



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-3122
Para sa Tagalog, tumawag sa 408-586-3051
Para español, llame 408-586-3232

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that a Special Meeting of the Milpitas City Council will be held at 6:00 P.M. on Tuesday, August 13, 2019 at Milpitas City Hall, 455 East Calaveras Boulevard, Milpitas, CA in the City Council Chambers on the second floor. Agenda is below.

AGENDA

TUESDAY, AUGUST 13, 2019
COUNCIL CHAMBERS, 455 E. CALAVERAS BLVD., MILPITAS, CA
6:00 PM

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATORS - COLLECTIVE BARGAINING

Pursuant to California Government Code Section 54957.6

City Negotiator: Liz Brown, Human Resources Director

Employee Groups: International Association of Fire Fighters, Milpitas Police Officers Association, Professional and Technical Group, Mid-Management and Confidential Group and Milpitas Employees Association

Under Negotiation: Wages, Hours, Benefits, and Working Conditions

(b) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) – City as Defendant

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

PRESENTATIONS

- Proclaim *Women's Equality Day* on August 26, 2019
- Proclaim August 2019 as *American Muslim Appreciation and Awareness Month*
- Recognition of Maria Lemery

PUBLIC FORUM

Those in the audience are invited to address City Council on any subject not on tonight's agenda. Speakers must come to the podium, state their name and city of residence for the Clerk and limit spoken remarks to 3 minutes. As an item not listed on the agenda, no response is required from City staff nor Council and no action can be taken. Council may instruct the City Manager to place the item on a future meeting agenda.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

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. If removed, this item will be discussed in the order in which it appears on the agenda.

C1. Receive City Council calendar for August 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

C2. Approve City Council meeting minutes of June 11 (special) and June 18 (regular), 2019 Council meetings (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendation: Approve June 11 and 18, 2019 City Council meeting minutes.

C3. Consider Mayor's Recommendation and Move to Re-appoint One Commissioner on the Milpitas Veterans Commission (Contact: Mayor Tran, 408-586-3029)

Recommendation: Receive Mayor Tran's recommendation, and move to re-appoint Commissioner Art Ebright to the Milpitas Veterans Commission to new 3-year term that will expire in February of 2022.

C4. Approve and Authorize the City Manager to Execute a Temporary Fire Station No. 2 Lease Agreement for 1126 Yosemite Drive (Staff Contact: Alex Andrade, 408-586-3046)

Recommendation: Approve and authorize the City Manager to execute a Lease Agreement for a temporary fire station located at 1126 Yosemite Drive by and between the City of Milpitas ("Tenant") and Casetronic Engineering Group ("Landlord") for a term of two years plus two six-month options, for a total of three years, commencing on August 13, 2019.

C5. Approve and Award a Contract with Hoi's Construction, Inc. for the Water Bottle Refill Station Installation Project (Staff Contact: Tony Ndah, 408-586-2602)

Recommendations:

1. Approve and award a construction contract with Hoi's Construction, Inc. for the Water Bottle Refill Station Installation Project in the amount of \$178,000.
2. Authorize the Director of Public Works to execute contract change orders without any further City Council action except for appropriation of funds.

C6. Receive a Report on Emergency Remediation Work at Police/Public Works Building and Authorize Payment of Invoices in the Amount of \$33,399.50 to Indoor Restore Environmental Services and S B Construction (Staff Contact: Tony Ndah, 408-586-2602)

Recommendations:

1. Receive a report from the Public Works Director for the emergency remediation work at the Police/Public Works Building.
2. Authorize payment of invoices from Indoor Restore Environmental Services and SB Construction, for a total amount of \$33,399.50.

C7. Receive a Report on the Emergency Repair/Replacement of the HVAC System at Public Works/Police Department Building and Authorize Payment of Invoices Associated with the Work (Staff Contact: Tony Ndah, 408-586-2602)

Recommendations:

1. Receive a report from the Public Works Director for the Purchase and Installation of McQuay Turbocor compressors for the Public Works/Police Department Building.
2. Authorize payment of invoices from Dormatech in the amount of \$198,375.

COMMUNITY DEVELOPMENT

8. Authorize the City Manager or appointee serving on the Board to request the Board of Directors at Terrace Gardens to amend the bylaws to remove the City Councilmember's seat and City Manager's seat from the Board composition (Staff Contact: Sharon Goei, 408-586-3260)

Recommendation: Authorize the City Manager or appointee serving on the Board to request the Board of Directors at Terrace Gardens to amend the bylaws to remove the City Councilmember's seat and City Manager's seat from the Board composition.

9. Authorize the City Manager to approve Terrace Gardens' request to transfer surplus cash to the Terrace Gardens Replacement Reserve Account (Staff Contact: Sharon Goei, 408-586-3260)

Recommendation: Authorize the City Manager to approve Terrace Gardens' request to transfer surplus cash to the Terrace Gardens Replacement Reserve Account.

COMMUNITY SERVICES

10. Consider Introduction of Ordinance No. 43.212 amending Milpitas Municipal Code, Title V, Chapter 100, Section 15.06 "Parking Time Limited on Certain Enumerated Streets" (Staff Contact: Steve Chan, 408-586-3324)

Recommendation: Following the City Attorney's reading aloud the title, move to waive the reading beyond the title and introduce Ordinance No. 43.212 amending Milpitas Municipal Code, Title V, Chapter 100, Section 15.06 "Parking Time Limited on Certain Enumerated Streets."

LEADERSHIP

11. Introduce Ordinance No. 301 to make corrections, clarifications, and minor updates and modifications to the Milpitas Municipal Code (Staff Contacts: Christopher Diaz, 408-586-3040 and Ashwini Kantak, 408-586-3053)

Recommendation: Following the City Attorney's reading aloud the title, move to waive the first reading beyond the title and introduce Ordinance No. 301 amending various sections of Titles I, II, IV, V, VI, XI and XII of the Milpitas Municipal Code to make corrections, clarifications, minor updates and modifications.

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 agencies of the City exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and the 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: cdiaz@ci.milpitas.ca.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.ci.milpitas.ca.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 the City website. City Council agendas and related materials can be viewed online here: www.ci.milpitas.ca.gov/government/council/agenda_minutes.asp (select meeting date)

APPLY TO SERVE ON A CITY COMMISSION

Commission application forms are available online at www.ci.milpitas.ca.gov or at Milpitas City Hall. Contact the City Clerk's office at 408-586-3003 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 mlavelle@ci.milpitas.ca.gov prior to the meeting. You may request a larger font agenda or arrange for mobility assistance. For hearing assistance, headsets are available in the City Council Chambers for all meetings.

July 2019						
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Milpitas City Council Calendar

August 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 5:30 PM-Santa Clara VTA Board of Directors (RT)	2	3
4	5 7:00 PM-Parks, Recreation & Cultural Resources Commission (AP)	6 3:00 PM-City Council Housing Subcommittee (BN/CM)	7 5:30 PM-Veterans Commission (RT) 6:00 PM-STR Community Outreach Meeting-SJ Evergreen Valley College Milpitas Extension 7:00 PM-Community Advisory Commission (BN)	8 9:00 AM-Milpitas Chamber of Commerce Board Retreat (CM) 4:00 PM-Santa Clara VTA Policy Advisory Committee (KD) 5:30 PM-Milpitas Chamber of Commerce Board Retreat (CM) 7:00 PM-Cities Assoc of SCC (CM)	9 12:00 PM-Special Santa Clara VTA Board of Directors (RT) 2:00 PM-Ad Hoc CDBG Subcommittee (KD/BN) 3:00 PM-City Council Rules Subcommittee (RT/KD) 4:00 PM-Special City Council	10
11	12 4:30 PM-Economic Development and Trade Commission (KD)	13 3:00 PM-City Council Housing Subcommittee (BN/CM) 6:00 PM-Special City Council	14 4:30 PM-City Council Finance Subcommittee (RT/CM) 7:00 PM-Silicon Valley Clean Energy Board of Directors (BN) (Cupertino) 6:00 PM-Special Planning Commission	15 6:00 PM-STR Community Outreach Meeting-Milpitas City Hall Committee Meeting Room	16 1:00 PM-VTA Safety, Security, and Transit Planning and Operations Committee (RT) 4:00 PM-City Council & MUSD Communications Subcommittee	17
18	19 7:00 PM-Science, Technology, and Innovation Commission (BN)	20 6:00 PM-Closed Session 7:00 PM-City Council	21	22 12:00 PM-VTA Capital Program Committee (RT)	23 7:00 PM-City Council Rules Subcommittee (RT/KD)	24 4:00 PM-Milpitas Hot August Bites and Veterans Car Show-Civic Center grounds
25	26	27 1:30 PM-Senior Advisory Commission (BN) 6:00 PM-PG&E Public Safety Power Shutoff Community Meeting-Senior Center Room 140/141	28 5:30 PM-SCC Recycling & Waste Reduction Commission (AP) 7:00 PM-Planning Commission	29	30 City Council Retreat	31

*Finance Subcommittee will meet only as needed

Draft **MEETING MINUTES**
CITY OF MILPITAS

Minutes of:	Special Meeting of Milpitas City Council and Milpitas Housing Authority
Date:	Tuesday, June 11, 2019
Time:	6:00 PM
Location:	Council Chambers, Milpitas City Hall, 455 East Calaveras Blvd., Milpitas

CALL TO ORDER	Mayor Tran called the special joint meeting to order at 6:07 PM. City Clerk Mary Lavelle called the roll.
SPECIAL MEETING	PRESENT: Mayor Tran, Vice Mayor Dominguez, Councilmembers Montano, Nuñez and Phan ABSENT: None
PUBLIC FORUM	None
ANNOUNCEMENT	City Attorney Chris Diaz asked if Councilmembers had any conflicts of interest or reportable campaign contributions on agenda items and all members replied no.
APPROVAL of SPECIAL MEETING AGENDA	By motion of Councilmember Nuñez and second by Councilmember Montano, the Council approved the special meeting agenda on a unanimous vote.

PUBLIC HEARINGS

1. Continued Public Hearing on the Fiscal Year 2019-20 Budget & Capital Improvement Program

Assistant City Manager Ashwini Kantak presented an overview of the City's Fiscal Year 2019-20 proposed budget. She reviewed changes in the proposed budget since the May 15 Council study session, including adding one more police officer. She defined the Youth Theatre program contract and direction sought. She spent time going over the various new employee position requests.

Finance Director Walter Rossman discussed the various fund resources, along with anticipated expenditures and revenues for the new year's budget. Mr. Rossman displayed the 49% reserve anticipated in the next budget, described as very healthy.

Councilmember Phan commented on the City Manager's contract authority, and his concern for transparency of the new change requested, for the City Manager to be able to amend or transfer appropriations with the increase from \$20,000 to \$100,000. He felt there was a need to report this out to the public, maybe via the Rules Subcommittee. Mayor Tran suggested this go to the Finance Subcommittee. Ms. Kantak reported that, monthly, all contracts (on a prepared list) were sent to members of the Finance Subcommittee and can be provided to the full City Council.

Councilmember Nuñez had the same comment as Councilmember Phan and he supported transparency. He thought the Finance Subcommittee met monthly to review credit card bills, contracts up to \$100,000 and other items as its assigned task.

Councilmember Montano asked Mr. Phan about his concern on the transparency issue. He said it was about understanding decisions made and to explain to the public each one's reason. Ms. Montano wanted to change the City Manager's authority to \$50,000 (from \$100,000).

Mayor Tran responded about how the Finance Subcommittee operated more recently, with information provided to the two Subcommittee members routinely by e-mail.

Councilmember Nuñez requested to put on the next Council meeting, regarding that Subcommittee, to have a full discussion about the Finance Subcommittee and its role.

Councilmember Montano stated, when bringing it back, she would approve the City Manager to have authority of \$100,000 for contracts.

Vice Mayor Dominguez suggested to have maybe one Subcommittee meet right after the other, since its members were the same on Rules and Finance (herself and the Mayor).

Councilmember Phan said to be transparent, publish the finance information online. Maybe have the City Attorney's signature as well, with which Councilmember Nuñez agreed.

Councilmember Nuñez asked questions about new positions in the Recreation Services Department and a study that was being done. Recreation Director Renee Lorentzen responded. Mr. Nuñez asked Public Works Director Tony Ndah questions about his department staffing as well as City Engineer Steve Erickson about positions to be added to the budget.

Mr. Nuñez commented on the staffing proposed to assist the City Council and felt the Administrative Assistant recommended by staff was not the level of support he looked for. Rather, he wanted an analyst, a person who could do research and analysis for City Councilmembers. The Assistant City Manager responded on the higher costs for an analyst position rather than administrative assistant. He commented on a grant writer position which he did not want to fund, but rather have a person fund their own position first. He inquired about the City Manager's office limited term management fellow. He did not see a position for communications on the list, while he saw a need for that so look at contracting out some of this work – for a newsletter, website, video, etc.

Councilmember Phan agreed with Councilmember Nuñez on contracting out. Mr. Phan asked questions about a Case Worker on the position list, and whether the person needed to be a licensed social worker. The Recreation Director replied that it would depend on what was written in the job description. He asked about the Management Fellow and Ms. Kantak explained it was part of the "Next Gen" program of San Mateo and Santa Clara Counties. Mr. Phan wanted to see clear goals and a specific objective for the position. He wanted professional development for the staff the City had presently to give them opportunity and empower current staff, before looking elsewhere.

Councilmember Montano stated she was okay with most positions on the list. For the Grant Writer, that was another assignment for somebody else and she did not support that one. On staff for Council, she supported a position at analyst level. If taking away some duties from the Executive Assistant to give those to an Administrative Assistant, then she would not support giving a higher level raise to new position of Senior Executive Assistant. She wanted the new position for City Council to report to the City Clerk.

Vice Mayor Dominguez was hearing that staff was stretched thin, while the City was growing rapidly. She supported a Grant Writer position as temporary. She commented on the support position for City Council, it was good for a fellowship and to get experience. She asked staff to look at the same program, funnel more fellows with \$60,000 or more funding for it. Bring in fellows to give them experience. Council needed help with analyzing material and assistance so maybe have three positions shared among all five.

Councilmember Phan supported a fellowship program, and to nail down the scope of the direct reporting (who it would be). Continue to invest in professional development for current staff. He agreed with the Vice Mayor that administrative support to Council might not be the no. 1 need. He'd want support in terms of communications, talking to media, which could be contracted with a vendor.

Councilmember Montano liked the Vice Mayor's idea to have several fellows shared for all of the City Council.

Councilmember Nuñez liked the shared concept on use of multiple fellows. He asked to look at where they may come from. Ms. Kantak replied the City could look at options with funding approved, and come back to Council. She mentioned San Jose State University and Santa Clara University as possible places to get fellows or interns with a valuable mentoring component.

Mayor Tran asked how much money the City received in grants last year. Ms. Kantak replied there was some grant funding, but she would have to get back to him with a comprehensive number. The Mayor asked Ms. Lorentzen about the Case Manager position at Senior Center and how many people would be served (as proposed) and she replied currently served about 700. Mayor Tran would want the newly classified Program Coordinator position to have a Master's Degree and/or be a LCSW. Staff responded that the position would need to be classified at a higher level than Coordinator and staff would have to bring that back to City Council.

Councilmember Montano stated she now would be in favor of a grant writer position. The federal government gives out a lot of grants, and thinking about it for housing needs and for the Housing Authority.

Councilmember Nuñez agreed with the Mayor on the need to have someone with an MSW degree for the social service position. Building & Housing Director Sharon Goei replied that these would be two positions, to work together with the Recreation Department staff. Mr. Nuñez would like staff hired who were bilingual, since there was a need for that in the community.

More than \$700,000 was received in federal grants last year, the Finance staff reported, for the City Council.

Next discussed was the upcoming five year Capital Improvement Program (CIP), including many projects throughout the City.

City Engineer Steve Erickson identified key changes in the proposed CIP since the March 12 and May 15 study sessions.

Mayor Tran thanked him and was excited about the projects in the upcoming CIP which addressed major needs of the community, especially roads and streets improvement. The Mayor asked staff about 20 radar speed signs and feedback on locations for those. He asked Mr. Erickson if these would be nearby families and neighborhoods, and staff said they'd be near schools mostly.

The Mayor commented on reserves, with more going to one time costs, and he felt it was important to keep those high.

Councilmember Nuñez sought more understanding of funding more CIP items from unassigned reserve funds. He asked questions on items no. 1 - 9, on a slide of the key changes, with the CIP projects listed. Mr. Nuñez asked staff to make sure all of the projects went out to the public for the community to give input and feedback.

Vice Mayor Dominguez said she did not support no. 2, green bike lane (paint) installation. She wanted a "FRED" program like in San Diego, which was very cost effective. She supported other items listed 1 – 9 but not green bike lanes.

Mayor Tran supported the CIP for Green Bike Lane Installation at \$300,000.

Councilmember Montano spoke on radar speed feedback signs, and asked if that included flashing crosswalks. Mr. Erickson stated those were included in no. 4, Installation of Enhanced Crosswalk Striping/Beacons. Ms. Montano commented on some specific locales around the City. She asked staff to include Alviso Adobe and Higuera Adobe as added to an appropriate CIP so that gutters with leaves in them were cleared regularly. Ms. Montano wanted future discussions on City trees that were planted on private property. Maybe allow residents to take care of those trees, not the city, and the Public Works Director noted that was for a larger discussion.

Councilmember Montano wanted to know how much was spent on Dempsey Road work. The City Engineer replied that design work on water lines, storm drain, and recycled water had been done, but not yet constructed. That was what was in the CIP now.

Councilmember Nuñez asked if the dollars on the screen came from reserves. If City Council chose not to fund any of items no. 1 – 9, he asked to confirm that the money would go back to reserves. Staff confirmed that.

