TOTAL					\$20,768.75		\$16,490.00 (**)		\$17,855.00

NOTE: Asterisk (**) mark shows submitted Bid proposal was Mathematically corrected by City Staff: in Sterndahl Enterprises LLC's bid, the Item 28 total under Bid Alternate 4 was submitted as \$640.00 and corrected to \$720.00; the Bid Alternate 4 total was submitted as \$16,410.00 and corrected to \$16,490.00.



CITY OF MILPITAS

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www.milpitas.gov

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Via Certified U.S. Mail and E-mail

DATE: September 23, 2025

Sterndahl Enterprises, LLC.
c/o Denny Sterndahl
11861 Branford St,
Sun Valley, CA
denny@sterndahl.com

Re: Notice of Intent to Disqualify Bid Submitted by Sterndahl Enterprises, LLC, Apparent Lowest Bidder for Bicycle Improvement Project, CIP 4299

Dear Mr. Sterndahl,

On September 17, 2025, the City of Milpitas ("City") conducted a bid opening for the Bicycle Improvement Project, CIP4299 ("Project"). Sterndahl Enterprises, LLC (Sterndahl) was the apparent lowest bidder. However, based on staff's evaluation, Sterndahl's bid was deemed to be non-responsive due to the following issues:

- Corporate seals are missing on Section 1.1 Bid Acknowledgement (page 15) and 1.10 Bid Bond (page 34) of the 00 41 43 Bid Forms.
- Addendum No.1 was not acknowledged.

As Sterndahl is non-responsive, staff intends to award the Project contract to the lowest responsive and responsible bidder, Chrisp Company, at the October 21, 2025 City Council meeting. The City thanks you for your interest in the project.

Please acknowledge receipt of this letter via email no later than the close of business on September 30, 2025.

Feel free to reach out Jessica Dai., Associate Civil Engineer, at 408-586-3325 or email at jdai@milpitas.gov, should you have any questions.

Sincerely,

Roberto Alonzo, P.E.
Public Works Division Manager - Engineering

Cc: Christian Di Renzo, Public Works Director
Michael Silveira, City Engineer
Jessica Dai, Associate Civil Engineer



CITY OF MILPITAS

455 E. Calaveras Blvd., Milpitas, CA 95035

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NOTICE OF INTENT TO AWARD CONTRACT

Project Name: Bicycle Improvement Project
City Project Number: CIP No. 4299
Bid Opening Date: September 17, 2025
NOIA Posting Date: September 23, 2025
Project Manager: Jessica Dai, P.E., Associate Civil Engineer
NOIA Posting Location: [Addenda & Official Notices](#)

On September 17th, 2025 the City of Milpitas (City) held a bid opening for the **Bicycle Improvement Project, CIP No. 4299**. The City intends to award the construction contract to **Chrisp Company**, the lowest responsible bidder submitting a responsive bid, at the October 21st, 2025 City Council Meeting.

As per Milpitas Municipal Code (MMC) [MMC 1-2-3.19 - Protest Procedure](#), any interested party may file a protest to a proposed award of a contract in an amount over Ten Thousand Dollars (\$10,000). The protest shall be filed with the Purchasing Agent in writing no later than seven (7) calendar days after the posting of the Notice of Intent to award and shall set forth the basis for the protest and any proposed remedy.

All protests shall be in writing and shall contain a complete statement of the legal grounds for the protest; all the facts relevant to the protest; and the form of relief requested and the legal basis for such relief. All protests shall be accompanied by all documentation supporting the grounds for the protest. The protest shall include the name, address and telephone number of the protesting party and the person representing the protesting party, if any.

Protests may be submitted only by a party that has submitted a bid or proposal in response to the contract solicitation. A subcontractor of a bidder or proposer may not submit a protest. A party may not rely on a protest submitted by another party but must timely pursue its own protest. Protests can only be submitted by the party that submitted the bid by one of the following methods:

Via mail or hand delivered, Monday thru Friday, between 8:00 a.m. and 5:00 p.m. to:

Attn: Luz Cofresi-Howe,
Finance Director
455 E. Calaveras Blvd,
Milpitas, CA 95035

OR, via e-mail @ LCofresi-Howe@milpitas.gov and JDai@milpitas.gov

ATTACHMENT f, BICYCLE IMPROVEMENT PROJECT - CIP No. 4299

Construction Change Order Policy for Bicycle Improvement Project, CIP No. 4299

City Council Approved Construction Change Order Policy

<u>Construction Award Award Amount</u>	<u>Individual Administrative Change Order Authority</u>	<u>Cumulative Change Order Authority</u>
Under \$50,000	\$5,000	\$7,500
Over \$50,000	10% of Award or \$25,000 whichever is smaller	15% of Award or \$100,000 whichever is smaller

Bicycle Improvement Project, CIP No. 4299

<u>Contract Award Amount</u>	<u>Individual Administrative Change Order Authority</u>	<u>Cumulative Change Order Authority</u>
\$620,412.75	N/A	\$180,000 (29%)

AMENDMENT NO. 1
TO THE DESIGN SERVICES AGREEMENT BETWEEN CITY OF MILPITAS AND
HEXAGON TRANSPORTATION CONSULTANTS, INC.
FOR
BICYCLE IMPROVEMENT PROJECT NO. 4299

This Amendment No. 1 is entered into this 4TH day of November, 2025 by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Hexagon Transportation Consultants, 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 November 1, 2024, the Parties entered into a "Design Services Agreement" for the design of the Bicycle Improvement Project (the "Agreement") with a compensation amount not to exceed \$99,850.00 and with a contract period to expire on November 1, 2027; and

WHEREAS, the Parties now desire to amend the Agreement to increase the compensation by \$25,000 to allow CONSULTANT to provide additional design services for restriping of Main Street from Carlo Street to Great Mall Parkway and install bike detection lights as described in Exhibit A-1, attached hereto, for a new total not-to-exceed amount of \$124,850.00; 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 "Exhibit A-1" attached hereto and incorporated herein by reference."

2. Section 3.7.1, entitled "Designer Services," is amended to read the following:

"Designer shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" and "Exhibit A-1" attached hereto and incorporated herein by reference."

3. Section 3.10.1, entitled "Designer's Compensation for Basic Services," is 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 **One hundred twenty-four thousand eight hundred five dollars and zero cents**

(\$124,850.00) (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 "Exhibit B-1" and incorporated herein by reference."

4. Section 3.10.4, entitled "Payment to Designer" is amended to read as follows:

"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 "Exhibit B-1" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference."

5. 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
HEXAGON TRANSPORTATION CONSULTANTS, INC.
FOR
BICYCLE IMPROVEMENT PROJECT NO. 4299

This Amendment No. 1 is executed as of the date first written above.

CITY OF MILPITAS

CONSULTANT
HEXAGON TRANSPORTATION
CONSULTANTS, INC.

APPROVED BY:

Deanna J. Santana, Interim City Manager

By: _____
Jeffrey A. Elia, P.E.,
Principal Associate

Date

Date

APPROVED AS TO FORM:

Christopher Creech, Acting City Attorney

APPROVED

Luz Cofresi-Howe, Director of Finance/Risk Manager

APPROVED AS TO CONTENT:

Christian Di Renzo, Public Works Director

EXHIBIT "A-1"
DESIGNER'S SCOPE OF SERVICES



HEXAGON TRANSPORTATION CONSULTANTS, INC.

October 17, 2025

Ms. Jessica Dai, Associate Civil Engineer
City of Milpitas
455 E. Calaveras Blvd
Milpitas, CA 95035

Re: ASA #1 - Additional Traffic Engineering Services in Connection with the Bike Lane Facilities Enhancement Project in Milpitas, California

Dear Ms. Dai:

This proposal outlines the additional services that are required for the above-referenced project.

Work Scope

Hexagon previously completed signing and striping design plans for bicycle facility improvements along Abel Street, Main Street, and Milpitas Boulevard. The original scope of work for the S. Main Street segment from W. Calaveras Boulevard to Great Mall Parkway included only the installation of green pavement enhancement on the approaches to intersections. It is our understanding that the City is now proposing to refresh or replace all existing lane lines along that segment, and to add additional green pavement enhancement for bike lane extensions through the intersections along the segment. In addition, the City is requesting bike detection indicator lights to be installed at the following three intersections: Milpitas Boulevard/Abel Street, Milpitas Boulevard/Escuela Parkway, and Milpitas Boulevard/Beresford Court.