Next, Mayor Tran re-opened the public hearing for audience comments.

Rob Means, resident of 1421 Yellowstone, said projects come and go on the CIP. Consider "PRT" a project for funding to move people. He also referred to the "CAP," Climate Action Plan, adopted by City Council in 2013 which was overdue for an update.

Allysson McDonald, resident, thanked staff for recommending the Sandalwood Park improvements project in the CIP. She would love to see bike line improvements and crosswalk enhancements. The City could find studies improving bike safety, and those projects would be awesome. Those were not counter to traffic improvements. Funding for creekside trails would be helpful, she suggested.

Tom Valore, resident, said the issue of unfunded liability for pension/retirement program was important, and sunk some cities across the country. If there was a downturn in the economy, how long would reserves sustain the staffing, and at what point would layoffs be necessary for the City government?

Sherry Burns, Silicon Valley Independent Living Center, helped those with services for those with disabilities. She referred to a letter sent in earlier to all of the City Council. A high priority was for having help with rental assistance for low income and needy residents. She recommended \$100,000 be set aside for rental assistance to keep people in their housing to avoid homelessness.

Yolie Garcia, resident, asked if there was funding for tenant emergencies for those in crisis, moving or for water utilities expense.

(1) Motion: to close the public hearing, initially opened on June 6, 2019

Motion/Second:

Councilmember Nuñez/Councilmember Phan

Motion carried on a vote of:

AYES: 5

NOES: 0

Councilmember Montano wanted to put \$2 million into the Housing fund and to address having an emergency fund. She asked about artificial turf and wondered if that eliminated people from using that area. The Recreation Director explained funding set aside each year to save for future replacement of turf at the Sports Center playing field.

Councilmember Nuñez noted the two Subcommittee meetings scheduled during the week of June 11 on Community Development Block Grant funding and on housing matters. Assistant City Manager Kantak responded, explaining what was included in the budget, regarding fees and charges. Ms. Goei reported that \$2 million was recommended to be allocated to a Housing community service fund, that would meet Council priorities including rental assistance and be flexible.

Councilmember Nuñez referred to the CIP items no. 1 – 9. He did want to consider funds for improvement of trails, as he heard from a speaker. There was a need for community and Council input on these CIP recommendations. He wanted to understand how many people used the walking trails. He wanted to talk about this list more, earlier, before this night and have the community give input on these items totaling \$4 million (from reserves).

Councilmember Nuñez spoke on the youth theater program, stating he did not want to go into an agreement with that group for the next year. It was a lot of money to contribute to one organization at the expense of others. He wanted some type of study since the children's theater program did take up a lot of days in use of the Community Center.

Councilmember Phan asked if bike lanes were limited to bikes, or would it include scooters and skateboards. Address infrastructure for the bike lanes, and availability of bikes, with accessibility of bikes to encourage residents. Bike sharing was happening in other cities, and businesses could get on board with that concept. He urged prioritizing the bike lanes near transit (for the green paint). He urged public-private partnership on bike lanes.

Mr. Phan asked if CIP funds could be used on City buildings. City Attorney Chris Diaz replied that it depends what funds were used.

Councilmember Phan spoke on the Housing Authority money, and asked if Council voted to authorize specific items and funds for that? Mr. Diaz answered, if directed, the Council can set aside \$2 million from Housing Authority to set up programs and ideas discussed at the Housing Subcommittee meeting held earlier this date.

Mr. Phan asked the Public Works Director Tony Ndah if the City had done a water needs assessment. A Water, Sewer, and Storm Master Plan would be done and an RFP had been issued.

Mayor Tran asked Assistant Police Chief Moscuzza about vehicles and bicycles because the Mayor wanted to look at green bike lanes through the safety of students and other residents.

Vice Mayor Dominguez wanted data to prove that painting the road green would help with bicycle safety.

The Mayor mentioned and requested traffic calming measures.

Vice Mayor Dominguez wanted to put \$300,000 out for comment from the public on how to spend funding in the CIP. She urged having a community benefit fund. Ms. Kantak offered that staff could leave the \$300,000 in the General Fund and would come back with other ideas at a future meeting.

Councilmember Montano noted that the Council had added items and programs in the past year, and inquired about the increase in Recreation budget. Recreation Services Director Renee Lorentzen responded that the increase in Recreation Services funding was due to additional and high turnout programs, some that started in the mid-year. Ms. Montano wanted to request - based on what she'd heard in the community - for a Filipino flag raising ceremony around Independence Day, and wanted to know how much would that cost, and ask Council to add that to the budget. Ms. Lorentzen replied approximately \$1,500-\$2,000. Ms. Montano requested to increase to add that into the Recreation budget, and Mayor Tran supported that request for the budget.

Councilmember Montano did not support funding for the Senior Executive Assistant and wanted it to be maintained as an Executive Assistant with no increase in the budget. Also, she supported painting the green bike lanes, as it promoted people riding their bikes and reducing the carbon footprint.

Councilmember Nuñez next wanted to make a motion to move ahead on the budget.

He stated he was not for green bike lane painting. He wanted a study on communication and one on the existing theatre program. The \$300,000 that was not recommended for the bike lanes painting could go back into General Fund, and do other things with that money. He asked to develop a process for the CIP, before projects were brought forward, to make sure there was opportunity for Council input.

He wanted to adopt a Joint Resolution, including his comments (modifications noted) above.

Mayor Tran asked to go over the direction of entire Council comments in the motion, and the Assistant City Manager identified these:

- Include change on the no. 4 added position to have a social worker with a master's degree and appropriate salary
- Regarding staffing item No. 3 for an Administrative Assistant for City Council, do not add a position, but add more funding and come back to Council with some options regarding this staffing need
- On No. 4, Councilmember Nuñez asked if a re-classification study was done regarding position in the City Manager's office. If not supervising, then Mr. Nuñez asked if the change in salary was not needed. Ms. Kantak said the Senior Executive Assistant position would supervise an Office Specialist, along with after hours and other work performed, and changed into an exempt position.

Mayor Tran asked how much experience a person would need to apply to be a Senior Executive Assistant and explanation of exempt versus non-exempt status for the position. Ms. Kantak would need to check on the experience and reply later to him.

Mr. Nuñez called for a straw vote on item no. 4, the staffing request and whether City Council would approve the staff recommendation on the position in the City Manager's office. City Attorney Diaz did so and found three in favor.

The City Council next took votes on the various action items necessary to adopt the FY 2019-20 budget.

(2) (a) Motion: to adopt Joint Resolution No. 8880 / HA 29 of the City Council and Milpitas Housing Authority to approve the Fiscal Year 2019-20 Operating Budget and the 2019-2024 Capital Improvement Program for the City of Milpitas and the Milpitas Housing Authority, and to approve the Appropriations Limit for FY 2019-20

Motion/Second: Councilmember Nuñez/Vice Mayor Dominguez

Motion carried by a vote of: AYES: 5
NOES: 0

(b) Motion: to adopt Resolution No. 8881 amending the Classification Plan to establish new classifications and create title changes and salary ranges, adjusting the number of positions on the Authorized Position List, adjusting salary ranges for specific classifications, establishing classification title changes and amending specific budgeted, allocated positions; and, action did not include the addition of Administrative Assistant for the City Council on the list of positions (in section B, page 2)

Motion/Second: Councilmember Nuñez/Councilmember Phan

Motion carried by a vote of: AYES: 5
NOES: 0

(c) Motion: to adopt Resolution No. 8882 to amend the Classification Plan to adjust the hourly rate and ranges for classifications due to the minimum wage ordinance (to \$15.00 per hour)

Motion/Second: Councilmember Nuñez/Vice Mayor Dominguez

Motion carried by a vote of: AYES: 5
NOES: 0

(d) Motion: to adopt Resolution No. 8883 amending Limited Service Employees' eligibility for and list of fringe benefits

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by a vote of: AYES: 5
NOES: 0

(e) Motion: to approve requests for the City Manager and elected officials to travel out of state in FY 2019-20, per City policy

Motion/Second: Councilmember Montano/Councilmember Nuñez

Motion carried by a vote of: AYES: 5
NOES: 0

2. Continued Public Hearing on FY 2019-20 Community Development Block Grant (CDBG) Program

Housing Authority Administrator Robert Musallam reviewed why the Council was reviewing the recommendations for CDBG funding for FY 2019-20, and summarized what had occurred since the last City Council meeting. Various letters from non-profit organizations had been received in the past week expressing how applicants had met, and discussed their scope of services provided to programs and clients that specifically supported established Council priorities.

Mr. Musallam reviewed in detail the CDBG funding available for Public Services, administration and Capital Allocation. The City Council CDBG Subcommittee had met on Monday (the previous day) to arrive at revised recommendations with the \$10,523 increase each to Catholic Charities and Next Door Solutions. He explained that there was no pre-determined month when CDBG allocations were announced by federal HUD, as it depended on the federal budget cycle. So, the timeline was fluid each year and the actual dollars and date of allocation did vary. He displayed on one slide a proposed process for FY 2020-21.

Vice Mayor Dominguez wished to answer Mayor Tran's question about which agency "lost" the \$10,000 that was added to Catholic Charities Long Term Care Ombudsman Program and Next Door Solution to Domestic Violence. She said none lost out, but rather the project funding was a little higher than originally allocated.

Councilmember Phan thanked the Subcommittee and work of the non-profit groups. He suggested to decide some of the categories ahead of time, and then set aside a percent amount for specific categories of funding with the CDBG allocation. This could help prioritize the funding ahead of the allocated amount being known.

Next, Mayor Tran re-opened the public hearing at 10:02 PM.

Jordan Dancer, manager of Next Door Solutions to Domestic Violence, appreciated funding for her organization, which helped Milpitas women. There was a great need for services.

Wanda Hale, program manager for Long Term Care Ombudsman Program, appreciated the Council looking at this issue and appreciated the additional funding recommended (since the last Council meeting). She thanked the City Council.

Teresa Johnson, Director of nutrition services for The Health Trust, thanked the CAC (Community Advisory Commission), staff and Council for all the work done, and especially the CDBG Subcommittee. She looked forward to working with Council and staff to better serve residents of Milpitas with its Meals on Wheels program.

Georgia Bacil, of Senior Adult Legal Services, provided free legal services to low income seniors in Milpitas over at the Barbara Lee Senior Center. She and her agency appreciated the CDBG funding, and work of the CDBG Subcommittee.

Anne Marquart of Project Sentinel, spoke to the Council and was appreciative of funding.

Tom Valore, resident of Milpitas, recalled that Milpitas Food Pantry previously received CDBG funds. He was curious why that group was not on the list. Staff reported that the group did not submit an application, while the City would support the Food Pantry this year.

Sherry Burns, of the Silicon Valley Independent Living Center, greatly appreciated the City's support, with small but significant increases over the past few years. Her group provided housing workshops for seniors at the Senior Center and had increased the number of very low income seniors served with housing needs.

Evelyn Chua said she noticed that no one agency was funding mental health concerns, while one agency's representative shouted out that her agency did help with some of those needs.

Vice Mayor Dominguez said groups were getting away from offering one service only, and were more integrated in their services.

Mayor Tran commented on various services and needs in the community, especially with regard to mental health needs.

(1) Motion: to move to close the public hearing, following eight speakers

Motion/Second: Councilmember Montano/Vice Mayor Dominguez

Motion carried by a vote of: AYES: 5
NOES: 0

Councilmember Nuñez commented a bit on the process and the non-profit groups noting that he had "got out of the way" to allow the Vice Mayor and himself to do their work on the Subcommittee. He thanked the staff of the non-profit organizations and the City staff for all of the work done on this subject.

(2) Motion: to approve Community Development Block Grant funding for Fiscal Year 2019-20, of \$608,735 in total

Motion/Second: Councilmember Nuñez/Vice Mayor Dominguez

Motion carried by a vote of: AYES: 5
NOES: 0

(3) Motion: to approve FY 2019-20 Action Plan on Community Development Block Grant program in Milpitas

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by a vote of: AYES: 5
NOES: 0

(4) Motion: to authorize the City Manager, or designee, to make any necessary changes to the approved draft FY 2019-2020 Action Plan as needed to comply with CDBG submission guidelines

Motion/Second: Councilmember Nuñez/Vice Mayor Dominguez

Motion carried by a vote of: AYES: 5
NOES: 0

(5) Motion: to authorize the City Manager to execute agreements with the approved CDBG recipient organizations

Motion/Second: Councilmember Nuñez/Vice Mayor Dominguez

Motion carried by a vote of: AYES: 5
NOES: 0

CONSENT CALENDAR

Motion: to approve the Consent Calendar including agenda items no. 3 - 7

Motion/Second: Councilmember Montano/Councilmember Nuñez

Motion carried by a vote of: AYES: 5
NOES: 0

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| 3. Adopt a Resolution | Adopted Resolution No. 8884 authorizing access to state and federal level Summary Criminal History Information for Employment, Certification, and Licensing Purposes for the Milpitas Police Department. |
| 4. Agreement with ADS | Approved a Professional Service Agreement with ADS Environmental Services for Flow Monitoring Consulting Services for an amount note to exceed \$160,000. |
| 5. Amendment No. 1 to Agreement with West Yost | Approved and authorized the City Manager to execute Amendment No. 1 to the agreement with West Yost Associates for Design Services for Main Lift Odorous Emissions Control Facility for an additional amount of \$36,340 for the identified additional services. |
| 6. Amendment No. 3 to Agreement with HMM Inc. | Approved and authorized the City Manager to execute Amendment No. 3 to the Consulting Services Agreement with HMM, Inc. for the Midtown Street Light and Utility Underground 2017, Projects No. 3430 and No. 3425. |
| 7. Adopt a Resolution | <p>1. Adopted Resolution No. 8885 to approve project Plans and Specifications for the Creighton Park Renovation, Project No. 5109, award a construction contract to Marina Landscape Inc. in the amount of \$2,389,435 and authorized the City Manager to execute the contract.</p> <p>2. Authorized the City Manager to execute Amendment No. 1 to the Professional Services Agreement with BFS Landscape Architects to increase compensation by \$70,530 for the project.</p> |
| ADJOURNMENT | Mayor Tran adjourned the joint meeting at 10:34 PM. |

*Meeting minutes respectfully drafted and submitted by
Mary Lavelle, City Clerk*

Draft **MEETING MINUTES**
CITY OF MILPITAS

Minutes of: **Special and Regular Meetings of the
Milpitas City Council**
Date: **Tuesday, June 18, 2019**
Time: **5:30 PM Closed Session
7:00 PM Open Session**
Location: **Council Chambers, Milpitas City Hall,
455 East Calaveras Blvd., Milpitas**

CALL TO ORDER Mayor Tran called the joint meeting to order at 5:31 PM. City Clerk Mary Lavelle called the roll.

PRESENT: Mayor Tran, Vice Mayor Dominguez, Councilmembers Montano and Nuñez

ABSENT: Councilmember Phan was absent at roll call. He arrived in Closed Session.

CLOSED SESSION City Council convened in Closed Session to discuss six agenda items, five as listed on the Regular Meeting agenda (a) – (e) and one listed on a Special Meeting agenda.

At 6:30 PM, City Council paused from Closed Session to go outdoors to join the City-sponsored “Juneteenth” celebration at Cesar Chavez Plaza. The Council reconvened in Closed Session.

City Council came out from Closed Session to the dais for the Open Session regular agenda at 7:46 PM.

ANNOUNCEMENT City Attorney Chris Diaz stated out of Closed Session the following Council actions:

- (1) City Council agreed by unanimous vote to approve a side letter with the Milpitas Police Officers Association regarding retiree dependents’ health care benefits. That document would be available with the City Clerk or Human Resources Director.
- (2) City Council agreed to changes, regarding the open session agenda item no. C14, on an amendment to the agreement with the law firm BB&K. A new version of the modified amendment was handed to the City Clerk and would be the version for Council action.
- (3) Regarding Agenda Item No. 19, for the appointment of Steve McHarris as interim City Manager, there was one modification to the Resolution to remove item 3.

PLEDGE Resident Voltaire Montemayor led the pledge of allegiance.

INVOCATION Councilmember Nuñez led a prayer from the dais to start the meeting.

PRESENTATIONS Mayor Tran presented:

- (1) Certificates to students for efforts on “All Hearts One Bullet” High School event to speak out and combat gun violence on school campuses, which was accepted by Nisha Porchezhiyan and Sean Nguyen.
- (2) Proclamation of *Philippines Independence Day* for June 12, 2019 was presented by Vice Mayor Dominguez to women representatives of Bayanihan Fil-Am Foundation.

PUBLIC FORUM Frank DeSmidt, Milpitas Rotary Club and Chamber of Commerce representative, announced that on Thursday, July 25 there would be the Chamber’s annual awards banquet at Embassy Suites Hotel. On September 27, at the same hotel, would be the Chamber’s Casino Night fundraiser.

George Lund, resident and property owner, would like something done about corruption at Milpitas Code Enforcement. He claimed felonies were done by that office. He’d been harassed

regarding feral cats at his home, where he fed the animals. He received a citation from the Fire Marshal about weeds on his property while city property had nine foot weeds on it.

Tom Valore, resident, posed two questions the previous week at the City Council meeting, but he did not hear back from any Councilmember nor staff on those. He spoke of the need for attention to gun violence. He thanked Council for attention and time at this meeting.

Rob Means, 1421 Yellowstone, went to a presentation the prior Saturday, regarding “draw down” of CO2 in the atmosphere. He quoted information from scientists and others.

Voltaire Montemayor, resident, saluted the Filipino people, who were everywhere in the Bay Area. He spoke of the variety and dedication of people of the Philippines and his own family.

ANNOUNCEMENTS

Interim City Manager Steve McHarris announced the City’s annual celebration of the 4th of July in Milpitas, with fireworks display in the evening from the sports field. City offices would be closed on 4th of July, while the Police and Fire Departments were not affected by the closure.

The next City Council meeting would be on Tuesday, August 13, if the consent calendar agenda item no. C2 was approved, and the regular meeting of Tuesday, August 6 would be canceled (due to National Night Out).

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTION

City Attorney Diaz asked Councilmembers if they had any personal conflicts of interest or reportable campaign contributions. By roll call, no conflicts were reported.

Regarding agenda item no. C9 (assumption of agreements), Councilmember Montano reported receipt of a campaign contribution from the McCarthy family. Similarly, Mayor Tran reported campaign contributions of \$100 or more from McCarthys or those affiliated with McCarthy Ranch. City Attorney Diaz remarked that the information reported did not preclude Council members from voting.

APPROVAL OF AGENDA

Motion: to approve the meeting agenda, as submitted

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by a vote of: AYES: 5
NOES: 0

CONSENT CALENDAR

Motion: to approve the consent calendar including agenda items no. 1–7, 9, 10, 12–14, and 19

City Clerk Mary Lavelle made the announcement of the election result for agenda item C5, in which the one property owner/voter voted yes, agreeing to annexation into CFD 2005-1.

Interim City Manager McHarris requested that the Council remove item no. C8 (economic development strategy) from consent for a staff report.

City Attorney Diaz commented that item no. C4 (budget adoption) would be modified to remove the City Manager from the Resolution regarding unrepresented employees. Also, the attorney had provided a modified Resolution to the City Clerk for item no. C14 (amendment to BB&K Agreement).

Mayor Tran wished to place item no. 19 (Resolution on interim City Manager) onto consent. Mr. Diaz responded that would be acceptable, as long as he disclosed aloud the compensation to the City Manager was at the annual salary of \$298,000.04. A budget appropriation was not needed (though it had been requested in the staff report).

Councilmember Nuñez stated he wanted to amend item no. C2 to do so for every year, to move the Council meetings to the second Tuesday in August and not to have Council meetings on the first Tuesday in August due to National Night Out activities.

Councilmember Montano wished to remove item no. C11 (wet well in stormwater system) from consent.

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by a vote of: AYES: 5
NOES: 0

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| C1. Council calendars | Accepted City Council calendars for June and July 2019. |
| C2. August meetings | Canceled the regularly scheduled City Council meeting on August 6, 2019 and called for a Special City Council meeting on August 13, 2019, due to the observance in Milpitas of National Night Out on August 6 and on the first Tuesday each August annually. Councilmember Nuñez clarified at the consent calendar vote that he desired this action to be for all future years. |
| C3. Meeting Minutes | Approved City Council meeting minutes of June 4, 2019. |
| C4. 3 Resolutions related to employee agreements | <ol style="list-style-type: none"> 1. Adopted Resolution No. 8886 approving a new Memorandum of Understanding between the City of Milpitas and United Public Employees of California (UPEC) Mid-Management and Confidential Unit (MidCon) covering the period of July 1, 2019 through June 30, 2023. 2. Adopted Resolution No. 8887 approving a new Memorandum of Understanding between the City of Milpitas and the Professional and Technical Group (ProTech) of employees covering the period of July 1, 2019 through June 30, 2023. 3. Adopted Resolution No. 8888 updating the Unrepresented Miscellaneous, Police and Fire Management Salary and Benefit Matrix covering the period of July 1, 2019 through June 30, 2023. |
| C5. Resolution – Annex Property into CFD 2005-1 | <ol style="list-style-type: none"> 1. Adopted Resolution No. 8889 certifying election results and adding Tract No. 10470 to Community Facilities District 2005-1 (Annexation No. 20); and 2. Approved Final Tract Map No. 10470, accept all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and 3. Approved and authorized the Interim City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Eighty-Eight Homes LLC. |
| C6. Resolution – Skate Park | Adopted Resolution No. 8890 approving project plans and specifications and awarded a construction contract for the Base Bid plus Add Alternates 1 and 4, authorized the Interim City Manager to execute the contract with Suarez and Munoz Construction, Inc. in the amount of \$4,579,156 for the Milpitas Skate Park and Concession/Storage/Restroom Buildings, Projects No. 5111, No. 3424 and No. 6133, and authorized the Engineering Director/City Engineer to negotiate and execute contract change orders in an aggregate amount not to exceed \$690,000; approved budget appropriation in the amount of \$800,000 from the General Fund Unassigned Reserves. |
| C7. Resolution – Xerox | Adopted Resolution No. 8891 authorizing the City Manager to execute a lease with Xerox Corporation for copier/multifunction digital devices and full service maintenance through a Cooperative Procurement Contract by Region 4 Educational Services Center for a 60-month (5 year) maximum contract amount of \$292,867. |
| 8. RFP for Economic Development | <p>Economic Development Director Alex Andrade provided an overview of the Request for Proposals for an economic development strategy for the City of Milpitas.</p> <p>Councilmember Montano asked how staff would prevent displacement of small businesses, and Mr. Andrade replied that would be part of the results of the final reports. Consultant Ms. Sujata Srivastava from Strategic Economics also responded to her question.</p> <p>Vice Mayor Dominguez was concerned about displacement of those businesses and wanted to be challenged with policy or strategies that had not been done in Milpitas.</p> <p>Councilmember Nuñez wanted to know how the Community Development Roundtable operated,</p> |

with respect to this plan and Mr. Andrade commented. He asked additional questions on employment density near transit.

The consultant came forward stating she'd worked previously with the cities of Cupertino, Redwood City, Alameda and other Bay Area locales.

Councilmember Montano asked the difference between the economic development strategy of five years ago, and what would be done today. It seemed to her the last effort on this was only shelved. She asked staff to provide the past strategy to the consultant.

Vice Mayor Dominguez would support this request for the study while strategies and priorities were being worked on at the Economic Development Commission and by staff. The 2005 strategy was outdated so a new one was needed.

Councilmember Phan would like a Trader Joe's store in Milpitas and was excited moving forward with this strategy. He asked if the study would relate to revenue growth of the City. Mr. Phan suggested to inventory public properties or consider land banking. He liked the Smart City element and understanding infrastructure needs.

Mayor Tran was concerned that sales tax was down this past month. This strategy could help to jump start that source of revenue. Maybe urge a change and an update to retail sector. He then welcomed comments from the audience.

Tom Valore, resident, agreed there was a need for an economic development strategy, especially after being on the Board of Directors at Milpitas Chamber of Commerce. He wanted to understand why this strategy was being outsourced and not done internally by City staff.

Voltaire Montemayor, resident, noted the rating was so high, while and the need and usefulness was there. Work with good quality, with concern for expense, he said.

Motion: to approve and authorize the Interim City Manager to execute a Professional Services Agreement with consultant Strategic Economics for development of an Economic Development Strategy in the amount of \$129,985

Motion/Second: Councilmember Montano/Vice Mayor Dominguez

Motion carried by vote of: AYES: 5
NOES: 0

C9. Assume First Amendment to McCarthy Ranch Development Agreements Approved form Partial Assignment and Assumption Agreements to Embarcadero Capital Partners and Bridge Development Partners and authorized the Interim City Manager to execute the assignments, subject to minor conforming and clarifying changes approved by City Attorney.

C10. Digital Billboard Directed the Interim City Manager to proceed with a City Digital Billboard Guidance Study through a Professional Services Agreement.

11. Agreement with Peninsula Pump & Equipment for Wet Well Rehabilitation Councilmember Montano wished to comment on wet wells in the stormwater system. For these pumps, there must be a lack of debris in stormdrains, so residents needed to concentrate with the city on cleaning up streets. Public Works Director Tony Ndah explained the need for work on the wet well, and responded to her comments.

Motion: to approve a five-year Agreement with Peninsula Pump & Equipment Inc. from the date of execution through June 30, 2024, for a total maximum compensation of \$457,800, to provide Wet Well Rehabilitation and Annual Maintenance Services, subject to annual appropriation of funds

Motion/Second: Councilmember Montano/Councilmember Phan

Motion carried by vote of: AYES: 5

NOES: 0

- C12. Purchase Mobile Stage Awarded the bid to Stageline Mobile Stage, Inc. in the amount of \$190,543 for the purchase of a Stageline SL100 Mobile Stage and authorized the City Manager to execute an Equipment Purchase Agreement.
- C13. Stormwater Agreement Approved and authorized the Interim City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement with Waterstone Community Association for the Waterstone residential project at 1494-1600 California Circle.
- C14. BB&K Amendment 1. Approved Amendment No. 1 to the agreement (updated version, as noted by City Attorney) with Best, Best & Krieger, LLP increasing the Agreement's not to exceed amount to \$2,862,250 and extending the term to June 30, 2021.
2. Approved a budget amendment to appropriate an additional \$337,000 to the City Attorney's operating budget in Fiscal Year 2018-19.

PUBLIC HEARING

15. Adopt Ordinance No. 38.834

Planning Director Ned Thomas gave overview remarks and then introduced Senior Planner Rozalynne Thompson who provided an oral report on the Administrative Hearing process for zoning matters, included in the proposed ordinance. A Zoning Administrator was recommended in the ordinance, which was heard by and recommended by the Milpitas Planning Commission with three specific comments she detailed.

Adoption of the ordinance would discontinue the current Planning Commission Subcommittee to streamline processes and conduct public hearings on a regular basis for flexibility and frequency of project approvals. She reviewed the roles of the Commission and the City Council and extent of authority on permits and other actions.

Councilmember Phan asked some questions about a chart displayed. Site Development Permits could be approved by the Zoning Administrator, with appeal possible to the full Planning Commission (unlike what was noted on the slide), he confirmed.

Mr. Thomas read aloud some of the language in the ordinance that was revised from the copy of Ordinance that was in the agenda packet, as Mr. Diaz suggested he do. Councilmember Phan wanted that language removed (2nd item) not the "contentious" wording.

Next, Mayor Tran opened the public hearing. Resident Voltaire Montemayor commented.

(1) Motion: to close the public hearing, following one speaker

Motion/Second: Councilmember Montano/Councilmember Nuñez

Motion carried by vote of: AYES: 5
NOES: 0

Councilmember Phan asked if the slide was a staff or Commission recommendation. Ms. Thompson responded it was from the Planning Commission, which had followed staff's recommendation. Mr. Phan wanted Council to adopt the Ordinance with staff recommendations (not the Planning Commission) with changes noted by Mr. Thomas earlier, and his one change as discussed – on the appeal process.

City Attorney Diaz read aloud the title of Ordinance No. 38.834, "An Ordinance of the City Council of the City of Milpitas Amending Sections of Chapter 10 of Title V of the Milpitas Municipal Code Establishing an Administrative Hearing Process and Discontinuing the Planning Commission Subcommittee."

(2) Motion: to note the exemption, per California Environmental Quality Act (Guidelines Section 15061(b)(3) (Common Sense Exemption) and Section 15378(b)(5) (not a Project); to

waive the first reading beyond the title and introduce Ordinance No. 38.834 for an administrative hearing process, including language edits in the ordinance as requested and directed by Council

Motion/Second: Councilmember Phan/Councilmember Montano

Motion carried by vote of: AYES: 5
NOES: 0

COMMUNITY DEVELOPMENT

16. Planning Commission By-laws

Planning Director Ned Thomas displayed a timeline of past actions regarding updated By-laws for the Milpitas Planning Commission including various amendments. He reviewed with Council the recommended changes, including deleting reference to the Planning Commission Subcommittee (per prior item above), and changing the election of Chair and Vice Chair to January, as other Commissions did. The by-laws included other minor edits.

Councilmember Nuñez asked if all City Commissions were doing this. Staff responded that the Commissioners Handbook for all Commissioners was adopted in 2018 and by-laws for all other were already updated in 2019. He asked why the Planning Commission was required to state a reason for abstaining from a vote on any item (it was not state law, per City Attorney).

Mr. Nuñez also commented about members putting items onto the Commission agenda. The City Attorney could clarify in scope the items that would be within their duties and responsibilities.

Motion: to adopt Resolution No. 8892 approving the Milpitas Planning Commission By-laws update, including changes requested by Councilmember Nuñez

Motion/Second: Councilmember Montano/Councilmember Nuñez

Motion carried by vote of: AYES: 5
NOES: 0

PUBLIC SAFETY

17. Ordinance No. 172.6 Massage Businesses

City Attorney Chris Diaz presented the massage regulations ordinance update, which was very much needed in the Milpitas Municipal Code dealing with many community issues of concern.

He provided history, including statewide legislation Senate Bill 731 in 2010 and Assembly Bill 1147 in 2014, of regulatory controls on massage businesses throughout the state, with changes to those statewide in the past decade. The legislation reflected official's desire to deal with prostitution, sex trafficking and health & safety issues. Mr. Diaz listed key changes in local law in the new ordinance including potential for massage establishment permit revocation and the enforcement ability by city officials.

Compliance with the new ordinance was proposed to occur by January 1, 2020. Massage therapists operating in the City would have to get state certification by that date also.

Mayor Tran commented in support for the ordinance, and stated his concern for girls and women in the businesses. He noted the important role of the Police Department to be called in to investigate such businesses when needed. He asked the City Attorney to clarify practitioner permit and massage practitioner versus therapist. Mr. Diaz would get back to him on the exact definitions.

Councilmember Nuñez asked if code enforcement would be done by Milpitas Police and whether there would be active enforcement or other steps. Assistant. Police Chief Moscuza came to the podium to reply on the police's role (on violation of law or criminal acts) versus code enforcement (applying the municipal code locally). Mr. Nuñez wanted to do more than just adopt an ordinance to prevent issues of prostitution or ill treatment or trafficking of girls/women at

massage businesses.

Vice Mayor Dominguez was in favor of the certification process, including a labor component and concern for labor exploitation. She asked to understand permit revocation process.

Mr. Diaz explained what would be required come January 1, 2020, if City Council did adopt the proposed ordinance.

There was discussion of Certified Massage Therapist and Certified Massage Practitioner, and the level of schooling required for state certification from the California Massage Therapy Council. Vice Mayor Dominguez supported 500 hours of education, as required.

Councilmember Nuñez also supported that. He sought clarification about which City Department staff would enforce the new regulations. Planning and Police would allow for the Massage Establishment Permits.

City Attorney Diaz read aloud the title of Ordinance No. 172.6, “An Ordinance of the City Council of the City of Milpitas Amending Chapter 6 of Title III of the Milpitas Municipal Code Relating to Massage Establishments and Practitioners.”

(2) Motion: to waive the first reading beyond the title and introduce Ordinance No. 172.6 related to updating regulations for massage establishments in Milpitas

Motion/Second: Councilmember Nuñez/Vice Mayor Dominguez

Motion carried by vote of: AYES: 5
NOES: 0

LEADERSHIP

18. Update on City Council Rules Subcommittee

Assistant City Manager Ashwini Katak provided background on meetings to date of the City Council Rules Subcommittee. She detailed feedback from the Mayor and Vice Mayor on how that Subcommittee would operate to review City Council agenda items, approve agenda topics, and meeting management items.

She identified elements of the scope and guidelines of the subcommittee. It would review and approve the next City Council agenda, and look at a draft of the subsequent meeting, and review a rolling six months’ list of Council agenda items. She described a new Agenda Item Request Form (draft included in the agenda packet) City Councilmembers would submit five days before a Rules meeting to the City Manager, City Attorney and City Clerk. Those forms would provide opportunity for review by the Rules Subcommittee, but not be required to be approved before adding a Councilmember’s item to any regular meeting agenda.

Also discussed was criteria for consent calendar items (five bullets displayed). Items removed from consent may be heard last or at a subsequent meeting.

Vice Mayor Dominguez thanked the staff for work on this proposal and asked for approval from her colleagues.

Councilmember Nuñez heard no mention of administration bringing things forward to Council. The process allowed for more discussion of items coming forward to the full City Council for things being requested. In this way, not all items would be brand newly heard for the first time at a City Council meeting.

Motion: to receive update report from staff and direct staff to incorporate the recommendation for implementation of the new procedures of the City Council Rules Subcommittee

Motion/Second: Vice Mayor Dominguez/Councilmember Phan

Motion carried by vote of:

AYES: 5

NOES: 0

19. Resolution related to Interim City Manager

This item was added to the consent calendar. Earlier in the meeting, the City Attorney had announced the specific salary for the City Manager position. Adopted Resolution No. 8893 affirming the appointment of Steven McHarris as City Manager on an interim basis and approving specified salary (\$298,000) and benefits for the position. No budget amendment was necessary and therefore was not included in the vote on consent.

REPORT OF MAYOR

20. Planning Commission appointment

City Attorney Diaz explained why this topic was back on the agenda, and defined the California Government Code section with the Mayor's duty to make appointments to Commissions, Committees and boards, with concurrence by the City Council.

Mayor Tran commented, and spoke in support for Commissioner Ricky Ablaza, He asked City Council to send him any recommendations they may have for appointments to various Commissions. He also asked staff to send out Commission rosters to the City Council and indicate where there were vacancies.

Councilmember Nuñez was glad the appointment was back on the agenda this evening. He would seek to make some recommendation to other Commissions over the summer. He commented about other Commissions and terms of service.

Motion: to appoint Ricardo Ablaza to the Milpitas Planning Commission to a term that would expire in December 2020

Motion/Second:

Councilmember Nuñez/Councilmember Phan

Motion carried by vote of:

AYES: 5

NOES: 0

NEXT AGENDA

21. Preview next agenda

The next City Council agenda would a Special (not regular) meeting on August 13, not on August 6, based on the vote earlier on consent.

Councilmember Montano requested to close the meeting with a moment of silence in memory of Bud LoMonaco Sr., who died June 12 in San Jose.