Hexagon's scope includes redesigning the S. Main Street signing/striping plans to implement the additional work described above, and to prepare traffic signal modification plans specifying the installation of bike detection indicator lights at the three intersections listed above. It is assumed that the bike indicator light installation plans can be prepared as markups on City-provided as-builts. The markups will include all of the notes, details, and equipment specifications needed for the contractor to complete the work. As part of the design work, Hexagon will determine the conduit routing for any new conductors/cables needed and ensure that the conduits will not be overfilled.

Fee

An additional budget of up to \$25,000 is needed to cover the costs of the additional work described above. Staff time and out-of-pocket expenses will be billed in accordance with our existing contract agreement for this project. Similarly, the other provisions of that agreement remain in effect. Should additional services be required, they will be performed for an additional fee, to be authorized in advance by the City of Milpitas.

EXHIBIT "B-1"

FEE SCHEDULES

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.

Project Budget and Estimated Hexagon Staff Hours

Milpitas Bike Facilities Enhancement Project - CIP No. 4299

Milpitas, CA

Task	Description	Hexagon Staff Hours					Hexagon Task Labor Cost	Hexagon Direct Cost /a/	Hexagon Total Task Budget
		Principal	Senior Assoc. I	Eng. II	Admin	Total			
		JE	TC	JL/JC	AL/JG				
	Hourly Rate	\$ 310	\$ 260	\$ 180	\$ 130				
L	Bike Detection Indicator Light Installation (3 Intersections)	2	8	25	6	41	\$7,980	\$20	\$8,000
M	S. Main Street Redesign (W. Calaveras Boulevard to Great Mall Parkway)	5	20	51	8	84	\$16,970	\$30	\$17,000
	Project Totals	7	28	76	14	125	\$ 24,950	\$ 50	\$ 25,000

/a/ Direct costs are associated with data collection, document production costs, and mileage.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the City Manager, or Designee, to Execute an Amendment to the Agreement with NJ Associates for Architectural Services (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	10/28/2025
Recommendation:	Adopt a Resolution to authorize the City Manager, or designee, to negotiate and execute an amendment to the Professional Services Agreement with NJ Associates for Construction Management Technical Services in the amount of \$34,700 for a total not-to-exceed amount of \$124,700 and extend the term of the agreement to November 14, 2026.

BACKGROUND:

On November 15, 2022, the City entered into a Professional Services Agreement (Agreement) with NJ Associates, Inc. (NJA) for an amount not-to-exceed \$90,000 for architectural services at various City facilities (Contract No. 23-010). The scope of services under the Agreement included permitting, bid assistance, and contract administration support for multiple Capital Improvement Program (CIP) projects, including the Police Department Locker Room Renovation (CIP 3406), the José Esteves Library sign, and the Milpitas Community Center floor structural assessments.

Additional architectural support services have been identified to assist the City with construction management and administration activities specifically for the Police Department Locker Room Renovation (CIP 3406) (Project). These services are critical to ensure Project compliance, timely responses to contractor requests, and adherence to design and permitting requirements. The Project is unique in its scope as it will need to be managed and therefore completed after-hours to minimize impact to Police Department operations.

ANALYSIS:

Staff is recommending approval of Amendment No. 1 to increase the NJA Agreement in the amount of \$34,700, for a total not-to-exceed \$124,700, to provide construction support services for the Project. These services include:

- Reviewing submittals, shop drawings, and contract materials specifications
- Responding to requests for information (RFIs)
- Conducting site and punch list observations
- Providing overall contract administration and construction phase support

Since the existing Agreement expires November 14, 2025, staff also recommends the Amendment extend the Agreement term by one year to November 14, 2026 to ensure Project construction is complete.

Staff has determined NJA's continued services are in the City's best interest to provide continuity of architectural oversight and support. As the original designer of the Project, NJA is uniquely familiar with the Project plans, specifications, and intricate details. Engaging a new firm at this stage would require significant time for that firm to become familiar with the project, resulting in delays, inefficiencies, and potentially higher costs. NJA can immediately provide the necessary construction support services, ensuring economies of scale, cost effectiveness, and operational soundness.

PROJECT/PROGRAM SCHEDULE:

Staff is working with One Day Installation and Repairs Inc (ODIR), the awarded construction contractor for the Project, to finalize the construction schedule. Currently, ODIR is going through the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) fingerprinting and background check process required to access the facility. After clearance, a Notice to Proceed will be issued to ODIR. Per the ODIR construction contract, the Project is slated to be completed in 270 days.

Key Project phases include demolition, Mechanical, Electrical, and Plumbing (MEP) technical specification reviews and recommendation, fixtures and finishes compatibility, test and balancing of the systems, and final inspections. Key elements will be phased through critical path and milestone tracking consistent with industry standard lead times for design verification. Each phase of the critical path items will be detailed in the contractor schedule and tracked and verified by NJA.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve and authorize the City Manager to execute the Amendment No. 1 for Professional Design Services.

Pros: No additional City funds would be expended.

Cons: The City would lack adequate architectural and construction administration support during the Police Department Locker Room Renovation Project. This may result in project delays, higher costs, and potential noncompliance with permitting requirements.

Reason Not Recommended: Timely completion of this project requires architectural and engineering oversight and construction support services to protect the City's interests.

FISCAL IMPACT:

This request is only for increased contractual authority and not a request for additional funding. Adequate funding for this amendment is available in the FY 2026–2030 Adopted Capital Improvement Program budget for project CIP 3406 which was approved by the City Council on June 3, 2025.

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

ATTACHMENT(S):

- (a) Resolution
- (b) NJ Associates Professional Services Agreement (Contract No. 23-010)
- (c) Estimate for Construction Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH NJ ASSOCIATES FOR ARCHITECTURAL SERVICES IN THE AMOUNT OF \$49,391 FOR A NEW NOT-TO-EXCEED AMOUNT OF \$139,391 FOR CONSTRUCTION MANAGEMENT AND ARCHITECTURAL SUPPORT SERVICES RELATED TO THE POLICE DEPARTMENT LOCKER ROOM RENOVATION PROJECT (CIP 3406) AND OTHER CITY FACILITY PROJECTS

WHEREAS, on November 15, 2022, the City entered into a Professional Services Agreement (Contract No. 23-010) with NJ Associates, Inc. (“NJ”) in the not-to-exceed amount of \$90,000 for architectural services at various City facilities, including permitting, bid assistance, and contract administration support for multiple Capital Improvement Program (CIP) projects; and

WHEREAS, additional architectural support services have since been identified to assist the City with construction management and administration activities, including submittal and shop drawing review, responding to requests for information (RFIs), conducting site and punch list observations, and providing overall construction phase support; and

WHEREAS, on June 3, 2025, the City Council approved a budget appropriation of \$100,000 for these architectural services as part of the adopted FY 2026–2030 CIP; and

WHEREAS, Amendment No. 1 to the Professional Services Agreement with NJA is necessary to ensure timely completion, project compliance, and continuity of architectural oversight for the Police Department Locker Room Renovation Project (CIP 3406) and other facility projects; and

WHEREAS, the proposed amendment increases the contract by \$49,391 from \$90,000 to a new not-to-exceed amount of \$139,391, with sufficient funds available in the adopted budget; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with NJA, as NJA is the original designer of the Police Department Locker Room Renovation Project and uniquely qualified to provide these additional services efficiently and cost-effectively

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 projects plans and specifications.
3. The City Council hereby approves and authorizes the City Manager to execute Amendment No. 1 to the Professional Services Agreement with NJ Associates, Inc. in the amount of \$49,391, for a new not-to-exceed total amount of \$139,391, for architectural and construction management services related to the Police Department Locker Room Renovation Project (CIP 3406) and other City facility projects.

4. The City Manager is hereby authorized to execute Amendment No. 1 to design services agreement with NJ Architects for the amount not to exceed \$139,391.

PASSED AND ADOPTED this 4th day of November, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Christopher Creech, Acting City Attorney

CITY OF MILPITAS

PROFESSIONAL SERVICES AGREEMENT

Nov-17-2022

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 **NJ Associates Inc.**, a CORPORATION with its principal place of business at **212 W. Pine St Suite 1, Lodi, CA 95240** (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:

Architectural Services at Various City Facilities

(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 **Ninty Thousand Dollars and Zero Cents (\$90,000.00)**. 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 **November 15, 2022** to **November 14, 2025**, 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. City Material Requirements. [RESERVED]

16. 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.

17. 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.

18. 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.

19. Organization.

Consultant shall assign **Nick Seward** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: Steve McHarris

CONSULTANT:

NJ Associates Inc.

212 W. Pine St Suite 1

Lodi, CA 95240

Attn: Nick Seward

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 NJ ASSOCIATES INC.**

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

CITY OF MILPITAS

Approved By:

DocuSigned by:

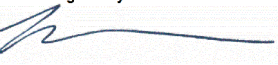
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Steven G. McHarris, City Manager

Nov-17-2022

Date

Approved As To Form:

DocuSigned by:

71850D37D7764FB...

Michael Mutalipassi, City Attorney

Approved:

DocuSigned by:

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Lauren Lai, CPA, MPA

Finance Director/Risk manager

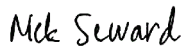
Approved As To Content:

DocuSigned by:

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Roger Lee, Interim Public Works Director

NJ ASSOCIATES INC.

DocuSigned by:

3639349F5C6B499...

Signature

Nick Seward

Name

CEO

Title

Nov-11-2022

Date

EXHIBIT A

Scope of Services

Consultant shall provide all labor, expertise, materials, and staff to provide architectural services for small and mid-size projects for the City. Consultant shall provide these services with a focus on renovations and modifications to existing facilities, including but not limited to: office buildings, recreation facilities, public safety facilities, maintenance buildings, and other site work as assigned by the City's Project Manager. The desired work product from the Consultant will be to provide approved architectural plans for these small and mid-sized projects to then be bid out by the City for completion.

Consultant shall maintain during the course of this agreement the following minimum qualifications:

1. Consulting firm is licensed to practice architecture in the State of California and can effectively provide the required professional services in a timely and professional manner.
2. The individual or individuals or sub-consultants who will be assigned the responsibility to projects shall have significant experience in design and construction consulting within the last five years in the State of California.
3. Consultant and staff shall be knowledgeable of all applicable federal, state, and local building codes, including but not limited to: American with Disabilities Act/Facilities.
4. Transition plans, federal, state and local by-laws as applicable.
5. Firms shall be able to meet the schedule set by City of Milpitas Public Works Department.

All work will be performed in a manner so as not to block access to or disrupt the daily operation of the City of Milpitas. All work must be scheduled with the Public Works Manager for Facilities and Fleet or the designated City representative. Further detail to be found in "Attachment A – Consultant's Execution Plan."

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.

NJA ARCHITECTURE HOURLY RATES

Owner & Principal	\$195/hr
Project Architect	\$175/hr
Project Manager	\$150/hr
Designer	\$120/hr
Administrative	\$80/hr

REIMBURSABLE EXPENSES

Travel Time	Based on Hourly Rates
Mileage	IRS Value + 15%
Print (24"x36") Black & White Sheet	\$4.00/sheet
Print (12"x18") Black & White Sheet	\$1.00/sheet
Print (8.5"x11") Black & White Sheet	\$0.15/sheet
Print (12"x18") Color Sheet	\$1.50/sheet

SUBCONSULTANT HOURLY RATES

HCS ENGINEERING	
Principal	\$200/hr
Principal Electrical Engineer	\$175/hr
Electrical Engineer	\$140/hr
Designer	\$100/hr
NEXUS ENGINEERING	
Principal	\$210/hr
Professional Engineer	\$180/hr
Engineer	\$170/hr
KLA LANDSCAPE ARCHITECTURE PLANNING	
Principal	\$200/hr
Senior Project Manager	\$140/hr
NEXUS ENGINEERING	
Managing Principal	\$268/hr
Principal	\$240/hr
Senior Associate	\$211/hr
Associate	\$188/hr
SIERRA WEST GROUP	
Principal	\$125/hr

EXHIBIT C

Activity Schedule

Each project will have a separate and distinct Activity Schedule to ensure Consultant can perform the assigned work. To that end, each assigned project shall have a mutually agreed upon Activity Schedule to be approved by both the City and Consultant prior to the performance of 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 appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

___ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

___ Bid Bond
 ___ Performance Bond
 ___ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Loss Payee Status – Builder’s Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder’s Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days’ prior written notice by certified mail, return receipt requested to the City.

X **Waiver of Subrogation:**

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers’ Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

 Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions (“SIR”):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Attachment A

Execution Plan

SCOPE OF WORK - ARCHITECTURAL SERVICES

We have assembled a consultant team well-suited to provide professional Architectural services to the City of Milpitas Public Works Department for mid-size projects with a focus on renovations and modifications to existing facilities, including but not limited to: office buildings, recreation facilities, public safety facilities, maintenance buildings, and other site work. In summary, we submit the following qualifications for your consideration:

1. NJA Architecture is licensed to practice architecture in several states, including the State of California. We have a depth of successful experience delivering public work projects for California municipalities and we have included the subconsultant experts necessary to effectively provide the required professional services.
 2. All members of the Architectural and specialty subconsultant team have extensive experience in the design and construction of significant projects in the State of California within the last five years. The City of Milpitas can depend upon NJA to responsibly deliver projects on time and under budget, while maintaining quality, meeting the needs of your users, and abiding by code requirements.
 3. At NJA we pride ourselves in our ability to navigate code and accessibility requirements. We are the experts you can depend upon to develop strategic plans to balance short term solutions, schedule, and budget constraints with long term building code and accessibility requirements. This comprehensive approach protects the City by ensuring compliance with California Building Codes and the Americans with Disabilities Act.
 4. Our experience guiding municipalities through their ADA Transition Plans means NJA can quickly assess and prioritize requirements by identifying physical obstacles limiting access, present the City with recommendations to meet federal, state, and local compliance, and put the plan into action, taking proactive steps to anticipate future changes.
 5. NJA develops robust detailed work plans for each project, forecasting needs across all active projects, and allocating staff based upon a long history of successful project delivery. Through oversight and planning, we ensure strict adherence to schedule milestones and review periods as set by City of Milpitas Public Works Department.
- All work to be performed will be fully-coordinated with scheduling requirements established by the Public Works Manager for Facilities and Fleet or the designated City representative to maintain access to and prevent disruption of daily activities of the City of Milpitas. Scheduling requirements and coordination details will be included in project specifications and reviewed with contractors during bid qualifications.

NJA's design integration approach includes input from our client and team members through every step of the process. This organic progression builds on the information and evolution of your project at each stage, maximizing the three elements of Architecture: Budget, Design, and Function. This integrated process can be outlined for potential projects by the City using the following steps:

STEP 1: PROGRAMMING

A thorough understanding of site, context, existing conditions, and facility needs is key to a successful project kick-off. Working closely with the City, we will develop detailed project programs through meetings and interviews. Our goal for this phase will be to engage in an accurate assessment, optimizing space and facility needs to make the best use of the budget.

STEP 2: SURVEYING

We recommend professional site surveys, 3D laser scans, and geotechnical investigations, where necessary, for accurate assessments of existing conditions. Reliable information creates a dependable foundation, and legacy documentation is often insufficient for the successful launch of a new project.

STEP 3: INTERVIEWS WITH CITY

Using the information gathered and further developed in STEPS 1 and 2, NJA will lead a 'dry run' of the project with conceptual design and City Officials to establish base parameters for site and building designs. Early identification of site, building, program, and operational constraints avoids unexpected delays later in the project.

STEP 4 SITE & BUILDING ANALYSIS

Each project will present a unique challenge for the City and the design team. A thorough assessment of the limitations and improvements necessary for the success of each project is crucial to overall success. Weighing these needs against the available budget, established schedule, and a cogent understanding of priorities can help to inform an ideal project approach that addresses both established goals and unforeseen liabilities.

STEP 5:

DESIGN VISION & CONSENSUS

Following City interviews and site analysis, NJA will develop detailed site and building 'Schematic Design' plans, including parking, accessibility, security, upgrades and renovations, building systems, finishes, materials, and renderings to establish the look and feel of the project. In this phase we engage our engineers to develop an outline of the technical systems. Using these materials we can converse with contractors about cost estimates, review City goals to achieve the project on time and within budget and follow up on interviews for a soft approval before approaching leadership.



STEP 6:

DESIGN/COST ESTIMATE/BUDGET

This step is a critical point in the process that determines the ultimate feasibility and success of the project. We work closely with our engineering team, cost estimators, and the contractor to develop cost-saving alternatives to the initial design brief. Early identification and tracking of alternatives and potential cost reduction measures is key to efficient value-engineering. It will be the final stage of design precedent to Design Development.