ADJOURNMENT

Mayor Tran adjourned the meeting at 11:05 PM.

*Meeting minutes respectfully drafted and submitted by
Mary Lavelle, City Clerk*



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Mayor's Recommendation and Move to Re-appoint One Commissioner on the Milpitas Veterans Commission (Contact: Mayor Tran, 408-586-3029)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/13/2019
Staff Contact:	Mayor Rich Tran, 408-586-3029
Recommendation:	Receive Mayor Tran's recommendation, and move to re-appoint Commissioner Art Ebright to the Milpitas Veterans Commission to new 3-year term that will expire in February of 2022.

Background:

Terms of service on the Milpitas Veterans Commission last for three years, according to the by-laws. Currently one Commissioner has a term that expired at the end of February 2019. Those seeking re-appointment may contact the Mayor directly to make a request for reappointment.

Mayor Tran received a re-appointment request from Commissioner Art Ebright who was first appointed to the Commission on February 16, 2010. The Mayor recommends Mr. Ebright for re-appointment to serve a full term of three years on the 7-member Veterans Commission, his term that will expire in February of 2022.

Recommendation:

Receive Mayor Tran's recommendation, and move to re-appoint Commissioner Art Ebright to the Milpitas Veterans Commission to new 3-year term that will expire in February of 2022.

Attachment: none



CITY OF MILPITAS AGENDA REPORT (AR)

4.

Item Title:	Approve and Authorize the City Manager to Execute a Temporary Fire Station No. 2 Lease Agreement for 1126 Yosemite Drive
Category:	Consent Calendar-Community Development
Meeting Date:	8/13/2019
Staff Contact:	Alex Andrade, 408-586-3046
Recommendation:	Approve and authorize the City Manager to execute a Lease Agreement for a temporary fire station located at 1126 Yosemite Drive by and between the City of Milpitas ("Tenant") and Casetronic Engineering Group ("Landlord") for a term of two years plus two six-month options, for a total of three years, commencing on August 13, 2019.

Background:

Fire Station No.2 is located at 1263 Yosemite Drive, at the corner of Yosemite Drive and S. Park Victoria Avenue. Since Fire Station No. 2 was built in 1968 and has reached the end of its service life, it needs to be rebuilt. Design and construction of Fire Station No. 2, Project No. 3447, is in the approved 2019-2024 Capital Improvement Program (CIP). The total project budget for improvements is \$17.2 million, which includes costs associated with the temporary fire station, demolition, new fire station and furniture, fixture and equipment (FF&E). The existing fire station building will be demolished in late Quarter 2 (2020) and the proposed new building will be constructed at the same site in late Quarter 4 (2021).

During the construction, operations of Fire Station No. 2 will need to be relocated to a temporary fire station near the current location at 1263 Yosemite Drive. Staff reviewed over a dozen temporary commercial and industrial project site locations and has identified 1126 Yosemite Drive as the best available location for a temporary Fire Station No. 2 due to its close proximity to the current fire station, and the cost associated with retrofitting the space. The temporary fire station will house three fire fighters and one fire engine. The City's use of 1126 Yosemite Drive as a temporary fire station will require a Lease Agreement as well as a Municipal Code Amendment to allow for a public safety facility use in an industrially zoned area.

Analysis:

The industrial building located at 1126 Yosemite Drive is owned by Casetronic Engineering Group and measures a total of 12,084 square feet. There are currently two tenants occupying 6,084 square feet of the overall building. The proposed Lease Agreement would include the remaining 6,000 square feet of the building for the temporary fire station use. The interior space includes a 2,000 square foot office, 1,200 square foot flex space, 2,800 square foot warehouse with 18' height clearance and an exterior 1,200 square foot enclosed side yard. The temporary fire station includes 15 surface parking spaces and two drive-in bay doors for easy fire engine ingress and egress with ample height clearance. The overall space can accommodate both the fire engine and living space for Fire Department personnel.

At the June 18, 2019 Closed Session, the City Council discussed Price and Terms associated with issuing a Letter of Interest to lease property located at 1126 Yosemite Drive for the purpose of a temporary fire station.

The 1126 Yosemite Drive property is located within an industrial zone and therefore a Municipal Code Zoning Text Amendment is required to allow for public safety uses, such as fire stations and police stations, at this site. At the June 26, 2019 meeting, the Planning Commission recommended approval of the aforementioned zoning text amendment. The Council is scheduled to consider the first reading of the proposed amendment at the August 20, 2019 City Council meeting, with adoption on September 3, 2019. 4.

On August 9, 2019, the City Council discussed Price and Terms associated with the proposed Lease Agreement for renting property located at 1126 Yosemite Drive at the Closed Session for the sole purpose of a temporary fire station while Fire Station No. 2 is reconstructed. Council is expected to consider the draft business terms and conditions along with the proposed Lease Agreement at the August 13, 2019 City Council meeting.

Proposed Business Terms and Conditions

In order to ensure the building is equipped and ready to be utilized as a temporary fire station, tenant improvements (TIs) will need to be completed prior to the relocation. The City contracted with Terracon Consultants, Inc. to conduct a Mechanical, Electrical and Plumbing (MEP) Assessment and Testing Report to produce estimated costs for immediate and future repairs of the MEP equipment and systems at the 1126 Yosemite Drive property (Attachment 3). The TIs are estimated to cost approximately \$600,000 and is anticipated to include, but not limited to, the following:

- Retrofitting existing wall between warehouse and office space to be full height with one-hour fire rating;
- Installation of range/oven and hood in the breakroom (range and oven to be property of Tenant after termination or expiration of the Lease);
- Conversion of one toilet to include an ADA compliant shower;
- Installation of one operable window in the building;
- Minimal addition and removal of walls and doors;
- Installation and/or modification of the existing HVAC system;
- Construction of firefighter sleeping quarters; and
- Repair and/or remediation of existing code violations pursuant to Addendum/Attachment 1.

The City, as the Tenant, shall perform all TIs at its sole cost and expense, except the costs which will be divided equally between the Tenant and Landlord as illustrated in the last bullet point. These TIs include condensate drain from roof top units (RTUs) which were routed to the roof drain, HVAC duct insulation damage and sink and associated plumbing estimated at \$3,000.

The Tenant's parking shall include the right to park fire engines on and within the property and shall have unimpeded ingress and egress to and from the premises. The specifications for fire engine ingress and egress to and from the property is set forth in Addendum/Attachment 2. Landlord shall cause all tenants, occupants, guests and invitees to 1126 Yosemite Drive to maintain unimpeded ingress and egress at all times.

The rooms constructed for sleeping quarters will be removed after the City vacates the property, but other improvements may be left in place, if allowed. The design and improvements of the temporary fire station building will take approximately 6 months to complete.

If approved, the Lease Agreement would be by and between the City of Milpitas ("Tenant") and Casetronic Engineering Group ("Landlord") for a term of two years, plus two six-month options (three years total), and would commence on August 13, 2019. The lease price is \$1.40 per square foot, with a 3% annual increase. 24

commencing on the 13th month, plus \$.21 per square foot for property tax and insurance. The security deposit is \$9,660. And, the initial monthly rent will equal \$9,660 as well. Other proposed Lease Agreement provisions are outlined below:

4.

- Tenant will pay for electricity, gas, garbage, cable and internet. Landlord will pay for water.
- Tenant will inform Landlord of its intent to extend the lease 60 days before the end of the applicable term.
- Landlord is allowed to show premises to potential new tenants 60 days before the end of the lease.
- Tenant will be allowed to place signage on the premises at Tenant's expense.
- Tenant will be responsible for routine maintenance and upkeep of the building including drive belt and filter changes for the heating, ventilation, and air conditioning (HVAC) system, and routine maintenance of the electrical, plumbing, and water system including light bulb and ballast changes, and unclogging of drain, etc.
- Landlord will be responsible for HVAC system repairs beyond belt and filter changes and routine maintenance to be completed by Tenant, including the replacement of broken and non-operational HVAC system.

If for some reason the construction of Fire Station No. 2 cannot be completed within the lease term outlined above, staff will return to City Council for consideration of a Lease Agreement extension.

Policy Alternatives:

Alternative 1: Do not proceed with the proposed Lease Agreement at this time.

Pros: Not proceeding with the proposed Lease Agreement would allow staff to continue to research other available property.

Cons: The current real estate market is strong and thus the vacancy rates are low and cost per square foot is high. Staff reviewed over a dozen available commercial and industrial properties, and determined that the 1126 Yosemite Drive property is the best available due to being in close proximity to Fire Station No. 2. This allows for service delivery to not be interrupted.

Reason not recommended: Denial of the recommendation would result in delays to the Fire Station No. 2 replacement project, which is part of the approved 2019-2024 CIP.

Fiscal Impact:

If the proposed Lease Agreement is approved by City Council, the lease is expected to commence on August 13, 2019. The lease price is \$1.40 per square foot, with a 3% annual increase commencing on the 13th month, plus \$.21 per square foot for property tax and insurance. The security deposit is \$9,660 and the initial monthly rent will also equal \$9,660 until the 13th month at which point a 3% annual increase is activated. The lease cost for 24 months is \$234,720 plus \$600,000 for the tenant improvements for a total of \$834,720. The lease and temporary fire station TIs will be funded through the Fire Station #2 Replacement Project (CIP No. 3447). There is \$2.6 million available during the current fiscal year 2019-2020 associated with the effort.

California Environmental Quality Act:

This Lease Agreement is exempt under CEQA Guideline 15301 (Existing Facilities). Section 15301 of the State CEQA Guidelines provides an exemption for “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.” Given that this is a Lease Agreement between the City of Milpitas and Casetronic Engineering Group for a temporary fire station to occupy an existing industrial building located at 1126 Yosemite Drive, the Lease Agreement and proposed tenant improvements are categorically exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines.

Recommendation:

Approve and authorize the City Manager to execute a Lease Agreement for a temporary fire station located at 1126 Yosemite Drive by and between the City of Milpitas (“Tenant”) and Casetronic Engineering Group (“Landlord”) for a term of two years plus two six-month options, for a total of three years, commencing on August 13, 2019.

Attachments:

- Addendum to Commercial Lease Agreement including:
 - Attachment 1 Remediation of Code Violations; and
 - Attachment 2 Parking Requirements
- Mechanical, Electrical and Plumbing (MEP) Assessment and Testing Report
- Draft Commercial Lease Agreement

ADDENDUM TO COMMERCIAL LEASE AGREEMENT

THIS ADDENDUM TO COMMERCIAL LEASE AGREEMENT is attached and made a part thereof to the Commercial Lease Agreement, dated, for reference purposes only, August 9, 2019, (the “**Lease**”) entered into by and between CASETRONIC ENGINEERING GROUP, a California corporation (“**Landlord**”) and the CITY OF MILPITAS, a municipal corporation (“**Tenant**”).

1. Tenant Improvements. Tenant shall complete improvements to the Premises according to Tenant’s approved plans and specifications. Except as noted below, all tenant improvements will be the property of Landlord upon Lease termination, and will be surrendered in their AS-IS condition.
 - a. Tenant improvements are anticipated to include:
 - i. Retrofitting existing wall between warehouse and office space to be full height with 1 hr. fire rating;
 - ii. Installation of range/oven and hood in the breakroom (range and oven to be property of Tenant after termination or expiration of the Lease);
 - iii. Conversion of one toilet to include an ADA compliant shower;
 - iv. Installation of one operable window in the Building;
 - v. Minimal addition and removal of walls and doors;
 - vi. Installation and/or modification of the existing HVAC system;
 - vii. Construction of firefighter sleeping quarters; and
 - viii. Repair and/or remediation of existing code violations pursuant to Attachment 1 hereto.
 - b. Tenant shall perform all tenant improvements at its sole cost and expense, except that the costs associated with Item 1, Item 2, and Item 3 shown on Attachment 1 shall be divided equally between Landlord and Tenant.
2. Tenant’s Parking. Tenant’s parking shall include the right to park fire engines on and within the Premises, and the unimpeded ingress and egress of same to and from the Premises. The specifications for fire engine ingress and egress to and from the Premises are set forth in Attachment 2. Landlord shall cause all tenants, occupants, guests and invitees of the building in which the Premises is located (the “**Building**”) to maintain free and unimpeded Tenant’s means of ingress and egress to and from the Premises. Landlord’s duties under this Section shall include, but not be limited to, relocating the mobile home currently parked near the Premises and relocating the assigned parking area for delivery vehicles.

3. Landlord's Compliance with Laws. Landlord shall comply with (or cause to be complied with) all requirements applicable to the Building, including, without limitation, any requirements imposed on the Building due to its use as a temporary fire station.
4. Insurance. Tenant may satisfy the insurance requirements set forth in Lease Section 29 through a risk pool or self-insurance.

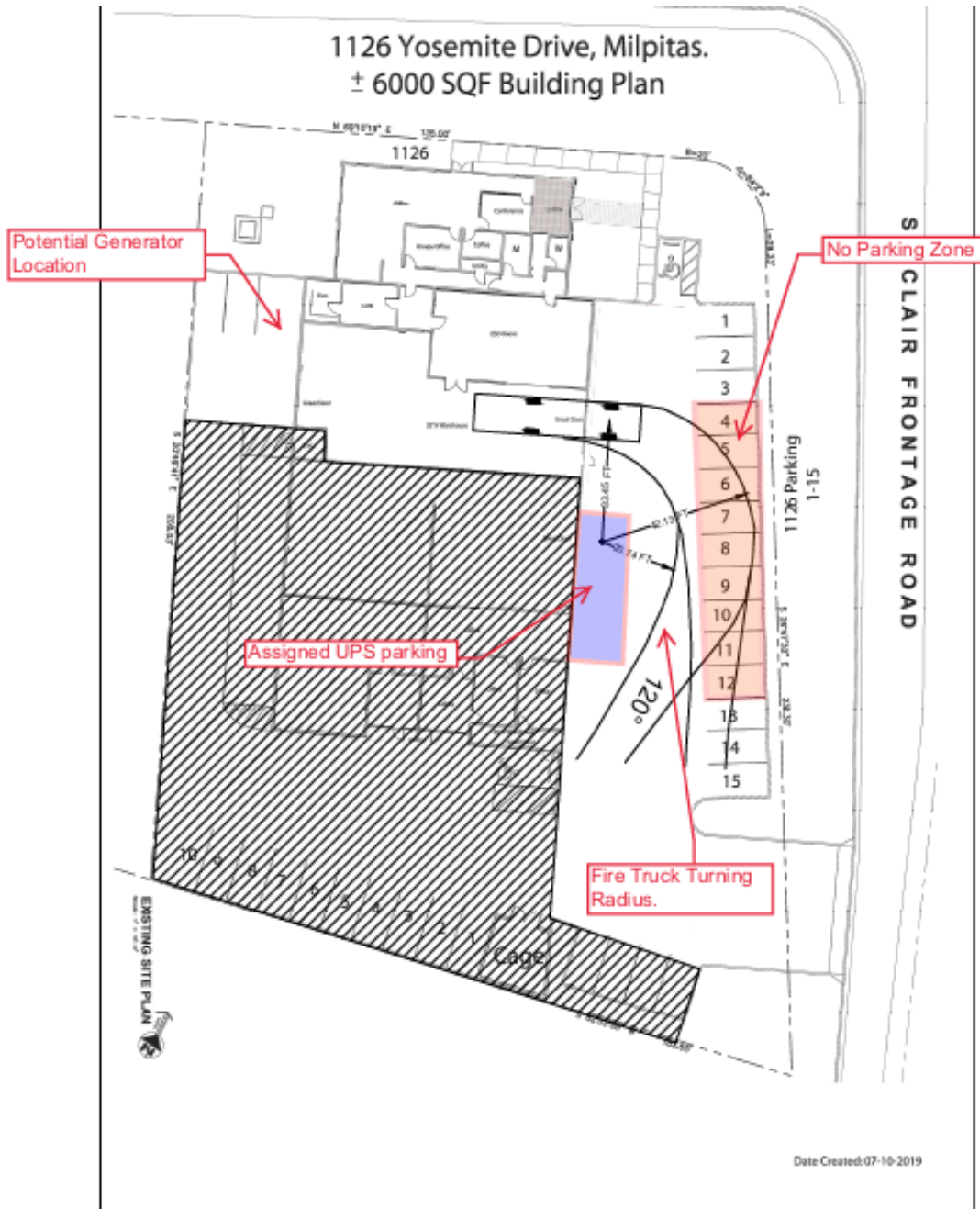
ATTACHMENT 1

REMEDATION OF CODE VIOLATIONS

Item No.	Issue	Reason	Action	Responsible party	Estimated Cost
1	Condensate drain from RTUs was routed to the roof drain	Code Violation	Reroute the 3 ton RTUs condensate piping to the sink in the janitor room	50/50 Split	\$ 1,200
2	HVAC duct insulation is damaged	Maintenance	Repair damaged duct insulations to prevent condensation above ceiling	50/50 Split	\$ 300
3	Sink and associated plumbing was installed without permit and not to code	Code Violation/ unpermitted work	Remove sink and associated plumbing located near the electrical room and replace counter	50/50 Split	\$1,500
ESTIMATED TOTAL REPAIR COST					\$3,000
4	A seismic gas shutoff valve is not provided for the gas line	Code Violation	Install seismic automatic shutoff valve on the natural gas line before the gas meter to meet the state of California code	City	
5	Electrical panels indexes are outdated	Maintenance	Update all electrical panels indexes	City	
6	Exterior lighting fixtures needs to be cleaned and maintained	Maintenance	Maintain and repair all exterior lighting	City	
7	The 3 ton RTUs are beyond Estimated Unit life. It is recommended to be replaced	Maintenance	Instead of Replacement, the City recommend to service the units instead.	City	
8	Existing wall and coffee break area were removed to create reception area	Unpermitted work	City to keep the current layout and apply for permit	City	
9	Woman restroom was modify to be smaller and hallway was created	Unpermitted work	Remove existing wall and eliminate the hallway. Put everything back to the original condition that was permitted	City	
10	Conference room added	Unpermitted work	City to keep the current conference room and apply for permit	City	
11	Additional door was added and wall were	Unpermitted work	Remove unpermitted wall and door to match the	City	

	created between breakroom and kitchen area		original condition that was permitted		
12	RTUs are not provided with seismic restraints	Code Violation	Provide existing RTU with seismic restraint to the meet the state of California Code	Not required at this time	
13	Electrical room and the adjacent room do not have ventilation system	Code Violation	Install new 2 ton wall mounted DX Split unit in the electrical room	Not Required at this time	

ATTACHMENT 2 PARKING REQUIREMENTS



CONSULTING SERVICES REPORT

4.