STEP 7:

VERIFICATION

This period is reserved, where necessary, for City review and approvals. Time is provided to complete internal processes with leadership, selling the project to decision-makers or community groups as necessary using NJA's graphic illustrations.

STEP 8:

ENTITLEMENTS

When required, this step includes all necessary applications and architecture and engineering items required for the final applications to be deemed complete by the various agencies and stakeholders, and the official submittal of documents with application fees. This step sets the goal post and timeline for required approvals.

STEP 9:

REGULATORY APPROVAL

It is prudent to include time to receive any regulatory feedback that was not obtained earlier, and to account for those requirements. NJA engages in established protocols for code compliance and program alignment at each stage of development. As part of our QA/QC process, staff beyond the project team are assigned compliance reviews at the conclusion of each phase. We utilize checklists developed over decades of project delivery experience and leadership oversees each project ensure conformance.

STEP 10:

DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS

The majority of NJA's time and resources will be used to generate the technical design and documentation required for construction. Engineering systems will be fully developed, and options vetted during this phase. The preceding steps ensure a smooth and efficient process, with the City's primary point-of-contact moving forward through bidding & construction. At 85% completion, plans will be sent to the City for initial submittal. Corrections are typically received around the same time as 100% completion and implemented into the design. 'Final' plans are then submitted to the City and regulatory agencies for approval, and the 'plan check' process is completed.

STEP 11:

BIDDING

This step may overlap with STEP 10 while plan check is underway in order to condense the schedule. As each project progresses, we can discuss the urgency of beginning the bidding stage earlier before plans are 100% permitted. In our experience, this timeline could allow for revisions during bid and plan check process, so that the issued permit plans are final for construction with GC input.

STEP 12:

CONSTRUCTION PHASE

NJA will provide periodic observations, review of payment applications prior to City authorizations, shop drawing review and coordination, request for information or clarifications from and to the GC, and other normal or agreed upon services during construction. A pre-construction meeting with the GC and its primary sub-contractors is a meeting we attend and urge the City to require for most projects.

Quality Control Plan

Critical Components and Risk Factors

Project success depends upon a clear understanding of scope, owner priorities, goals, and risks. Assessment and identification of the critical path provides benchmarks for the team to mitigate potential risks to project success.

TASK 1-2: PROJECT INITIATION, PROJECT MANAGEMENT REVIEW AND SCHEDULING

Critical Components: interview owner, end-users, and maintenance staff, review existing building documentation, repair history, and field-survey existing conditions.

Key Risk Factors: identification of program needs, deferred maintenance, and code compliance.

TASK 3: CONCEPTUAL AND SCHEMATIC DESIGN

Critical Components: confirm existing systems, test fit program and scope, review potential solutions, present alternatives, and prepare schematic layouts including square footages, dimensions, circulation patterns and FF&E.

Key Risk Factors: identify conflicts, unknown requirements, and potential future needs, maintain cost expectations, identify design contingencies and escalation.

TASK 4: DESIGN DEVELOPMENT PLANS AND COST ESTIMATES

Critical Components: incorporate owner and end-user reviews, maintain competing program needs, incorporate changes, communicate budget impacts, coordinate MEP, prepare plans, cut-sheets, and opinion of probable cost.

Key Risk Factors: review owner, end-user, and code requirements to identify conflicts, develop design contingencies and escalation amounts, modify plans to meet budget.

TASK 5-6: CONSTRUCTION DOCUMENT PLANS, SPECIFICATIONS, ESTIMATES, AND PERMITS

Critical Components: prepare submittal drawings and technical specifications, identifying materials, workmanship, finishes, and equipment required for a complete and functional project, detailing each construction condition.

Key Risk Factors: coordinate systems, develop design contingencies and cost escalation models

TASK 7: FINAL SUBMITTALS

Critical Components: prepare final construction documents, final opinion of probable costs, special or supplemental conditions, recommend a construction testing and inspection list for materials identifying type, quantity, frequency, schedule, and cost estimate for tests to be performed during construction.

Key Risk Factors: complete coordination, code compliance and life safety considerations.

TASK 8: ASSISTANCE DURING BIDDING

Critical Components: prepare addenda, respond to RFIs, modify bid package and CDs as necessary to meet project budget and assist in obtaining new proposals

Key Risk Factors: robust cost control measures encourage bid budget alignment

TASK 8: ASSISTANCE DURING CONSTRUCTION

Critical Components: monitor construction progress, field changes, and alterations, assist with change orders by providing documentation, calculations and costs, prepare record drawings by incorporating field observations and contractor as-built drawings.

Key Risk Factors: maintain design intent through site visits and QA/QC procedures.

TASK 9: BASIS OF DESIGN DOCUMENT, MAINTENANCE PLAN, AND CLOSE-OUT

Critical Components: prepare comprehensive BOD document and maintenance plan to cover the entire building, parking area, and appurtenances; review and forward O&M Manuals, return all client materials and documents, provide wet-signed project mylars and electronic record drawings.

Key Risk Factors: ensure lasting satisfaction with a thorough Project Close-out Process.

Quality Control Plan

Quality Assurance and Quality Control

NJA utilizes a robust system of Quality Assurance (QA) measures to guard against deficiency during execution and Quality Control (QC) procedures to evaluate results for conformance with requirements. Our process ensures every aspect of a project meet the highest standards.

35% SCHEMATIC DESIGN

QA: Programming Exercise, Systems Questionnaire, SD Checklist, AHJ Code Matrix
QC: Architect and Owner Review of Program, Scope, Drawings, Outline Specs, and Costs

65% DESIGN DEVELOPMENT

QA: Integrate Program Goals and Project Scope Review, DD Checklist, Systems Analysis
QC: Code Analysis, Architect/Owner Assessment Review, Obtain Authorization to Proceed

90% CONSTRUCTION DOCUMENTS

QA: Value Engineering and Add Alternative Development, SMEP Coordination, CD Checklist
QC: Code Analysis, Architect Oversight, Budget Assessment

100% CONSTRUCTION DOCUMENTS

QA: SMEP Coordination Checklists, AHJ, Code Submittal Checklist
QC: Architect Code Review of Drawings and Specifications

65% DESIGN DEVELOPMENT

QA: Integrate Program Goals and Project Scope Review, DD Checklist, Systems Analysis
QC: Code Analysis, Architect/Owner Assessment Review, Obtain Authorization to Proceed

90% CONSTRUCTION DOCUMENTS

QA: Value Engineering and Add Alternative Development, SMEP Coordination, CD Checklist
QC: Code Analysis, Architect Oversight, Budget Assessment

100% CONSTRUCTION DOCUMENTS

QA: SMEP Coordination Checklists, AHJ, Code Submittal Checklist
QC: Architect Code Review of Drawings and Specifications

BID SUPPORT SERVICES

QA: Pre Bid Conference, Contractor Review, RFI Procedures and Log, Addenda Preparation
QC: Bid Evaluation, Architect / Owner / Contractor Bid Qualification Meeting

CONSTRUCTION SUPPORT SERVICES

QA: Job Conference Reports, Submittal Schedule, Submittal Log and Review Procedures
QC: Architect Review of Submittals, Construction Visits to assess progress and quality, Final Project Walk upon Project Completion

POST-CONSTRUCTION SUPPORT SERVICES

QA: Closeout Procedures, O&M Manual Checklist
QC: Architect Closeout Review, Owner Satisfaction Survey



SERVICE AGREEMENT

CITY OF MILPITAS

MILPITAS POLICE DEPARTMENT LOCKER ROOM RENOVATION PROJECT

PREPARED FOR

Hank Terlaje, CIP Constr. Mgr.
City of Milpitas
1265 N. Milpitas Blvd.
Milpitas, CA 93035

PREPARED BY

NJ Associates, Inc. DBA NJA & NJA Architecture
Licensed Architect, Owner, John Vierra (License No. C35199)
Licensed Architect, Owner, Nick Seward (License No. C38947)

DATE

06.27.25

PROJECT SCOPE

PROJECT LOCATION 1275 N. Milpitas Blvd.
Milpitas, CA 95305

- › **Permitting, Bid assistance, and Contract Administration support services for planned renovations to the the womens locker room of the existing Milpitas Police Department. Program as follows, and noted per the reference drawings:**
 - › Demolition of select areas of the existing locker rooms and exercise room
 - › Expansion of Womens Locker Room and renovations to Mens showers
 - › Creation of Body Cam Storage area and Vestibules
- › **Site Improvements**
 - › Limited accessibility improvements, as noted per the reference drawings

WHAT TO EXPECT

NJA Architecture is pleased to provide a list of services identified in the following pages. We strive to provide a sensible and well-thought out design solution to meet our clients needs. In addition, we firmly believe that architecture should be an authentic expression of our clients' values.

At each stage of the design process, we work together as a collaborative team. NJA, the client, consultants, and government agencies meet and communicate to maximize opportunities and ensure requirements are being met.

After signature of this agreement, your point of contact will reach out to you and set up a kick-off call to review the project timeline and any missing items to get the work started.

01 SCOPE OF SERVICES

TASK 1.0

SCHEMATIC DESIGN

1.0 Assessment and Schematic Design

- › Services completed under prior agreement
-

TASK 2.0

DESIGN DEVELOPMENT

2.0 Design Development

- › Services completed under prior agreement
-

TASK 3.0

CONSTRUCTION DOCUMENTS

3.0 Construction Documents

- › Services completed under prior agreement
-

TASK 4.0

PERMITTING

4.1 Permitting

- › Permit applications and submittal of documentation to City
 - › Plan check revisions as required
 - › Coordination with City staff and officials
 - › Time and Material basis
-

TASK 5.0

CONTRACT ADMIN

4.2 Bid Assistance

- › Assistance during bidding, clarification of CDs
- › Time and Material basis

4.3 Contract Administration

- › Respond to RFIs
- › Review Submittals, Shop Drawings, and Applications for Payment
- › Attend Job Conferences as necessary
- › Site Observations as necessary
- › Punchlist Observations
- › Time and Material basis

01 SCOPE OF SERVICES

ARCHITECTURAL SERVICES NOT PROVIDED

- > Changes in the project's program defined in 1.0 Project Scope
- > Environmental Analysis - Phase 1 & 2 reports
- > Hazardous material reports and abatement if necessary
- > Joint trench design & dry utilities
- > PUE determinations
- > Frontage improvements, street improvements and/or dedication
- > Fire sprinkler plan, fire alarms, and fire suppression system
- > Boundary and Topographic Surveys, Record of Survey, or Monument Preservation
- > Geotechnical engineering and reports
- > Civil Engineering, Site Design and Storm Water Pollution Prevention Plan (SWPPP)
- > Landscape Design
- > Building Commissioning
- > Food Service Equipment Design and Specification
- > Lighting Design
- > Acoustic Design
- > Solar Design and Engineering
- > EV charging stations and engineering
- > Signage design and signage permits
- > Furniture and equipment design and engineering
- > Construction Staking
- > Any governmental fees required by this work
- > NJA cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety, precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.

02 FEE BREAKDOWN

	SERVICES	FEE
TASK 1.0 SCHEMATIC DESIGN	Services completed under prior agreement	
TASK 2.0 DESIGN DEVELOPMENT	Services completed under prior agreement	
TASK 3.0 CONSTRUCTION DOCUMENTS	Services completed under prior agreement	
TASK 4.0 PERMITTING AND CONTRACT ADMIN. TIME AND MATERIAL ALLOWANCE NOT TO EXCEED	PERMITTING (INCLUDING UNBILLED T&M BALANCE)	\$23,200 (T&M) _____
	BIDDING ASSISTANCE	\$2,500 (T&M) _____
	CONTRACT ADMINISTRATION	\$7,000 (T&M) _____
		DATE AUTHORIZATION
	REIMBURSABLE EXPENSES	\$2,000 (T&M) _____
		DATE AUTHORIZATION
	TOTAL (ABOVE SERVICES T&M)	\$34,700

ARTICLE 2.1

PAYMENT
TERMS

Balance will be invoiced monthly on progress to date.
Final drawings will be issued to client upon receipt of payment of remaining balance.

Payments are due and payable within (30) calendar days of Client's receipt of NJA's invoice. Undisputed amounts unpaid (30) calendar days after the invoice date shall bear interest from the date payments are due at a rate of 10% per annum (.833% per month), or the maximum amount allowed by applicable law.

ARTICLE 2.2

ADDITIONAL
SERVICES

At the request of Client, NJA shall provide additional services not included in the Architectural Services specified above. Additional services shall be provided on an hourly basis in accordance with the following hourly rate, and shall be billed on a monthly basis:

Principal/Owner	\$250/hour
Senior Project Designer/Manager	\$195/hour
Project Architect/Manager	\$175/hour
Project Designer	\$155/hour
Architectural Staff Level 2	\$110/hour
Architectural Staff Level 1	\$90/hour
Admin Staff	\$75/hour

Note: Amendments to Article 2.0 Payment Schedule will be updated at the time of approved additional services if any.

ARTICLE 2.3

REIMBURSABLE
EXPENSES

NJA shall be compensated for reimbursable expenses such as reproductions and postage.

30 x 42 Black & White	\$6.56 ea.
24 x 36 Black & White	\$4.00 ea.
8.5 x 11 Color	\$0.50 ea.
8.5 x 11 Black & White	\$0.25 ea.
12 x 18 Color	\$1.50 ea.
12 x 18 Black & White	\$1.00 ea.

Site Visits - Travel - IRS Standard Millage Rate +15%

Client Meetings: 6 virtual meetings and 2 site visits are assumed.

Any invoice amounts disputed in good faith by Client and the reasons therefore will be reported to NJA within five (5) calendar days after receipt of the applicable invoice, and Client and NJA agree to work diligently to resolve the dispute within ten (10) calendar days of NJA's receipt of the notice of dispute from Client.

03 LEGAL AGREEMENT

ARTICLE 3.1

SCOPE OF SERVICES

See Article 1 for Architectural Services.

ARTICLE 3.2

FEE BREAKDOWN

See Article 2 for Fee Breakdown.

ARTICLE 3.3

CLIENT RESPONSIBILITIES

Client's responsibilities include, but are not limited to the following:

1. Provide full information about the objectives, schedule, and constraints of the Project. NJA may rely on the accuracy and completeness of information furnished by Client.
2. Permit Fees, contractor's fees, consultant fees outside this architectural agreement
3. Obtain project cost from a licensed contractor at each phase of the design process to ensure plans are meeting client's budget.

ARTICLE 3.3

OWNERSHIP OF INSTRUMENTS OF SERVICE

All ideas, designs, drawings and plans are the original work of and owned by NJA and use of said work product is limited to the Project of Client, and for the construction of ONE building only. Any use, reuse, or disclosure of said plans, reproductions, ideas and designs, other than by NJA, is prohibited without the prior written permission of NJA.

ARTICLE 3.5

TERM & TERMINATION

Client's responsibilities include, but are not limited to the following:

1. The term of this Agreement shall commence on the date signed under the Execution section and shall expire when final drawings are provided to Client and payment in full is made to NJA.
2. Client has the right to terminate this Agreement at any time with or without cause by providing written notice of termination to NJA. In the event Client terminates this Agreement, Client

shall be responsible for payment to NJA for Architectural Services performed up to the date of termination (hourly rate times the time invested).

3. If Client fails to make payment on any undisputed amount, then NJA may (a) terminate this Agreement or (b) suspend provision of Architectural Services until payment is made in full. NJA shall not be held responsible for any delays resulting from untimely payment by Client. NJA shall terminate or suspend this Agreement by providing written notice of same to Client.
4. This Agreement shall terminate automatically on the occurrence of bankruptcy or insolvency of either party.
5. NJA shall immediately cease providing Architectural Services to Client upon any termination or suspension of this Agreement. Any and all amounts due by Client to NJA shall be paid within thirty (30) days of the date of termination of this Agreement.

ARTICLE 3.6

INSURANCE

Throughout the term of this Agreement, NJA agrees to and shall obtain from insurers of NJA's choice, who are admitted to do business in California, and to maintain in force for the duration of this Agreement: (a) a policy of commercial liability insurance covering the activities of NJA in performing the Architectural Services with a combined single limit of not less than \$1,000,000 per accident or occurrence and not less than \$2,000,000 in the aggregate; (b) worker's compensation insurance in statutory form during any times in which NJA has one or more employees other than owners exempt from such coverage; and (c) a policy of errors and omissions insurance covering the architectural services provided by NJA hereunder with a policy limit of not less than \$1,000,000.