Mechanical, Electrical and Plumbing (MEP) Assessment and Testing Report

1126 Yosemite Drive
Milpitas, CA 95035
Terracon Project No. F3196204
July 2, 2019

Prepared for:

Philip Luo, AIA, LEED AP
Shah Kawasaki Architects
570 10TH Street, Suite 201
Oakland, CA 94607

Prepared by:

Terracon Consultants, Inc.
Houston, Texas

Offices Nationwide
Employee-Owned

Established in 1965
terracon.com

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Geotechnical ■ Environmental ■ Construction Materials ■ Facilities



July 2, 2019

Mr. Philip Luo, AIA, LEED AP
Shah Kawasaki Architects
570 10th Street, Suite# 201
Oakland, CA 94607
Phone: 510-379-2275
Email: plou@skarc.com

Re: **MEP Assessment and Testing Report**
1126 Yosemite Drive
Milpitas, CA 95035
Terracon Project No. F3196204

Mr. Luo:

Terracon Consultants, Inc. (Terracon) is pleased to submit this Consulting Services Report of our MEP Assessment and Testing Report for the commercial building located at 1126 Yosemite Drive, Milpitas, CA. These services were authorized via signed Terracon proposal on PFT196089 dated June 12, 2019. Mr. Ali Aljumaili, MEP Consulting Engineer of Terracon, performed the site visit with Mr. Lyhak Eam, P.E., Civil Engineer with the City of Milpitas on June 25, 2019.

The purpose of this Report is to present the results of our MEP assessment and testing at the building and present estimated costs for immediate and future repairs of the MEP equipment and systems at the site.

This document includes background information, observations, findings, and conclusions pertaining to the conditions at the site.

Terracon appreciates the opportunity to be of service to you on this project. If you have any questions regarding this report, please do not hesitate to contact us at Terracon.

Sincerely,

Terracon Consultants, Inc.
Texas Firm Registration F-3272

Ali Aljumaili

Ali Aljumaili, MSME
MEP Consulting Engineer
Facilities Services

Jeffrey A. Miller, P.E., (TX) LEED AP, CBCP, EBCP
Principal / Senior Engineer
Facilities Services



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Appendix A – Photographs
Appendix B – Cost Tables

Assessment and Testing Report

1126 Yosemite Drive, Milpitas, CA 95035

July 2, 2019 ■ Terracon Project No. F3196204

4.

PROJECT INFORMATION

The subject building is a one-story, approximate 6,000 square foot office and attached warehouse building constructed in 1981. The space is currently unoccupied. The building is provided with two, 3-ton direct expansion (DX) cooling and natural gas heating packaged, roof mounted units (RTUs) manufactured by *Carrier* in 1999 and utilizing R-22 refrigerant that serves the office spaces and conference room. One, 4-ton DX heat pump RTU manufactured by *Day & Night* in 2010 utilizing R-22 refrigerant, serves an additional room which was added to the office space in 2010. All RTUs are provided with an outside air intake to provide minimum and adjustable amount of outside air to the office space. The RTUs are not provided with seismic restrains per code requirements. Bathroom exhaust and warehouse air ventilation is provided by down blast, direct drive roof ventilators manufactured by *Dayton Electric Inc.*

Electrical service to the building is supplied by a utility-owned, pad-mounted electrical transformers and conductors routed below ground to the electrical room inside the building. Electrical service within the building is rated at 400-amps, 120/208-volt, 3-phase, 4-wire. Electrical wiring within the building is copper. Exterior lighting consists of pole-mounted and wall-mounted high intensity discharge (HID) light fixtures reportedly by timers controlled. Interior lighting mainly consists of T-8 fluorescent light fixtures. The interior lighting is controlled by manual switching.

Wastewater drainage is provided by gravity flow through subsurface piping to the municipal sanitary sewer system. The type of piping used for the sanitary sewer reportedly to be cast iron. Municipal water main piping is tapped to provide potable water to the building. The type of piping used for the water distribution system was observed to be copper. Hot water is provided to the restrooms by a 50-gallon electric heater manufactured by *State Select* in 2010, located in the janitor room. Backflow prevention devices for the potable water service was observed. Utilities including domestic water, sanitary sewer, and electricity are provided to the building by City of Milpitas.

Natural gas service and a meter are provided to the building. A seismic natural gas shutoff valve is not provided with the gas meter.

FINDING AND RECOMMENDATIONS

A. Mechanical.

Terracon observed and performed limited testing of the mechanical RTUs. Please see the table below. The two 3-ton RTUs were observed to be in fair to poor condition and beyond typical Estimated Unit Life (EUL) and are recommended for replacement. Please see the Cost Tables.

Assessment and Testing Report

1126 Yosemite Drive, Milpitas, CA 95035

July 2, 2019 ■ Terracon Project No. F3196204

4.

The 4-ton RTU was observed and tested to be generally in good working condition. The fan compressor were operated in the cooling and heating modes and were functional with wall mounted electronic thermostats. The discharge airflow temperature of 58.5-degree F was measured on most of the supply air diffusers. The measured values were within acceptable ranges for units installed in this type of property. The exhaust fan provided to the restrooms was observed to be in good to fair operation condition. The RTUs are not provided with seismic restraints and it is required per code to provide seismic restraints to all RTUs on the roof.

Condensate drain from 3-ton RTUs was observed to be routed to the roof drain. It is required by code to rout the condensate drain piping to the sink in the janitor room.

RTU TEST MEASUREMENTS – JUNE 25, 2019

Nominal tonnage and Serial Number	4-ton G074012071	3-ton P05202C1H	3-ton P043K951H
Supply Voltage	208.0	209.2	208.5
Compressor 1 Amps	20.0, 19.1, 21.8	19.8, 20.6, 18.7	20.3, 19.8, 17.8
Return Air Temperature (F)	73.4	73.6	74.8
Cooling Supply Air Temperature (F)	59.0	58.8	58.5
Gas Heat Supply Air Temperatures (F)	112.0 & 119.0	103.0 & 119.1	116.0 & 122.0
Refrigerant Discharge Pressure Circuit (PSIG)	330	290	275

Note:

- A. Cooling and Heating Supply Air Temperatures will most likely be lower and higher, respectively, when the airflow rate is reduced due to resistance from a ductwork distribution system.
- B. Cooling Supply Air Temperatures will most likely be lower when the building is cooled and the return air temperature is lower.
- C. Heating Supply Air Temperatures will most likely be lower when operated in the winter, not summer.

RECOMMENDATIONS:

- Replace the two existing 3-ton RTUs with DX heat pump RTUs utilizing R-410a refrigerant to meet 2020 EPA requirements. Provide new units with seismic restrains to meet the state of California code. Replace power disconnect with new one.
- Provide existing 4-ton RTU with seismic restraint to meet the state of California code.
- Reroute the 3-ton RTUs condensate piping to the sing in the janitor room.
- Repair damaged duct insulations to prevent condensation above ceiling. (See example in the photos)

Assessment and Testing Report

1126 Yosemite Drive, Milpitas, CA 95035

July 2, 2019 ■ Terracon Project No. F3196204

4.

B. Plumbing.

The electric water heater were observed to be in good working condition, domestic hot water temperature were measured in the restrooms to be 105-degree F to 115-degree F. The electric water heater is provided with seismic restrains on the upper and lower side per code. Plumbing fixtures were observed to be in good condition. Natural gas and meter are provided to the building, a seismic gas shutoff valve is not provided and is recommended to provided per code. Please see cost tables.

RECOMMENDATIONS:

- Install seismic automatic shutoff valve on the natural gas line before the gas meter to meet the state of California code.
- Remove sink located by the electrical room.

C. Electrical.

Electrical service to the building is supplied by utility-owned, pad-mounted electrical transformers and conductors routed below ground to the electrical room inside the building. Electrical service within the building is rated at 400-amps, 120/208-volt, 3-phase, 4-wire. Electrical wiring within the building is copper. Exterior lighting consists of pole-mounted and wall-mounted high intensity discharge (HID) light fixtures reportedly timers controlled. Interior lighting mainly consists of T-8 fluorescent light fixtures. The interior lighting is controlled by manual switching. Exterior lighting fixture were observed to be in fair condition. all exterior lighting fixtures needs to be cleaned and maintained. The electrical room was not provided with a cooling system. A wall mounted DX cooling unit is recommended to be provided and to avoid electrical panels from being overheated. Please see the cost tables.

RECOMMENDATIONS:

- Install wall mounted DX cooling unit in the electrical room.
- Update all electrical panels indexes.
- Maintain and repair all exterior lighting.

LIMITATIONS

The field observations, notes, conclusions, and recommendations presented in this report are based upon the information provided to Terracon by our Client and site observations, reconnaissance, and field notes collected at the time of our site visit. While additional conditions may exist that could alter our conclusions, we feel that reasonable means have been made to fairly and accurately evaluate the existing conditions of this facility. This report is limited to Terracon's visual observations of the exterior of the facility.

This report has been prepared for the exclusive use of the Client for specific application to the project discussed and has been prepared in accordance with generally accepted engineering practices using the standard of care and skill currently exercised by professional engineers practicing in this area, for a project of similar scope and nature. No warranties, either expressed or implied, are intended or made. In the event that information described in this document which was provided by others is incorrect, or if additional information becomes available, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the information and either verifies or modifies

MEP ASSESSMENT AND TESTING

1126 Yosemite Drive, Milpitas, CA 95035

July 1st, 2019 ■ Terracon Project No. F3196204

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4.



Photo #1 View of two 3-ton RTUs on the lower level roof.



Photo #2 Side view of typical 3-ton RTU.



Photo #3 RTUs are not provided with seismic restraints.

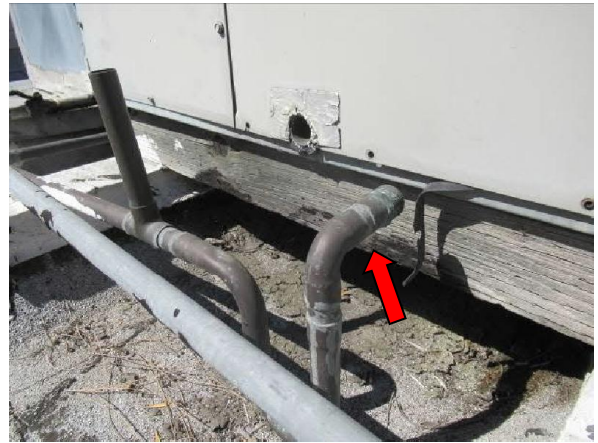


Photo #4 View of broken condensate water drain pipe.



Photo #5 Typical natural gas pipe routing to the RTUs.



Photo #6 Typical adjustable outside air intake in the RTUs.

MEP ASSESSMENT AND TESTING

1126 Yosemite Drive, Milpitas, CA 95035

July 1st, 2019 ■ Terracon Project No. F3196204

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4.



Photo #7 View of 4-ton DX RTU with adjustable outside air intake.



Photo #8 4-ton RTU is not provided with seismic restraint.



Photo #9 View of the restroom exhaust fan located on the lower roof level.



Photo #10 Typical air vent located on upper roof level



Photo #11 View of the main electrical main switch board in the electrical room.



Photo #12 Typical electrical panel with index that needs to be updated.

MEP ASSESSMENT AND TESTING

1126 Yosemite Drive, Milpitas, CA 95035

July 1st, 2019 ■ Terracon Project No. F3196204

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4.



Photo #13 View of the main electrical meter.



Photo #14 View of the pad-mounted, utility-owned transformer located in the back side of the building.



Photo #15 Typical T-8 fluorescent lights in the office space.



Photo #16 Typical T-8 fluorescent lights in the additional room to offices.



Photo #17 Typical floor mounted electrical power receptacle switch in the additional room



Photo #18 Typical lighting manual lighting switches.

MEP ASSESSMENT AND TESTING

1126 Yosemite Drive, Milpitas, CA 95035

July 1st, 2019 ■ Terracon Project No. F3196204

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4.



Photo #19 Typical wall mounted electronic thermostat.



Photo #20 View of 50-gal. electric water heater located inside janitor room and provided with seismic restraints.



Photo #21 View of plumbing fixtures in the men's restroom.



Photo #22 View of typical sink hot/cold water testing.



Photo #23 Typical view of water-efficient faucet provided in the break room sink.



Photo #24 Typical view of sanitary drainage PVC pipe.

MEP ASSESSMENT AND TESTING

1126 Yosemite Drive, Milpitas, CA 95035

July 1st, 2019 ■ Terracon Project No. F3196204

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4.



Photo #25 Example of code violation of industrial sink installed and provided with water pump to pump the drainage water out to the sink inside the janitor room.



Photo #27 View shows the industrial sink drainage collected and pumped to the sink in the janitor room with water pump.



Photo #28 Typical view of above ceiling shows some of the plumbing piping and flexible ducts.



Photo #29 View shows damage in the duct insulation.

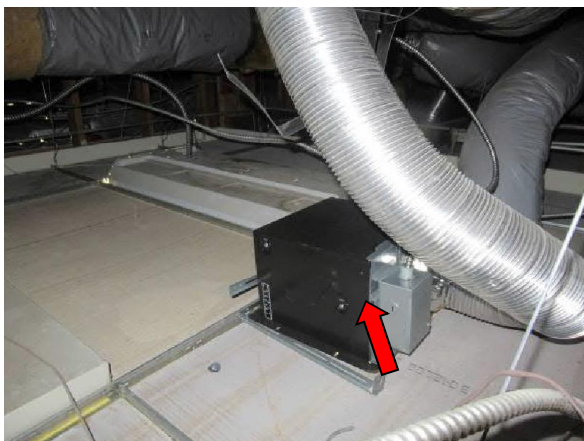


Photo #30 View of the exhaust fan above the ceiling provided to the break room.



Photo #31 Example of a code violation of condensate drains free discharging the condensate water to the roof drains.

MEP ASSESSMENT AND TESTING

1126 Yosemite Drive, Milpitas, CA 95035

July 1st, 2019 ■ Terracon Project No. F3196204

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4.



Photo #32 Typical external lighting fixtures needs to be cleaned and maintained.

Photo #33



Photo #35 View shows natural gas meter, seismic shutoff valve is not provided per code.



Photo #37 View of the water meter manhole.



Photo #34 Typical external pole lighting fixture.

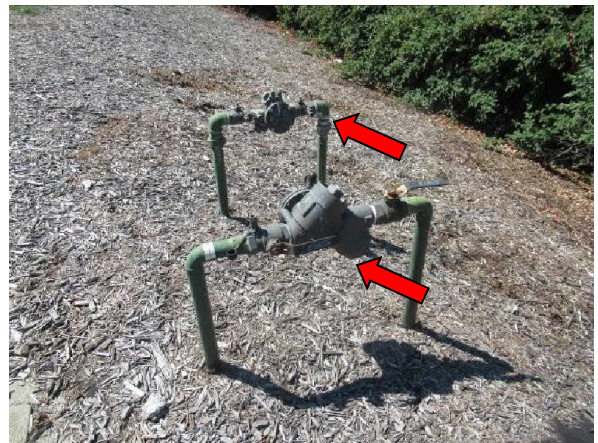


Photo #36 View of the water supply and irrigation back flow preventer.



Photo #38 Typical storm water manhole.

1.0. EXECUTIVE SUMMARY

General Property Identification Summary

Item	Description
Property Name	1126 Yosemite Drive Milpitas CA MEP
Property Address	1126 Yosemite Drive, Milpitas, CA
Type of Facility	Office Warehouse
Site Area	Acres
Total Parking Spaces	
Number of Buildings	1
Number of Stories	1
Building(s) Area (SF)	6,000 Rentable
Year(s) Constructed	1981
Renovation Notes	
General Construction	
Date of Site Visit	June 25, 2019
Survey Conducted By	Ali A. Al Jumaili

Summary of Recommended Expenditures

1.1 Immediate Repairs Summary

	Total Cost
Time Period for Repair	0 to 1 YR

1.2 Replacement Reserve Summary

	Total Cost
Evaluation Term	1
Square Feet	6,000
Total Replacement Reserve Cost	\$43,300
Inflation Factor	3.0%
Total Replacement Reserve (per SF per Year)	\$10.00



Terracon Project No. F3196204

1.2 Replacement Reserve Cost Table

Project:	1126 Yosemite Drive Milpitas CA MEP	Square Feet:	6,000			
Location:	1126 Yosemite Drive, Milpitas, CA	No. of Bldgs:	1			
Type of Facility:	Office Warehouse	Reserve Term	1			
No. Stories	1	Property Age	38			
	Item Description	EUL	Quantity	Units	Cost	R-Total\$
R - 1	Replace 3-ton RTUs, air to air split	20	2	Ea.	\$ 12,650.00	\$25,300
R - 2	Install new 2-ton wall mounted DX split units in the electrical room.	20	1	Ea.	\$ 4,800.00	\$4,800
	Miscellaneous items including install seismic automatic natural gas shutoff valvere, rout condensate piping, repairing damaged duct insulation, remove sink located by the electrical room, install seismic restraints for all RTUs, repair and maintain exterior lighting fixtures.	N/A	ALL	ALL	\$ 13,200.00	\$ 13,200.00
	Subtotal					\$43,300
	Escalation Factor per year				3.00%	\$44,599
	Total with escalation					
	Cost per SF - uninflated		\$10.00			
	Average cost per SF per year		\$10.00			
	Cost per SF - inflated		\$3.00			
	Average cost per SF per year		\$3.00			



COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/15)

4.

Date (For reference only): August 13, 2019

Casetronic Engineering Group, a California Corporation
City of Milpitas, a municipal corporation

("Landlord") and

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: Approximately 6,000 square feet of rentable space located at 1126 Yosemite Drive, Milpitas, CA 95035 ("Premises"), which comprise approximately 50.000 % of the total square footage of rentable space in the entire property. See exhibit Addendum/Attachment 2 for a further description of the Premises.
2. **TERM:** The term begins on (date) August 13, 2019 ("Commencement Date"), (Check A or B):
 - ☒ A. **Lease:** and shall terminate on (date) July 31, 2021 at 11:59 ☐ AM ☒ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
 - ☐ B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
 - ☒ C. **RENEWAL OR EXTENSION TERMS:** See attached addendum 2 options to extend for a period of 6 months each, total of 1 additional yr.
3. **BASE RENT:**
 - A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
 - ☐ (1) \$ _____ per month, for the term of the agreement.
 - ☐ (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
 - ☐ (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____.
 - ☐ (4) In accordance with the attached rent schedule.
 - ☒ (5) Other: \$1.40/RSF, with a 3% annual increase commencing in the 13th month, plus \$.21/RSF for property tax and insurance.
 - B. Base Rent is payable in advance on the 1st (or ☐ _____) day of each calendar month, and is delinquent on the next day.
 - C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.
4. **RENT:**
 - A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
 - B. Payment: Rent shall be paid to (Name) Casetronic Engineering Group at (address) 40087 Mission Blvd. #352, Fremont, CA 94539, or at any other location specified by Landlord in writing to Tenant.
 - C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on August 13, 2019. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.
6. **SECURITY DEPOSIT:**
 - A. Tenant agrees to pay Landlord \$9,660.00 as a security deposit.
(IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
 - B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
 - C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials () ()

Tenant's Initials () ()



7. PAYMENTS:

		<u>TOTAL DUE</u>	<u>PAYMENT RECEIVED</u>	<u>BALANCE DUE</u>	<u>DUE DATE</u>
A. Rent: From <u>08/13/2019</u> To <u>08/31/2019</u>	Date Date	\$ <u>5,796.00</u>	\$ _____	\$ <u>5,796.00</u>	_____
B. Security Deposit		\$ <u>9,660.00</u>	\$ _____	\$ <u>9,660.00</u>	_____
C. Other: _____	Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____	Category	\$ _____	\$ _____	\$ _____	_____
E. Total:		\$ <u>15,456.00</u>	\$ _____	\$ <u>15,456.00</u>	_____

8. **PARKING:** Tenant is entitled to 0 unreserved and 15 reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: _____. The right to additional storage space ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns and shall not store property that is claimed by another, or in which another has any right, title, or interest.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 business days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$450.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: See Attachment 3- MEP Inspection Report. Items listed as exceptions shall be dealt with in the following manner: _____.

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant. Tenant to pay for electricity, gas, garbage, cable and internet. Landlord to pay for water.

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. See item 3A(5) on Page 1.

OR B. ☐ (If checked) Paragraph 14 does not apply.

15. **USE:** The Premises are for the sole use as Temporary fire station with attendant firefighter lodging. No other use is permitted without Landlord's prior written consent. Tenant will comply with all Laws affecting its use of the Premises

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant OR ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and See item 40

Landlord's Initials () ()

Tenant's Initials () ()

CL REVISED 12/15 (PAGE 2 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)

- 18. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐ _____) day period preceding the termination of the agreement.
- 22. SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐ _____) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) clean Premises; (v) give written notice to Landlord of Tenant's forwarding address; (vi)

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ 1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials () ()

Tenant's Initials () ()

- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate) delivered by Landlord or Landlord's agent, within 10 business days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement shall be deemed Tenant's acknowledgement that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☒ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☒ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
- 35. Not Used**

Landlord's Initials _____ / _____ Tenant's Initials _____ / _____

Landlord's Initials () ()

Tenant's Initials () ()

Premises: Approximately 6,000 square feet of rentable space located at 1126 Yosemite Drive, Milpitas, CA 95035 Date August 13, 2019

4.

36. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Casetronic Engineering Group, a California Corporation
40087 Mission Blvd #352
Fremont, CA 94539

Tenant: City of Milpitas, a municipal corporation
455 East Calaveras Blvd.
Milpitas, CA 95035

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: _____

(1). Tenant will inform Landlord of its intent to extend the lease 60 days before the end of the applicable term.

(2). Landlord is allowed to show Premises to potential new tenants 60 days before the end of the lease.

(3). Tenant will be allowed to place signage on Premises at Tenant's expense.

(4). Tenant will be responsible for the routine maintenance and upkeep of the building including drive belt and filter changes for the heating, ventilation, and air conditioning (HVAC) system, and routine maintenance of the electrical, plumbing, and water system including light bulb and ballast Changes, unclogging of drain, etc.

(5). Landlord will be responsible for HVAC system repairs beyond belt and filter changes and routine maintenance to be completed by Tenant, including the replacement of broken and non-operational HVAC system.

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA)

Addendum to Commercial Lease Agreement, Attachment 1, Attachment 2, MEP Report Attachment 3

41. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

43. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent: None (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Selling Agent: None (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials () ()

Tenant's Initials () ()

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant _____ Date _____

City of Milpitas, a municipal corporation

(Print name)

Address 455 East Calaveras Blvd. City Milpitas State CA Zip 95035-5479

Tenant _____ Date _____

(Print name)

Address _____ City _____ State _____ Zip _____

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.Landlord Casetronic Engineering Group, a California Corporation Date _____

(owner or agent with authority to enter into this agreement)

Address 40087 Mission Blvd #352 City Fremont State CA Zip 94539

Landlord _____ Date _____

(owner or agent with authority to enter into this agreement)

Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) None DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) None DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

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525 South Virgil Avenue, Los Angeles, California 90020



**COMMERCIAL LEASE CONSTRUCTION
ACCESSIBILITY ADDENDUM**
(C.A.R. Form CLCA 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated August 13, 2019
in which Casetronic Engineering Group, a California Corporation is referred to as "Landlord"
and City of Milpitas, a municipal corporation is referred to as "Tenant".
Paragraph 34 of the lease is deleted in its entirety and replaced by the following:

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A.** Landlord states that the Premises ☐ have, or ☒ have not been inspected by a Certified Access Specialist (CASp).
- B.** If the Premises have been inspected by a CASp,
- (1) Landlord states that the Premises ☐ have, or ☒ have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
 - (2) ☐ (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
- OR ☐ (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
- OR ☐ (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C.** If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,
"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- D.** Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards are the responsibility of Tenant, ☐ Landlord, ☐ Other _____.

Tenant (Signature) _____ Date _____

Tenant (Print name) City of Milpitas, a municipal corporation

Tenant (Signature) _____ Date _____

Tenant (Print name) _____

Landlord (Signature) _____ Date _____

Landlord (Print name) Casetronic Engineering Group, a California Corporation

Landlord (Signature) _____ Date _____

Landlord (Print name) _____

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CLCA 11/16 (PAGE 1 OF 1)

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)





CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Award a Contract with Hoi's Construction, Inc. for the Water Bottle Refill Station Installation Project.
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/13/2019
Staff Contact:	Tony Ndah, 408-586-2602
Recommendation:	1. Approve and award a construction contract with Hoi's Construction, Inc. for the Water Bottle Refill Station Installation Project, in the amount of \$178,000.00. 2. Authorize the Director of Public Works to execute contract change orders without any further City Council action except for appropriation of funds.

Background:

In May 2008, Council adopted Resolution No. 7754 banning the purchase of bottled water for distribution at City functions and for resale to the public, and in May 2013, Council adopted the Climate Action Plan, which included goals to reduce waste generation in the community by 2020.

As part of the City's continued efforts to reduce plastic water bottle waste, the City of Milpitas has procured water bottle refill stations to replace existing drinking water fountains at City facilities and parks in an effort to reduce the footprint on the environment. This project is funded by the Water Conservation Program Capital Improvement Project (CIP No. 7126), which was approved by Council in June 2015. The City hopes to continue the success of the prior installations through the addition of 30 water bottle refill stations in high traffic facilities and parks throughout the City. The Water Bottle Refill Installation project meets the City Council's environmental source reduction goals and complies with the state mandated diversion goals by reducing the use of single-use plastic bottles. In addition to keeping single-use plastic water bottles out of our waterways, street gutters, and landfill, water bottle refill stations benefit public health and fitness and incentivizes the use of refillable water bottles by providing convenient locations to refill water bottles with safe, cold, filtered water.

The contractor awarded the contract for the Water Bottle Refill Station Installation Project ("Project") will be responsible for replacing the existing water fountains by installing thirty (30) new water bottle refill stations that have already been purchased by the City. The work consists of furnishing all labor, tools, materials, and equipment necessary for mobilization; removal of existing water fountains; installation and testing of thirteen (13) indoor Elkay water bottle refill stations and seventeen (17) outdoor Elkay water bottle refill stations; restoration of area of work to its preconstruction conditions; and disposal of existing units.

The proposed construction contract is for the installation of water bottle refill stations at the following City facilities and parks:

	Location	Number of Units
1.	Barbara Lee Senior Center	2
2.	City Hall	6
3.	Community Center	2
4.	Cardoza Park	4
5.	Dixon Landing Park	3
6.	Ed Levin County Dog Park	2

7.	Gill Memorial Park	2
8.	Hall Memorial Park	1
9.	Jones Memorial Park	1
10.	O'Toole Elms Park	1
11.	Pinewood Park	1
12.	Public Works Department	1
13.	Robert E. Browne Park	1
14.	Sports Center	3

Analysis:

The City's Purchasing Agent worked with Public Works staff to develop specifications for the Invitation for Bids (IFB) No. 2302 soliciting construction services for the Project. On February 15, 2019, the IFB was advertised on the City website and through PublicPurchase.com, the City's eProcurement system. In accordance with the informal bidding procedures under Section I-2-3.20 of the Milpitas Municipal Code and Public Contract Code Section 22034, the IFB was also sent to 327 registered contractors and the IFB was accessed by 39 vendors. Of the 39 vendors who accessed the IFB, 25 downloaded the bid documents. Bidding closed on March 20, 2019 with no bids received. As allowed under Section 22038(c) of the Public Contract Code, the City's Purchasing Agent went to the open market to have the work performed and negotiated with Hoi's Construction, Inc. to perform base bid work. The resulting contract is for the not to exceed amount of \$178,000.00, which is within the Project's budget and no additional budget appropriation is required.

Policy Alternatives:

Alternative 1: Direct the City staff to perform the Project with in-house resources.

Pros: Increased work options for City staff.

Cons: City staff has limited resources in providing these services.

Reason not recommended: The City has already purchased the 30 water bottle refill stations and does not have the work force to perform the removal and installation work. By utilizing a construction contractor, all of the stations may be installed by the end of the calendar year.

Fiscal Impact:

There are sufficient fund in Capital Improvement Project No. 7126 – Water Conservation Program to fund this Project.

California Environmental Quality Act:

In accordance with the California Environmental Quality Act (CEQA), staff has determined that the project is exempt from further environmental review as a Class 1 Categorical Exemption under CEQA Guidelines § 15301 (a) and (e)(2), Existing Facilities.

Recommendation:

1. Approve and Award a contract with Hoi's Construction, Inc. for the Project, in the amount of \$178,000.00.
2. Authorize the Director of Public Works to execute contract change orders on the Project without any further City Council action in an aggregate amount not to exceed \$17,800.

Attachments:

1. Construction Contract with Hoi's Construction, Inc. for the Project



CITY OF MILPITAS

CONSTRUCTION CONTRACT

INSTALLATION OF WATER REFILL STATIONS AT VARIOUS CITY OF MILPITAS LOCATIONS

1. PARTIES AND DATE.

This Contract is made and entered into this 7th day of July, 2019 by and between the City of Milpitas, a public agency and public corporation of the State of California ("City") and **Hoi's Construction Inc.**, a corporation with its principal place of business at **2246 Jerrold Ave Suite 6 San Francisco, CA 94124** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

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

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing Installation Of Water Refill Stations At Various City Of Milpitas Locations related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: **Class B General Building Contractor**

2.3 Project. City desires to engage Contractor to render such services for the Installation of Water Refill Stations at Various City of Milpitas Locations ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")

- Payment and Performance Bonds (Exhibit “F”)
- Insurance Requirements (Exhibit “G”)
- Federal Requirements (Exhibit “H”)
- Rate Scheduled (Exhibit “I”)
- Change Orders executed by the City
- Current Edition of the Caltrans Standard Specifications, Excluding Division I (Sections 1-9)
- Current Edition of the Caltrans Standard Plans
- Notice Inviting Bids, if any

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit “B” attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit “C” attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/“Or Equal”. Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.”

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **One Hundred Twenty (120) days**, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of One Hundred Dollars and Zero Cents (\$100.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor’s failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall

at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the not-to-exceed Total Contract Price of **One Hundred Seventy-Eight Thousand Dollars and Zero Cents (\$178,000.00)** ("Total Contract Price") based upon rates provided Exhibit "I" provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for

the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or

alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100.00 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from

such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 **Liability for Non-Compliance.** Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 **Reservation of Right to Defend.** City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 **Training.** In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 **Laws and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary

to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, an City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000.00 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to

include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

- 3.10.3.2 List of documents relating to claim:
 - (A) Specifications
 - (B) Drawings
 - (C) Clarifications (Requests for Information)
 - (D) Schedules
 - (E) Other
- 3.10.3.3 Chronology of events and correspondence
- 3.10.3.4 Analysis of claim merit
- 3.10.3.5 Analysis of claim cost
- 3.10.3.6 Time impact analysis in CPM format

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil

Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active

negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under Exhibit "G" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required therein. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by Civil Code section 9550, as it may be amended from time to time, or otherwise specifically requested by City as set forth in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor 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.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all

rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Hoi's Construction Inc.
2246 Jerrold Ave Suite 6
San Francisco, CA 94124
Attn: Steven Leung

CITY:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035
Attn: City Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. 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.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

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

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, 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 Contract, 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 Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

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

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

3.17.21 Wage Theft Prevention.

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

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

3.17.21.3 If at any time during the term of this Contract, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Contract has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Contract demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.17.21.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

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

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

3.17.22 Federal Provisions. [RESERVED]

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF MILPITAS
AND HOI'S CONSTRUCTION INC.**

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

CITY OF MILPITAS

Approved By:

Steve McHarris
Interim City Manager

Date

Approved As To Form:

Christopher J. Diaz
City Attorney

Approved As To Content:

Walter C. Rossmann
Director of Financial Services

Approved As To Scope:

Tony Ndah
Director of Public Works

HOI'S CONSTRUCTION INC.



Signature

Siu Hoi Leung

Name

Vice President

Title

July 07, 2019

Date

EXHIBIT "A"
SERVICES / SCHEDULE

PART 1 SCOPE OF SERVICES

1.01 SECTION INCLUDES

Summary description of the Project, the work, location of the Project, calendar of events, owner assigned subcontractors, activities by others, and coordination of work.

1.02 PROJECT SUMMARY

In an effort to reduce the footprint on the environment, the City of Milpitas has procured water bottle refill stations to replace existing drinking water fountains throughout City facilities and parks. The installation of water bottle refill stations will promote safe, fresh drinking water in our community in addition to providing easy access to fill up reusable water bottles. Having water bottle refill stations around can help encourage the community to reuse bottles and reduce the number of single use water bottles being discarded. The Contractor will be responsible for replacing the existing water fountains by installing thirty (30) new water bottle refill stations that have already been purchased by the City.

1.03 MINIMUM QUALIFICATIONS

The Contractor must have a Class B General Building Contractor license and must be qualified on the DIR list. The Contractor shall provide the City with DIR registration number.

1.04 THE WORK

The Work consists of furnishing all labor, tools, materials, and equipment necessary for mobilization, removal of existing water fountains, installation and testing of thirteen (13) indoor Elkay water bottle refill stations and seventeen (17) outdoor Elkay water bottle refill stations, restoration of area of work to its preconstruction conditions, and disposal of existing units. The Work shall be in accordance with the plans, requirements, and specifications stated herein.

1.05 LOCATION OF PROJECT

The Work is located in the City of Milpitas. The water bottle refill stations are to be installed at various locations in City facilities and parks. The locations for where the water bottle refill stations will be installed are found in EXHIBIT "B".

1.06 CALENDAR OF EVENTS

The Project shall follow the timeline of events. All dates are subject to change.

Event	Date
Commencement of work	Within 30 calendar days of the City's issuance of the Notice to Proceed
Completion of work	Within 120 calendar days of the commencement of work

1.07 OWNER ASSIGNED SUBCONTRACTORS

There will be no assignment of Subcontractors by Owner.

1.08 ACTIVITIES BY OTHERS

Owner, Public Works Service Maintenance crews, or others may perform activities within Project area while the Work is in progress.

1.09 COORDINATION OF WORK

- A. Maintain overall coordination of the Work.
- B. Maintain schedules for all removal of existing water fountains and installation of the new water bottle refill stations.
- C. Coordinate with the Project Manager prior to performing any work including, but not limited to, shutting off water for disconnecting the flow to existing water fountains and connecting the new stations to the potable water lines.
- D. Schedule the work with the Project Manager to minimize mutual interference. There will be no additional compensation for the Contractor's inability to provide such coordination.