ARTICLE 3.7

INDEMNIFICATION

Client acknowledges and agrees that NJA is not responsible or liable for any act, or failure to act, on the part of Client, its employees, subcontractors, agents, or assigns (collectively, "Client Representatives") nor for any personal injury or property damage sustained by Client, Client Representatives, or by any third person caused by Client's or Client Representatives' act or failure to act with regard to improper use and interpretation of the finalized Construction Documents, or otherwise caused by Client or Client Representatives. Client agrees to and shall indemnify, defend, and hold NJA harmless from and against any and all liabilities, claims, causes of action, damages, losses, costs or expenses, including reasonable attorneys' fees and litigation costs, arising from or in any way connected with any acts or omissions by Client or Client Representatives related to any improper use or interpretation of the finalized Construction Documents, or otherwise caused by Client or Client Representatives.

ARTICLE 3.8

**DISPUTE
RESOLUTION**

1. The parties shall submit any and all disputes concerning the interpretation or the enforcement of rights and duties under this Agreement, or any deadlock arising between the parties that cannot be resolved, to mediation by a mediator to be mutually agreed to by the parties or appointed by a judge of the applicable County Superior Court if the parties cannot so agree. Mediation shall be held under the Construction Industry Mediation Rules of the American Arbitration Association. No written or oral representation made during the course of any mediation shall be deemed a party admission.
2. In the event the dispute cannot be resolved by mediation, the parties shall submit the dispute to arbitration, if mutually agreed by the parties, or to the County Superior Court. This Agreement shall be governed by the laws of the state of California, irrespective of such state's choice-of-law principles.
3. It is understood that any and all liabilities incurred by NJA throughout the course of rendering professional services on the Project shall be limited to a maximum of the net fee received by NJA not including expenses and subconsultants for all Architectural Services rendered on the Project. UNDER NO CIRCUMSTANCES WILL NJA BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF NJA HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 3.9

**RELATIONSHIP OF
PARTIES**

This Agreement is not intended to create, and shall not be construed to create, an employment relationship, partnership, joint venture, or other form of joint or shared enterprise between NJA and Client. NJA is an independent contractor performing Architectural Services for the benefit of Client.

ARTICLE 3.10

**FORCE
MAJEURE**

The time period specified for any act herein will be extended for any periods of time during which any party is prevented from commencing or proceeding with performance by any act of God, riot, drought, flood, earthquake, strike, war, terrorist attack, civil unrest, action, or failure to act by any governmental authority, litigation commenced by any person or entity not a party to this Agreement, failure or inability of any public utility to deliver service, or any similar cause beyond the reasonable control of any party.

ARTICLE 3.11

NOTICES

Any and all notices, demands, requests, or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto by the other party hereto must be in writing and will be deemed duly served and effective when personally delivered to the party to whom it is directed, or in lieu of such personal service, three (3) business days after having been deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or twenty-four (24) hours after having been provided to Federal Express or other overnight courier service for delivery, and addressed to the party to whom it is directed, at the address provided at the party's signature line below.

ARTICLE 3.12

MISCELLANEOUS

This Agreement is intended by the parties as a final expression of their agreement with respect to the terms included herein and may not be contradicted by evidence of a prior agreement or of a contemporaneous oral agreement. Any modification or waiver of any of the terms of this Agreement must be expressly made in writing by the parties. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction will in no way affect the validity of any other provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. This Agreement is personal to the parties and may not be assigned by either party without written consent of the other party.

ARTICLE 3.13

EXECUTION

This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of the parties hereto. The parties acknowledge and agree that they have read and understood this Agreement and its legal effect. Each person executing this Agreement on behalf of another person or entity represents that the execution of this Agreement has been duly authorized by the party on whose behalf the person is executing this Agreement and that such person is authorized to execute this Agreement on behalf of such party. IN WITNESS WHEREOF, each of the undersigned has signed this Agreement indicating his or her assent and agreement hereto.

03 LEGAL AGREEMENT SIGNATURES

The terms and conditions of this Contract are valid 60 days starting the date the contract was issued. After 60 days, NJA reserves the right to review the fee schedule and terms and conditions of this agreement.

CLIENT SIGNATURE

NJA ARCHITECTURE SIGNATURE

CLIENT NAME

NJA ARCHITECTURE NAME

DATE



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	City Council Priority Setting (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Leadership and Support Services
Meeting Date:	11/4/2025
Recommendation:	(1) Review, prioritize, and approve Council Referrals, with direction to staff to return at a future meeting with additional analysis and costing; and (2) Adopt a resolution to appropriate unassigned fund balances or reserves for referrals ranked and prioritized for funding.

BACKGROUND:

On [October 2, 2025](#), the Milpitas City Council (Council) attended a City Council Priority Setting Workshop during which staff delivered a presentation on the City's fiscal condition, strategy, and work plan efforts, and provided an overview of completed, existing, and new Council referrals. Additionally, staff presented Council with a two-step process to both prioritize and rank the referrals. Staff further recommended Council approve and adopt a resolution to appropriate unassigned fund balances or reserves for referrals ranked and prioritized by the City Council for funding.

After the staff presentation, the Council engaged in step 1 of the prioritization process (majority vote on which referrals to prioritize). However, prior to proceeding to step 2 (ranking the prioritized referrals) and after robust discussion, Councilmember Lien requested to rescind her prioritization votes based on the discussion. Council directed staff to bring the prioritization vote back to the November 4, 2025 City Council meeting to complete both steps of the prioritization process.

Provided on this agenda report is a link to the staff presentation: [October 2, 2025 City Council Priority Setting Workshop](#)

ANALYSIS:

Based on Council's discussion and request for more information on the referrals, staff will present Council with a detailed list of referrals for prioritization, which articulates what Council can expect as an outcome if the referral is prioritized. This referral list set forth as an exhibit to this Agenda Report as Attachment A.

After review of the referral list, staff requests Council to engage in the two-step prioritization process, as outlined below:

Step 1: Vote on new referrals in Bucket 2 – those with Council majority will be moved to Bucket 3

- **Bucket 2:** New referrals made at Council meetings that have not been prioritized and referrals submitted through this process
- **Bucket 3:** Existing referrals which are Council Approved & Prioritized but are on hold

This vote will determine which referrals have Council majority support and only these referrals will be moved to step 2. Multiple rounds of voting may occur until 30% to 50% of the items receive majority vote.

Step 2: Rank Bucket 3 Referrals (forced ranking) -- based on the full Council's rankings, these referrals will be considered Council Priorities and will be placed into three categories:

1. **High Priority:** Impacts health, safety, or revenue. Strategic in nature and builds on Milpitas' Strategic Goals
2. **Important:** Has a positive impact on the community but can be postponed if needed
3. **Nice to Have:** Not necessary but would be nice to have for the Council and/or Community. The City can get by with or without this referral

Finally, Council will review the final ranked list of priorities and will have the option to adjust the list, if desired:

1. If desired, make a motion, with a supermajority (4 of 5) vote to:
 - Swap certain items between categories -- motion should be clear on which items to swap with each other
 - Replace any items on list with a new item -- motion should indicate which item to replace; OR
2. Final motion to deem the list completed and ranked

Once a final list is approved by majority vote, Council will be asked to consider adoption of a resolution to appropriate unassigned fund balances or reserves for referrals ranked and prioritized for funding. Information on the source of one-time funds and one-time funded referrals is set forth as an exhibit to this agenda report as Attachment B.

POLICY ALTERNATIVE:

Alternative 1: Postpone the Priority Setting process and/or approval and adoption of funding resolution to a later date

Pros: Postponing the process may allow Councilmembers additional time to decide on the referrals they want to prioritize.

Cons: Postponing the prioritization of referrals or allocation of one-time funds would impact referrals that have a target completion or implementation date.

PROJECT SCHEDULE/KEY MILESTONES

Staff will report back on the progress of prioritized referrals and related work plans at future prioritization sessions and/or through other channels.