PART 2 TECHNICAL SPECIFICATIONS

2.01 SECTION INCLUDES

This section includes the construction standards which must be followed by the Contractor. These sections reference other standards, specifications, and drawings as appropriate.

2.02 REFERENCES

- A. National Sanitation Foundation (NSF):
 - 1. NSF 61 – Health effects criteria for water system components.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM B-88 – Standard Specifications for Seamless Copper Water Tube.
 - 2. ASTM D-2466 – Standard Specifications for Polyvinyl Chloride (PVC) Plastic Pipe Fittings.
 - 3. ASTM F-3128 – Standard Specification for Polyvinyl Chloride (PVC) Schedule 40 Drain, Waste, and Vent Pipe.
 - 4. ASTM C-150 – Standard Specifications for Portland Cement.
 - 5. ASTM C-33 – Standard Specifications for Concrete Aggregates.
 - 6. ASTM C-494 – Standard Specifications for Chemical Admixtures for Concrete.
 - 7. ASTM C-1396 – Standard Specifications for Gypsum board, Drywall and Sheetrock.
 - 8. ASTM D-1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil.
 - 9. ASTM D-1751 – Standard Specification for Performed Expansion Joint Filler for Concrete Paving and Structural Construction.
- C. American National Standards Institute (ANSI):
 - 1. ANSI B-16.22 – Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
 - 2. ANSI B-16.18 – Cast Copper Alloy Solder Joint Pressure Fittings.
 - 3. ANSI 372 – Lead Content Standard Requirements.
 - 4. ANSI A-10.6 – Safety & Health Program Requirements for Demolition Operations.
- D. American Concrete Institute (ACI):
 - 1. ACI 304 – Guide for Measuring, Mixing, Transporting, and Placing Concrete.
 - 2. ACI 117 – Specifications for Tolerances for Concrete Construction and Materials.
- E. American Water Work Association (AWWA):
 - 1. AWWA C-651-14 – Disinfecting New or Repaired Potable Water Mains.
- F. National Fire Protection Association (NFPA):
 - 1. NFPA 241 – Standard for Safeguarding Construction, Alteration, and Demolition Operations.
- G. California Code of Regulations (CCR):
 - 1. Title 17, Division 1 – State Department of Health Services.
 - 2. Title 19, Division 1 – Public Safety, State Fire Marshal Regulations.
 - 3. Title 22, Division 4 – Environmental Health.

H. California Building Code (CBC):

1. CBC chapter 25 – Gypsum Board, Gypsum Panel Products and Plaster.
 2. CBC chapter 29 – Plumbing Systems.
- I. California Plumbing Code (CPC):
1. CPC 415 – Drinking Fountains Requirements.
- J. Americans with Disabilities Act (ADA):
1. ADA 4.15 – Standards for Drinking Fountains and Water Coolers.

2.03 SYSTEM DESCRIPTION

All existing water fountains encompassed under the scope of this project are to be replaced with the already purchased water bottle refill stations. The existing water fountains, both indoor and outdoor, differ in kind, and consist of the following types: indoor single stationed water fountains, indoor bi-level water fountains, outdoor concrete based water fountains, outdoor steel water fountains with different bolt pattern than the concrete based water fountains, and outdoor pet-accessible fountains. In addition, the existing water fountains also vary by filtered fountains, non-filtered fountains, refrigerated fountains, and non-refrigerated fountains.

All of the new water bottle refill stations replacing the existing water fountains could be found under EXHIBIT “B”. This exhibit consists of:

- A. Table with both indoor and outdoor Elkay water bottle refill station models, unit description, and quantity.
- B. Table with both indoor and outdoor Elkay water bottle refill station models, shipping dimensions, unit dimensions, shipping weight, and quantity.
- C. Table with the installation locations for indoor Elkay water bottle refill stations.
- D. Table with the installation locations for outdoor Elkay water bottle refill stations.
- E. Image library for the existing indoor water fountains with letters indicating the locations of the fountains based the table in item “D” above.
- F. Image library for the existing outdoor water fountains.
- G. All of City Hall’s five (5) installation locations and plumbing as-builts.

2.04 SUBMITTALS

- A. Submit detailed Construction Schedule reflecting all activities necessary to complete the removal of existing fountains, installation of new water bottle refill stations, and restoration work. The Contractor’s Construction Schedule should indicate work for all thirty (30) installations, and it shall take into account the “Accepted Hours of Work” under Section 4.03. The Construction Schedule must be submitted to the City prior to issuance of notice to proceed.

- B. Submit proposed demolition and removal procedures necessary prior to installing the water bottle refill stations replacing the existing water fountains. Procedures submittals must be submitted to the City prior to issuance of notice to proceed. Procedures should include:
 - 1. Disconnection or interruption of utility services.
 - 2. Detailed description of methods and equipment to be used for each operation.
 - 3. Sequence of operations.
 - 4. Safety procedures regarding demolition work adjacent to occupied structures and property.
- C. Submit detailed plan describing how the Contractor intends to disinfect the water service connections for the water bottle refill station installation. Submittal must be submitted to the City prior to issuance of notice to proceed.
- D. Submit complete list detailing all materials and products proposed to be used for the water bottle refill station installation work for the City's written approval prior to delivery of materials to site. Identify materials source. All materials to comply with the standards and regulations mentioned in "References" under Section 2.02. The materials submittal list shall be submitted to the City prior to the issuance of notice to proceed. It shall be taken under account that the City needs fifteen (15) working days to review the submittals.
- E. Provide pre-construction photos of the existing conditions prior to the disturbance of proposed areas of construction for both indoor and outdoor installations.
- F. Upon completion of the water bottle refill station installations and after final inspection, submit a report verifying the proper installation and satisfactory operation of the units.

2.05 DELIVERY, STORAGE AND HANDLING

The Contractor is cautioned to exercise care in handling, loading, unloading and storing of the water bottle refill stations and all materials and products proposed to be furnished and used for the installation of the units.

PART 3 PRODUCTS

3.01 MANUFACTURERS

The City has purchased seven (7) different models of Elkay water bottle refill stations to be installed at City facilities and parks. The images for all of the new Elkay water bottle refill stations and the manufacturer provided product specifications can be found under EXHIBIT "B".

3.02 MATERIALS

- A. The Contractor shall furnish all labor, parts, materials, and equipment as necessary to install the water bottle refill stations. Any other equipment and products needed to accurately complete this project will be provided by the Contractor.
- B. All equipment and products shall comply with the standards listed under Section 2.02 "References".

PART 4 EXECUTION

4.01 EXAMINATION

Examine all of the existing indoor and outdoor water fountains, existing site conditions, and areas around the existing water fountains. Take pre-construction photos of the existing conditions prior to the disturbance of the proposed areas of construction for both indoor and outdoor installations.

4.02 ORDER OF WORK

- A. The City expects the following deliverables under the scope of work for the water bottle refill station installation project at City facilities (indoor installations) and Parks (outdoor installations):
 - 1. The Contractor shall participate in the facilities walk-through with the Project Manager and Facilities Manager and in the parks walk-through with Project Manager and Streets, Trees & Landscaping Manager prior to the commencement of work. Walk-throughs shall be conducted during normal business hours at a mutually agreeable time and date.
 - 2. The City furnished water bottle refill stations will be stored at the City of Milpitas Corporation Yard, located at 1265 North Milpitas Boulevard, until the Contractor is ready to install the water bottle refill stations in its specified locations.
 - 3. It is the Contractor's responsibility to verify the model number of the water bottle refill station with its specified location prior to installation. Pick-up of the water bottle refill stations for installation shall be coordinated with the Project Manager.
- B. The Contractor's Construction Schedule shall indicate the order of their work and the time period required in each area. Any changes to the schedule shall directly be coordinated with the Project Manager.
- C. The Contractor shall consider the limitations and restraints with respect to time for each installation of the water bottle refill station units for both the indoor and outdoor installations.
- D. Connections to existing systems shall not be made until the new construction has been satisfactorily disinfected per AWWA standards C-651-14.

- E. Disconnecting from the water system, connecting back to the system, as well as shutoffs, for construction and installations, shall be coordinated with the Project Manager.
- F. For the installation sites with more than one installation station (Dixon Landing Park, Gill Memorial Park, Cardoza Park, and the Sports Center), at least one water fountain must remain available for use while the other water fountains on site are being replaced. If the replacements are not completed within the same work day or becomes unattended, it is the contractor's responsibility to put "Caution" tape and an "Out of Order" sign on the water fountains and other measures necessary to address safety concerns.

4.03 ACCEPTED HOURS OF WORK

Allowable working hours shall be between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, unless otherwise specified. No work shall be performed after regular working hours, or work in excess of eight (8) hours a day, or on Saturday, Sunday, or any legal holiday, unless specified below. Any additional costs incurred by the City due to afterhours work by the Contractor will be deducted from any monies due or to become due to the Contractor. Ed Levin Park refill stations shall be installed on a Thursday while the park is closed.

Work outside of the allowable working hours should be performed at specified City facilities in an effort to minimize noise and interference of water fountains in high usage areas. Working outside of the allowable working hours will require prior coordination with the Project Manager. Authorized work outside of allowable working hours will apply to the installation for all units at the sites below:

- A. City Hall (5 water bottle refill stations) – All installations must be performed between the hours of 5:00 p.m. and midnight on Monday, Wednesday, Thursday, and Friday.
- B. Barbra Lee Senior Center (2 water bottle refill stations) – All installations must be performed between the hours of 5:00 p.m. and midnight, Monday through Friday.

4.04 INSTALLATION

The Contractor shall follow the step-by-step procedures available in the manufacturer provided installation manuals to ensure that all the water bottle refill stations are installed properly. The Contractor shall ensure that all the newly installed water fountains and refill stations meet the ADA requirement for lower fountains to have a minimum height of 27 inches from the ground. The fountain bowl shall have a maximum height of 34 inches from the ground. The installation manuals provided by the manufacturer are found under EXHIBIT "B".

4.05 SAFETY

- A. The Contractor shall comply with ANSI A10.6 and NFPA 241 for construction safety guidelines and procedures.

- B. It is the Contractor's responsibility to apply protection of work zone in order to prevent residents and bystanders, from possible safety hazards. Acceptable protection at the discretion of the City includes but is not limited to barricades, fencing, and/or cones with caution tape. The Contractor, before beginning construction, shall provide, maintain and remove upon completion of work all barricades around openings and excavations, fences around areas and other temporary construction, and warning signs.
- C. The Contractor shall be responsible for keeping the work space safe when performing the installation of water bottle refill stations. Special care shall be taken when work is performed in City parks since most of the existing fountains are placed close to sports fields and playgrounds.
- D. The temporary work shall conform to all requirements of State and Local Authorities, and of the Underwriters in regard to operation, safety, and fire hazards. The Contractor shall furnish and complete all items necessary for such construction and for conformity with such requirements whether or not called for under the separate sections of these specifications. Safety shall be considered as included in the contract unit prices paid for the various items of work performed and no additional compensation will be allowed.
- E. The Contractor agrees that he will assume sole and complete responsibility for job site conditions during the course of construction of this project, including the safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours.

4.06 UTILITY WORK

- A. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be arranged in advance with the Project Manager. The Contractor shall provide temporary services to all facilities interrupted by the Contractor's work.
- B. The Contractor shall maintain in operation during the duration of the Contract drainage lines, storm drains, sewers, water, gas, electrical, steam, irrigation systems, and other utility service lines including, but not limited to, low voltage systems and fire sprinkler systems within working area.
- C. It is the Contractor's responsibility to connect the new water bottle refill stations to the existing water service used for the water fountains. Water service to all City facilities must be maintained throughout the duration of the Contract. Prior to leaving the job site, the Contractor must ensure that water service is operational for normal daily use. If an installation is not completed during night work, prior to leaving the job site, the Contractor must restore work to a stage where the water service could be turned back on for the building for the normal daily use.
- D. All plumbing parts, replaced or installed as necessary, for the installation of the new water bottle refill stations, shall match existing parts.

- E. The Contractor is responsible to maintain services to remain and protect them against damage during selective demolition operations, locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.

4.07 FIELD QUALITY CONTROL AND FINAL INSPECTION

- A. The Contractor shall carefully inspect all portions of the work and ensure the sufficient operation and installation of the units.
- B. Advanced notice shall be given to the Project Manager after each bottle refill station has been installed and connected to the water system and is fully functional. Then, the Project Manager will inspect the installation of the water bottle refill station and confirm the functionality of the unit. No restoration of drywall or concrete shall occur prior to the verification of proper operation of the water bottle refill.
- C. Upon acceptance of the installation work and verification that the water bottle refill stations are operating correctly, the restoration of the area around the units shall then be performed and completed. Once all restoration is completed, the units will be ready for final inspection.
- D. For the final inspection, the Project Manager, together with the Contractor, shall promptly make a joint inspection of the work and note deficiencies, if any. If there are no deficiencies, or when noted deficiencies have been corrected and the Project Manager finds the work acceptable, then all conditions of the Contract have been fulfilled.

PART 5 MEASUREMENT AND PAYMENT

5.1 GENERAL

- A. The total price shall cover all work necessary for the proper and successful completion of the Contract. All work not specifically set forth as a pay item in the **Exhibit "I"** but necessary to meet the requirements of this Contract, shall be considered a subsidiary obligation of the Contractor, and all costs in connection therewith shall be included in the prices.
- B. Payment will be issued upon completion of each line item listed in the applicable schedule shown in **Exhibit "I"**.
- C. Payment for installation of the outdoor water bottle refill stations will be made at the contract price per unit cost upon completion and approval by the City for the work.

5.2 MOBILIZATION, DEMOBILIZATION, STORING, AND OTHER INCIDENTALS

- A. The work to be performed in accordance with this section includes the storing and movement of materials, personnel, equipment, supplies, and incidentals to the project site; for the establishment of facilities necessary for work on the project; for

premiums on bonds and insurance for the project; preparation of all necessary permits, submittals, and notifications; and for all the work and operations which must be performed or cost incurred before beginning work on the various contract items.

- B. Demobilization at the end of the job includes the removal of tools, materials, equipment, and facilities used by the Contractor during the installation and/or construction of the project and shall also include the final clean-up of the work site.
- C. Materials shall consist of equipment and tools necessary to move to the project site to perform work. Materials for items shall not be included under Mobilization.

5.3 INSTALLATION OF NEW OUTDOOR WATER BOTTLE REFILL STATIONS REPLACING EXISTING CONCRETE WATER FOUNTAINS AT GILL MEMORIAL PARK, DIXON LANDING PARK, AND CARDOZA PARK

- A. Under this item, the Contractor shall provide all work necessary to complete the installation of the new outdoor water bottle refill stations replacing five (5) existing concrete water fountains at the following locations: one (1) at Gill Memorial Park (Fountain #1), two (2) at Dixon Landing Park, and two (2) at Cardoza Park. This work includes, but is not limited to, saw cutting and removal of concrete, installation of a shutoff NPT lead-free brass gate valve and Chrissy valve box outside of the water fountain, replacement of old or malfunctioning parts of plumbing and drainage, connection to existing water connection and drainage, assembly of all parts, and installation of the new water bottle refill stations, as detailed in the step-by-step procedures provided by the manufacturer under EXHIBIT "B".
- B. Under item, the Contractor is responsible for performing concrete restoration from cold joint to cold joint after the water bottle refill stations have been satisfactorily operating. This work includes, but is not limited to, compaction of the base, installation of formwork, replacement of expansion joints where needed, placement of slip dowels, placement of Chrissy valve box for water shutoff, concrete pour, finish and slope assurance, as well as repair or replacement of additional concrete flags damaged during construction. The Contractor shall provide an even surface of uniform finish, color, texture and appearance like that of the surrounding existing concrete flags.
- C. Under this item, the Contractor is responsible for performing any test and verification necessary to ensure that the water bottle refill stations are operating satisfactorily.

5.4 INSTALLATION OF NEW OUTDOOR WATER BOTTLE REFILL STATIONS REPLACING EXISTING STAINLESS STEEL WATER FOUNTAINS AT DIXON LANDING PARK, PINWOOD PARK, AND CARDOZA PARK

- A. Under this item, the Contractor shall provide all work necessary to complete the installation of the new outdoor water bottle refill stations replacing three (3) existing stainless steel water fountains at Dixon Landing Park, Pinewood Park, and Cardoza Park. This work includes, but is not limited to, the replacement of old or malfunctioning parts of plumbing and drainage, installation of shutoff NPT lead-free brass gate valve and Chrissy valve box outside of the water fountain, connecting to existing water connection and drainage, assembly of all parts, and installation of the new water bottle refill stations as detailed in the step by step procedures provided by the manufacturer under EXHIBIT "B".

- B. Under this item, the Contractor is responsible, after the water bottle refill stations have been satisfactorily operating, installed, and inspected, for performing concrete restoration from cold joint to cold joint. This work includes, but is not limited to, compaction of the base, installation of formwork, replacement of the expansion joints where needed, placement of slip dowels, placement of Chrissy valve box for water shutoff, concrete pour, finish and slope assurance, as well as repair or replacement of additional concrete flags damaged during construction. The Contractor shall provide an even surface of uniform finish, color, texture, and appearance like that of surrounding existing concrete flags.
- C. Under this item, the Contractor is responsible for performing any test and verification necessary to ensure that the water bottle refill stations are operating satisfactorily.