FISCAL IMPACT:

The fiscal impact will be determined by Council's approval and adoption of a resolution to appropriate unassigned fund balances or reserves for referrals ranked and prioritized by the City Council for funding.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

ATTACHMENT(S):

- (a) Referral List including Descriptions of Staff Actions on Referral if Prioritized by Council
- (b) Use of One-Time Funds Proposal
- (c) Resolution to Increase Appropriation for Referrals

Attachment A: Referral List including Description of Staff Action on Referral if Prioritized by Council

#	Bucket 2 Referral (New)	One-Time Cost	What Council can Expect, if Prioritized
1	Update Mural Program Policy to allow for enhanced Commissioner input (Montano)	NA	Staff is prepared to work on these policy changes. If prioritized, staff will draft edits to the policy that articulate that final approval of mural designs is under the purview of the Arts Commission. The schedule for this is to be determined.
2	Revise Youth Scholarship Policy to expand eligibility criteria (Montano)	NA	Existing eligibility: Milpitas residents enrolled in Milpitas school. Does not preclude homeschooled/private school students who meet the above criteria. If prioritized, staff will draft edits to the existing policy to clarify eligibility and return to Council at a future date to approve the revised policy.
3	Explore expansion of SMART transportation services to San Jose International Airport (Lam) * Council request to expand scope to include County hospital	NA/ ongoing cost TBD	Funding challenges and potential regulatory challenges need to be studied, as well as the relative potential increased cost per passenger. If prioritized, staff will seek preliminary cost estimates for this initiative and share with the City Council for a future budget process. The schedule for this is to be determined.
4	Ring Doorbell Neighborhood Initiative (Chua)	\$120,000	Explore program to distribute wireless doorbell security cameras at no cost to eligible residents. Included in one time funding list. If prioritized, staff will be assigned to develop a policy for Council approval. The schedule for this is to be determined.
5	Add three Police patrol vehicles to be driven by low-cost/volunteer drivers (Lam)	NA/ongoing cost TBD	This request carries significant liability, and implementation challenges. 1) Operating a marked patrol vehicle—even if unarmed—carries an implied authority and responsibility that legally rests with sworn law enforcement officers. Allowing volunteers or minimally trained personnel to operate these vehicles significantly increases the City's exposure to civil liability in the event of vehicle accidents involving injury or property damage, use-of-force incidents (actual or perceived), misrepresentation of authority or impersonation of law enforcement, claims of harassment, racial profiling, or unlawful surveillance. 2) Patrol-level activity demands a high degree of training in areas such as De-escalation, Use of radio communications, Legal detainment and observation, Tactical safety during suspicious activity. 3) Volunteer programs of this nature would require a robust vetting, training, and supervision infrastructure—resources we currently do not have without significantly diverting from core policing operations. Using volunteers as the staffing model for this program would be subject to Meet and Confer obligations under the MOU with POA. If prioritized, staff will research an alternate option to attain the intended outcome. Alternate options will focus on reducing liability and may include recommendations such as enhancing neighborhood watch. The costs for this alternative option would be presented during a future city council budget discussion. The schedule for this is to be determined.

6	Create status updates function for citizens to track their police reports that were submitted online (Lam)	NA/ongoing cost estimated at \$16,000 annually	Public access to case status, may disrupt investigative integrity as the premature release of case updates, especially in active investigations, could interfere with interviews, suspect leads, or ongoing surveillance. Disclosure of certain statuses (e.g., “under investigation,” “suspect identified”) may alert suspects and hinder progress. Detectives are assigned several cases each month. Keeping constant updates on each case compounds and will take time away from investigating their open cases. Citizens may misinterpret case status terminology or timelines (e.g., assuming "open" means active progress is being made daily). This can lead to increased calls, complaints, or unrealistic expectations about investigative timelines. This is particularly true in cases where search warrants (or several search warrants) are necessary, or evidence items are sent to a crime lab for evaluation. In both circumstances, it can take a significant period to receive actionable results. Integration with existing RMS and CAD systems may require costly vendor upgrades or new software modules if they exist. A standardized tracking system may oversimplify or misrepresent the actual investigative process. Staff identified an automated technology solution with our existing RMS vendor. The solution is approximately \$16,000 per year to implement. If prioritized, staff will provide the costs for Council consideration during a future budget process to consider allocation of ongoing funding. Staff will also research a process to attain the desired outcome while minimizing impact to staff workload and mitigating the above concerns. The schedule for this is to be determined.
7	Add function to online police report system to allow for citizens to upload photos/videos to submitted reports (Lam)	TBD	Although this functionality is likely possible with enhancements to existing technology and systems, adding this functionality would cost money and create unnecessary security concerns with little benefit to the community. Currently, online reports with physical evidence and actionable suspect information are not accepted via the online system. Those reporting crimes meeting these criteria are rejected and an officer is assigned to take the report. When picture or video evidence is available under these circumstances, the officer receives the evidence and provides a quality/control assessment before collecting and booking the evidence. Allowing citizens to automatically upload files without this check and balance, creates security issues, the potential of actionable leads being missed, and costly retention of data that may not have any investigative value. Most online reports are lower-level crimes that may not be investigated due to insufficient leads. It is not necessary to store data under these circumstances. Changing the current practice is not recommended. Staff has identified correlation between this request and an existing initiative on the department’s workplan to streamline digital media evidence collection. This request can be resolved under the existing workplan.
8	Install AI cameras to police patrol cars to detect issues (stolen vehicles, potholes, etc. (Lam)	TBD	California has significant scrutiny around law enforcement use of AI and surveillance tools. There is legislation moving through the legislature that may impact our ability to implement such a program. Use of AI should be presented to the public for input before implementation to avoid outcry. Expanding AI surveillance, even for collecting infrastructure data can trigger distrust since its on police vehicles. This will likely be viewed as an overreach and lack of transparency. The infrastructure concerns this technology is meant to resolve can already be reported through existing platforms; it is more fiscally responsible to better publicize these existing systems. The police department's first LPR program was LPR cameras installed on police vehicles. That program was significantly less productive than the current system with fixed LPRs strategically placed throughout the City. If prioritized, staff will perform an analysis to determine feasibility, costs, and potential funding sources to install cameras on other City vehicles (not Patrol vehicles). The schedule for this is to be determined.
9	Build hospital in Milpitas (Lam)	TBD	Private hospital: Siting a private hospital is market driven and outside of the City’s control. County hospital: Siting a public hospital is also market driven but also informed by community needs and ability to subsidize costs, if needed. Based on the Sept. 16 County presentation, it does not appear that the County is focused on a growth strategy, rather a strategy to preserve current services. City hospital: CA Govt. Code 37600 enables a City to operate a hospital; but requires voter approval and significant resources (e.g., land, funding sources to build and operate, etc.). This referral requires that the City enter a new line of business. If prioritized, staff will prepare a memo to Council articulating the requirements and challenges in further detail.

10	Strategic Land Acquisition Revenue Reserve Fund (staff recommendation following Council feedback)	\$200,000 or TBD	This would add to the existing reserve in the City's budget. Included in one-time funding list. If prioritized, staff will allocate the approved amount to this fund so that it would be available for a future potential purchase.
11	Storefront & Crime Prevention Business Initiative (Montano)	\$100,000	This would make funding available for businesses to focus on public safety related physical improvements to their storefronts. If prioritized, staff will allocate the amount approved by Council to this initiative and return to Council with policy revisions. The schedule for this is to be determined.
12	Council Community Fund (Montano/Chua)	\$50,000	This would expand the eligibility for the existing \$25,000 available annually for donations and fee reductions and possibly increase the amount on a one-time basis. Included in one-time funding list. If prioritized, staff will allocate the amount to this fund and return to the City Council with a revised policy that considers potential expanded uses of the funding. The schedule for this is to be determined.
13	Council Special Events Fund (Montano/Chua)	\$10,000	This would provide funding for City Councilmembers to attend local, non-political, events where their attendance is beneficial for the City of Milpitas. Included in one-time funding list. If prioritized, staff will allocate the approved amount to this fund and return to the City Council to present a policy that outlines allowed uses for this funding. The schedule for this is to be determined.
14	ADU Permit Subsidy (staff recommendation following ADU Information Memo re Sale of ADUs as real estate)	\$60,000	This increases the amount of funding currently available to provide subsidies for homeowners to develop ADUs on their properties. Included in one-time funding list. If prioritized, staff will allocate the approved amount to this fund to provide for additional ADU subsidies.
15	Public/Private Partnership for Street Festival in 2026 (Montano/Lam)	\$385,000	Street Festival in 2026, during FIFA, by a 3rd Party Promoter. However, significant capacity and funds would be required to support this event, including cancellation of Annual July 4th event. At present moment, there is no revenue opportunity for the City. Public benefit of gift of public funds needs to be determined. If prioritized, staff will continue the analysis and update the estimated cost. The schedule for this is to be determined.
16	Review flight paths over Milpitas (Montano)	NA/TBD	Flight paths are under Federal authority/oversight so there is little the City can do to control/influence. Staff has met with San Jose Airport team and is assessing how to join ongoing mitigation regional activities. If prioritized, staff will continue this effort.

#	Bucket 3 Referrals **	One-time Cost	What Council can Expect, if Prioritized
1	Temporary Police Office on Main Street (Montano)	\$310,000	Included in one-time funding list. Part one of this is deemed completed as an office is planned for inclusion in the eventual development of the Main Street parcels. However, Part two of this would be a temporary police office. This is not currently funded. If prioritized, staff will look at all options/sites for a temporary office, update Council, and seek Council approval of the fund allocation. The schedule for this is to be determined.
2	Develop Fentanyl Policy (Barbadillo)	NA	Due to staffing workload, additional work on this priority item has not yet begun. Milpitas is currently experiencing less than average opioid overdose incidents. In 2024, emergency calls for opioid related incidents were 1.2% of total EMS calls. The less than average opioid related overdose deaths currently observed in Milpitas can be attributed to the proactive steps the fire and police departments have implemented to include, carrying and deploying naloxone on all front-line fire apparatus and police patrol cars, along with increased public education consistent with industry best-practice. If prioritized, staff will be assigned to research and develop a draft policy. The schedule for this is to be determined.
3	Plan Small Business Open House (Doing Business with Milpitas) * (Chua)	\$1,500	Included in one-time funding list. Intended focus is to educate and inform business on how to participate in procurement of city services. If prioritized, staff will commence work on this initiative with a goal of a Spring 2026 event. Irrespective of prioritization, staff plans to continue other forms of small business outreach during 2026 as part of its current work plan.
4	Revise and expand Animal Cruelty ordinance (Chua)	NA	Due to staffing workload, work on this priority item has not yet begun. If prioritized, staff will be assigned to commence work on this ordinance revision. The schedule for this is to be determined.

** These are existing prioritized referrals to be included in 2nd round of voting (ranking process).

Source & Use Summary Tables

#	Source	Amount	Detail
1	Community Investment Fund	\$472,419	June 30, 2025, balance from unallocated and completed program fund balance
2	Stratford School	\$1,000,000	\$1.0 million has been provided to the city as part of the Development Agreement.
3	VTA Reimbursement	\$840,200	City received the VTA reimbursement in June 2025, for BART Extension pavement and structural street repairs. <i>Note: Funds may be used differently.</i>
4	Fiscal Strategy – Contract Review	\$1,000,000	As of now, staff has identified over \$1,000,000 that can be liquidated due to expired contracts.
	TOTAL	\$3,312,419	One-Time Funds Only

Type	Amount
One Time Funds	\$3,312,419
Staff Recommendations	(\$1,005,000)
Councilmember Proposals	(\$1,236,500)
One Time Fund Balance	\$1,070,919

Councilmember Proposals

#	Proposal	One-Time Cost	Detail
1	Temporary Police Office on Main Street	\$310,000	Staff worked with various contractors to determine the current condition of the building and identified 5 key building systems that need to be addressed for the building to be occupied by Police personnel. A total of \$301,760 would be needed for the building improvements. \$310,000 requested for contingency. If approved, the work would take approximately one year to complete once it is started.
2	Strategic Land Acquisition Revenue Fund	\$200,000 or TBD	The Council has long expressed the need to build up funding for strategic land acquisition that enables revenue generating opportunities for the City. A contribution of any sort builds on that goal. This would add to the current reserve of \$710,248.
3	Storefront & Crime Prevention Business Assistance	\$100,000	This initiative would refocus the City's existing storefront rehabilitation fund with crime prevention improvements, enabling businesses to take proactive measures to address safety needs for patrons and business facilities. The Storefront fund has \$87,000 available for re-distribution to this initiative, if desired.
4	Flood Mitigation near Milpitas Jose Esteves Library	\$2,600,000 - \$2,800,000	*Not included in the Total value
5	Ring Doorbell Neighborhood Initiative	\$120,000	The average Ring doorbell costs \$115 and this reflects the purchase of 1000 doorbells, with a \$5,000 contingency.
6	Plan Small Business Open House (Doing Business with Milpitas)	\$1,500	Council direction to establish an event that offers public service career opportunities and awareness for youth and adults. Per feedback from referral sponsor, focus of name changed to Small Business Open House (Doing Business with Milpitas). Intended focus is to educate and inform business on how to participate in procurement of city services.
7*	Council Community Fund	\$50,000	Currently, the Council appropriates \$25k/year to this fund for fee waivers, grants, and/or other community uses. In addition to the citywide \$25k/year, this initiative could establish a pilot program for two years that provides Councilmembers \$5k/yr to sponsor community priorities, Councilmember priorities, or neighborhood events. The fund balance for two years would be \$50k/year with \$25k for Citywide current types of expenditures, and \$5k/year for individual Councilmember sponsorships (e.g., choir, neighborhood party, youth effort, etc.). This would begin following completion of a new council approved policy for funding distribution.
8*	Council Special Events Fund	\$10,000	Establishes a pilot program for two years allowing \$1,000/yr for each Councilmember to attend non-political events where it is deemed beneficial for the City of Milpitas to be represented. This would begin following completion of a new council approved policy for funding distribution.
9*	Public/Private Partnership for Street Festival in 2026	\$385,000	Street Festival in 2026, during FIFA, by a 3rd Party Promoter. However, significant capacity and funds would be required to support this event, including cancellation of Annual July 4th event. At present moment, there is no revenue opportunity for the City. Public benefit of gift of public funds needs to be determined. Cost estimate is preliminary, and additional costs would likely be incurred beyond current estimate.
10*	ADU Permit Subsidy	\$60,000	Subsize approximately 10 permit fees for each new ADU; average building permit and plan check fees per ADU is \$6,000. Additional funding would be added to approximately \$130,000 remaining in current program.
TOTAL		\$ 1,236,500	

* Requests have surfaced since April 2025 and ADU is related to Council's former referral on ADUs (as a Policy option).

Staff Recommended Proposals based on Council Requests and Feedback

#	Proposal	Est. One-Time Cost	Detail
1	Library: Improved security and maintenance	\$300,000	Library security enhancement for 24 months: this includes security guard presence at the Library to address on-going vandalism and security needs (\$100k/yr). Library improved maintenance includes an extra \$50,000/year to provide for quicker clean up and proactive maintenance.
2	Park Improvements Grant Matching Funds	\$200,000	Matching funds for potential future grant applications for a city park project.
3	Main Street Revitalization	\$100,000	Funds streetscape beautification, marketing/branding, or a financial incentive program to attract retail and restaurants into vacant buildings. A funding plan would be presented to Council before implemented, but it includes Street Eats 209 event (\$7,500/event)
4	Milpitas Youth Force Summer Job Program	\$80,000	Funds appx. 20 youth to participate each summer (@ approximately \$2000 per student).
5	Expand Emergency Motel Stay	\$100,000	Funds motel stays for the unhoused during emergencies for 2 - 4 years.
6	FIFA/Superbowl events and small business promotion	\$75,000	Fund events promoting Milpitas businesses during FIFA/Superbowl. Note timeline needed for approval to allow for Superbowl events.
7	Economic Development Strategy	\$150,000	To fund the development of a citywide Economic Development Strategy.
TOTAL		\$1,005,000	

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
AUTHORIZING AN INCREASE TO THE APPROPRIATION OF UNASSIGNED FUND
BALANCES OR RESERVES FOR REFERRALS RANKED AND PRIORITIZED BY THE
CITY COUNCIL OF MILPITAS**

WHEREAS, the City Council of the City of Milpitas has received and discussed a presentation on the City of Milpitas fiscal condition, strategy, and work plan efforts; and

WHEREAS, the City Council has reviewed, prioritized, and approved City Council Referrals using a two-step prioritization process, with direction to City staff to return at a future meeting with additional analysis and costing that may be required; and

WHEREAS, the City Council wishes to appropriate unassigned fund balances or reserves for certain referrals ranked and prioritized by the City Council at its November 4, 2025 meeting;

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

1. The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff presentation, 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 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.
3. The City Council hereby authorizes a budget increase of \$[XXXXXX] of unassigned fund balances or reserves for the current fiscal year for certain referrals ranked and prioritized by the City Council at its November 4, 2025 meeting.

PASSED AND ADOPTED this 4th day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Christopher Creech, Acting City Attorney