5.5 INSTALLATION OF NEW OUTDOOR WATER BOTTLE REFILL STATIONS REPLACING EXISTING FOUNTAINS AT HALL MEMORIAL PARK, JONES MEMORIAL PARK, SPORTS CENTER, AND ROBERT E. BROWNE PARK

- A. Under this item, the Contractor shall provide all work necessary to complete the installation of the new outdoor water bottle refill stations replacing four (4) existing stainless steel water fountains at Hall Memorial Park, Jones Memorial Park, Sports Center, and Robert E. Browne Park. This work includes, but is not limited to, the replacement of old or malfunctioning parts of plumbing and drainage, connection to existing water connection and drainage, assembly of all parts, and installation of the new refill stations as detailed in the step-by-step procedures provided by the manufacturer under EXHIBIT "B". Installations at these locations do not require placement of shutoff valves and Chrissy valve boxes outside the fountains as all the shutoffs are in working conditions.
- B. Under this item, the Contractor is responsible, after the water bottle refill stations have been satisfactorily operating, installed and inspected, for performing restoration and replacement of concrete flags damaged during construction. The Contractor shall provide an even surface of uniform finish, color, texture, and appearance like that of surrounding existing concrete flags.
- C. Under this item, the Contractor is responsible for performing any test and verification necessary to ensure that the water bottle refill stations are operating satisfactorily.

5.6 INSTALLATION OF NEW OUTDOOR WATER BOTTLE REFILL STATIONS REPLACING EXISTING FOUNTAINS AT ED LEVIN COUNTY DOG PARK

- A. Under this item, the Contractor shall provide all work necessary to complete the installation of the new outdoor water bottle refill stations replacing two (2) existing water fountains at Ed Levin County Dog Park. This work includes, but is not limited to, the installation of shutoff NPT lead-free brass gate valve and Chrissy valve box outside of the water fountain, replacement of old or malfunctioning parts of plumbing and drainage, connection to existing water connection and drainage, assembly of all parts, and installation of the new refill stations as detailed under the step by step procedures provided by the manufacturer under EXHIBIT "B".
- B. Under this item, the Contractor is responsible, after the water bottle refill stations have been satisfactorily operating, for pouring two (2) 4x4 feet concrete pads, one (1) on each side of the fence for both refill stations. This work includes, but is not limited to, minor soil removal and excavation, Class 2 Aggregate Base pour and

compaction at six (6) inches depth, installation of formwork, placement of Chrissy valve box for water shutoff, and concrete pour at minimum six (6) inches depth.

- C. Under this item, the Contractor is responsible for performing any test and verification necessary to ensure that the water bottle refill stations are operating satisfactorily.

5.7 INSTALLATION OF NEW OUTDOOR WATER BOTTLE REFILL STATION REPLACING EXISTING FOUNTAIN OUTSIDE OF CITY HALL NEAR FLAG POLES

- A. Under this item, the Contractor shall provide all work necessary to complete the installation of the new outdoor water bottle refill station replacing the existing concrete based water fountain outside of City Hall near flag poles and ADA ramp. This work includes, but is not limited to, saw cutting and removal of concrete, replacement of old or malfunctioning parts of plumbing and drainage, connection to existing water connection and drainage, placement of a shutoff NPT lead-free brass valve next to the station, assembly of all parts, and installation of the new water bottle refill station as detailed under the step by step procedures provided by the manufacturer under EXHIBIT "B".
- B. Under this item, the Contractor is responsible, after the water bottle refill stations have been satisfactorily operating, installed, and inspected, for performing concrete restoration from cold joint to cold joint. This work includes, but is not limited to, compaction of base, installation of expansion joints, placement of slip dowels, concrete pour, finishing and slope assurance, as well as repair or replacement of additional concrete flags damaged during construction. The Contractor shall provide an even surface of uniform finish, color, texture, and appearance like that of surrounding existing concrete flags.
- C. Under this item, the Contractor is responsible for performing any test and verification necessary to ensure that the water bottle refill station is operating satisfactorily.

5.8 INSTALLATION OF NEW OUTDOOR WATER BOTTLE REFILL STATION REPLACING EXISTING STAINLESS STEEL PET FRIENDLY WATER FOUNTAIN AT O'TOOLE ELMS PARK

- A. Under this item, the Contractor shall provide all work necessary to complete the installation of the new bi-level tubular outdoor water bottle refill station with pet fountain replacing the existing stainless steel water fountain. This work includes, but is not limited to, the replacement of old or malfunctioning parts of plumbing and drainage, installation of shutoff NPT lead-free brass gate valve and Chrissy valve box outside of the water fountain, connecting to existing water connection and drainage, assembly of all parts, and installation of the new water bottle refill station, as detailed under the step by step procedures provided by the manufacturer under EXHIBIT "B".
- B. Under this item, the Contractor is responsible for performing all work necessary to install the freeze resistant valve assembly per the installation manual's guidance. This work includes, but is not limited to, digging out a 2x2 feet pit to a depth of five (5) to six (6) feet to place the valve assembly beneath the frost line, connecting the six (6) inch PVC column containing the valve assembly to the cleanout and to the fountain, connecting the water inlet at the bottom of the valve assembly to the existing water service, as well as connecting the drain lines to the existing drainage.

- C. Under this item, the Contractor is responsible, after the water bottle refill stations have been satisfactorily operating, installed, and inspected, for backfilling the pit and performing concrete restoration. This work includes, but is not limited to, pouring and compaction of six (6) inch layer of Class 2 Aggregate Base, installing of formwork, replacing expansion joints where needed, placement of slip dowels, placement of Chrissy valve box for water shutoff, concrete pour, finishing and slope assurance, as well as repairing or replacing additional concrete flags damaged during construction. The Contractor shall provide an even surface of uniform finish, color, texture and appearance like that of surrounding existing concrete flags.
- D. Under this item, the Contractor is responsible for performing any test and verification necessary to ensure that the water bottle refill station is operating satisfactorily.

5.9 INSTALLATION OF NEW OUTDOOR WATER BOTTLE REFILL STATION REPLACING EXISTING FOUNTAIN AT GILL MEMORIAL PARK BY THE PLAYGROUND NEXT TO THE BENCH – FOUNTAIN #2

- A. Under this item, the Contractor shall provide all work necessary to complete the installation of the new outdoor water bottle refill station replacing the existing concrete based water fountain #2 at Gill Memorial Park by the playground next to the bench. This work includes, but is not limited to, saw cutting and removal of concrete, removal of wooden post, installation of shutoff NPT lead-free brass gate valve and Chrissy valve box outside of the water fountain, replacing in kind of the utility box, replacement of old or malfunctioning parts of plumbing and drainage, connecting to existing water connection and drainage, assembly of all parts, and installation of the new refill station, as detailed under the step by step procedures provided by the manufacturer under EXHIBIT "B".
- B. Under this item, the Contractor is responsible, after the water bottle refill stations have been satisfactorily operating, installed, and inspected, for performing concrete restoration from cold joint to cold joint. This work includes, but is not limited to, compaction of the base, installation of formwork, replacing expansion joints where needed, placement of slip dowels, placement of Chrissy valve box for water shutoff, concrete pour, finishing and slope assurance, as well as repairing or replacing additional concrete flags damaged during construction. The Contractor shall provide an even surface of uniform finish, color, texture, and appearance like that of surrounding existing concrete flags.
- C. Under this item, the Contractor is responsible for performing any test and verification necessary to ensure that the water bottle refill station is operating satisfactorily.

5.10 INSTALLATION OF NEW INDOOR WATER BOTTLE REFILL STATIONS REPLACING EXISTING WATER FOUNTAINS TYPE "D" – SINGLE STATIONED

- A. Under this item, the Contractor shall perform all work necessary to complete the installation of the new single stationed indoor water bottle refill stations replacing existing water fountains type "D." This work includes, but is not limited to, all the preparation work needed for the installation, connection to the exiting water supply line, assembly and installation of all parts of the new units. These parts are included, but not limited to, the hanger bracket, the cooler, the bottle filler, filter unit, and the programming screen on the upper part of the bottle filler section which shall be programmed to obtain proper functional water bottle refill stations as detailed under the step by step procedures provided by the manufacturer under EXHIBIT "B".

- B. Under this item, the Contractor is responsible for performing all preparatory work necessary for installation of the refill stations. This work includes, but is not limited to, cutting and removing existing construction such as dry wall and other surfaces, removing or replacing old or malfunctioning appurtenances of the plumbing and drain line, adjusting alignment of plumbing, as well as performing any electric work necessary for the installation.
- C. Under this item, the Contractor is responsible, after the water bottle refill stations have been satisfactorily installed and inspected, for performing drywall restoration. This work includes, but is not limited to, employing skilled workers to perform installation of drywall and patching, closing up open surfaces, refinishing, filling, providing an even surface of uniform finish, color, texture, and appearance. The Contractor shall extend finished restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing. The Contractor is responsible to patch and repair materials and surfaces cut or damaged during demolition and installation of refill stations, which includes but is not limited to, metal panels, woodwork, plastered surfaces, aggregate wall coating, wall covering, terrazzo, and other materials and wall surfaces.
- D. Under this item, the Contractor is responsible for performing any test and verification necessary to ensure that the water bottle refill stations are operating satisfactorily.

5.11 INSTALLATION OF NEW INDOOR WATER BOTTLE REFILL STATIONS REPLACING EXISTING WATER FOUNTAINS TYPE "A" – BI-LEVEL STATIONS

- A. Under this item, the Contractor shall perform all work necessary to complete the installation of the new Bi-leveled indoor water bottle refill stations replacing existing water fountains type "A." This work includes, but is not limited to, all the preparation work needed for the installation, connection to the exiting water supply line, assembly and installation of all parts of the new units. These parts are included, but not limited to, the hanger bracket, the cooler, the bottle filler, filter unit, and the programming screen on the upper part of the bottle filler section which shall be programmed to obtain proper functional water bottle refill stations as detailed under the step by step procedures provided by the manufacturer under EXHIBIT "B". All work under this item requires night work.
- B. Under this item, the Contractor is responsible for performing all preparatory work necessary for the installation of the water bottle refill stations. This work includes, but is not limited to, cutting and removing existing construction such as dry wall and other surfaces, removing or replacing old or malfunctioning appurtenances of the plumbing and drain line, adjusting alignment of plumbing, as well as performing any electric work necessary for the installation.
- C. Under this item, the Contractor is responsible, after the water bottle refill stations have been satisfactorily installed and inspected, for performing drywall restoration. This work includes, but is not limited to, employing skilled workers to perform installation of drywall and patching, closing up open surfaces, refinishing, filling, providing an even surface of uniform finish, color, texture, and appearance. The Contractor shall extend finished restoration into retained adjoining construction in a manner that will eliminate evidence of patching, and refinishing. The Contractor is responsible for patching and repairing materials and surfaces cut or damaged during demolition and installation of refill stations, which includes but is not limited to, metal

panels, woodwork, plastered surfaces, aggregate wall coating, wall covering, terrazzo, and other materials and wall surfaces.

- D. Under this item, the Contractor is responsible for adjusting the water connection point, drain pipe connection, electrical outlet, and other components to match the positioning and the alignment necessary for both levels of the new Bi-level water refill stations as well as ensuring the refill stations comply with the minimum ADA height requirements.
- E. Under this item, the Contractor is responsible for performing any test and verification necessary to ensure that the water bottle refill stations are operating satisfactorily.

5.12 INSTALLATION OF NEW INDOOR WATER BOTTLE REFILL STATIONS REPLACING EXISTING WATER FOUNTAINS TYPE "B" – BI-LEVEL STATIONS

- A. Under this item, the Contractor shall perform all work necessary to complete the installation of the new Bi-leveled indoor water bottle refill stations replacing existing water fountains type "B." This work includes, but is not limited to, all the preparation work needed for the installation, connection to the exiting water supply line, assembly and installation of all parts of the new units. These parts are included, but not limited to, the hanger bracket, the cooler, the bottle filler, filter unit, and the programming screen on the upper part of the bottle filler section which shall be programmed to obtain proper functional water bottle refill stations as detailed under the step by step procedures provided by the manufacturer under EXHIBIT "B". All work under this item requires night work.
- B. Under this item, the Contractor is responsible for performing all preparatory work necessary for installation of the refill stations. This work includes, but is not limited to, cutting and removing existing construction such as dry wall and other surfaces, removing or replacing old or malfunctioning appurtenances of the plumbing and drain line, adjusting alignment of plumbing, as well as performing any electric work necessary for the installation.
- C. Under this item, the Contractor is responsible, after the water bottle refill stations have been satisfactorily installed and inspected, for performing drywall restoration. This work includes, but is not limited to, employing skilled workers to perform installation of drywall and patching, closing up open surfaces, refinishing, filling, providing an even surface of uniform finish, color, texture, and appearance. The Contractor shall extend finished restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing. The Contractor is responsible for patching and repairing materials and surfaces cut or damaged during demolition and installation of refill stations, which includes but is not limited to, metal panels, woodwork, plastered surfaces, aggregate wall coating, wall covering, terrazzo, and other materials and wall surfaces.
- D. Under this item, the Contractor is responsible for adjusting the water connection point, drain pipe connection, electrical outlet, and other components to match the positioning and the alignment necessary for both levels of the new Bi-level water refill stations as well as ensuring the refill stations comply with the minimum ADA height requirements.
- E. Under this item, the Contractor is responsible for performing any test and verification necessary to ensure that the water bottle refill stations are operating satisfactorily.

5.13 INSTALLATION OF NEW INDOOR WATER BOTTLE REFILL STATION REPLACING EXISTING WATER FOUNTAINS TYPES “C, F, and G” – BI-LEVEL STATIONS

- A. Under this item, the Contractor shall perform all work necessary to complete the installation of the new Bi-leveled indoor water bottle refill stations replacing existing water fountains types “C, F and G.” This work includes, but is not limited to, all the preparation work needed for the installation, connection to the exiting water supply line, assembly and installation of all parts of the new units. These parts are included, but not limited to, the hanger bracket, the cooler, the bottle filler, filter unit, and the programming screen on the upper part of the bottle filler section which shall be programmed to obtain proper functional water bottle refill stations as detailed under the step by step procedures provided by the manufacturer under EXHIBIT “B”.
- B. Under this item, the Contractor is responsible for performing all preparatory work necessary for installation of the refill stations. This work includes, but is not limited to, cutting and removing existing construction such as dry wall and other surfaces, removing or replacing old or malfunctioning appurtenances of the plumbing and drain line, adjusting alignment of plumbing, as well as performing any electric work necessary for the installation.
- C. Under this item, the Contractor is responsible, after the water bottle refill stations have been satisfactorily installed and inspected, for performing drywall restoration. This work includes, but is not limited to, employing skilled workers to perform installation of drywall and patching, closing up open surfaces, refinishing, filling, providing an even surface of uniform finish, color, texture, and appearance. The Contractor shall extend finished restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing. The Contractor is responsible to patch and repair materials and surfaces cut or damaged during demolition and installation of refill stations, which includes but is not limited to, metal panels, woodwork, plastered surfaces, aggregate wall coating, wall covering, terrazzo, and other materials and wall surfaces.
- D. Under this item, the Contractor is responsible for adjusting the water connection point, drain pipe connection, electrical outlet, and other components to match the positioning and the alignment necessary for both levels of the new Bi-level water refill stations as well as ensuring the refill stations comply with the minimum ADA height requirements.
- E. Under this item, the Contractor is responsible for performing any test and verification necessary to ensure that the water bottle refill stations are operating satisfactorily.

5.14 INSTALLATION OF NEW INDOOR WATER BOTTLE REFILL STATIONS REPLACING EXISTING WATER FOUNTAINS TYPE “E” – BI-LEVEL STATIONS

- A. Under this item, the Contractor shall perform all work necessary to complete the installation of the new Bi-leveled indoor water bottle refill stations replacing existing water fountains type “E.” This work includes, but is not limited to, all the preparation work needed for the installation, connection to the exiting water supply line, assembly and installation of all parts of the new units. These parts are included, but not limited to, the hanger bracket, the cooler, the bottle filler, filter unit, and the programming screen on the upper part of the bottle filler section which shall be programmed to obtain proper functional water bottle refill stations as detailed under

the step by step procedures provided by the manufacturer under EXHIBIT "B". All work under this item requires night work.

- B. Under this item, the Contractor is responsible for performing all preparatory work necessary for installation of the refill stations. This work includes, but is not limited to, cutting and removing existing construction such as dry wall and other surfaces, removing or replacing old or malfunctioning appurtenances of the plumbing and drain line, adjusting alignment of plumbing, as well as performing any electric work necessary for the installation.
- C. Under this item, the Contractor is responsible, after the water bottle refill stations have been satisfactorily installed and inspected, for performing drywall restoration. This work includes, but is not limited to, employing skilled workers to perform installation of drywall and patching, closing up open surfaces, refinishing, filling, providing an even surface of uniform finish, color, texture, and appearance. The Contractor shall extend finished restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing. The Contractor is responsible to patch and repair materials and surfaces cut or damaged during demolition and installation of refill stations, which includes but is not limited to, metal panels, woodwork, plastered surfaces, aggregate wall coating, wall covering, terrazzo, and other materials and wall surfaces.
- D. Under this item, the Contractor is responsible for performing any test and verification necessary to ensure that the water bottle refill stations are operating satisfactorily.

5.15 INSTALLATION OF NEW INDOOR WATER BOTTLE REFILL STATIONS REPLACING EXISTING WATER FOUNTAINS TYPE "H" – BI-LEVEL STATIONS

- A. Under this item, the Contractor shall perform all work necessary to complete the installation of the new Bi-leveled indoor water bottle refill stations replacing existing water fountains type "H." This work includes, but is not limited to, all the preparation work needed for the installation, connection to the exiting water supply line, assembly and installation of all parts of the new units. These parts are included, but not limited to, the hanger bracket, the cooler, the bottle filler, filter unit, and the programming screen on the upper part of the bottle filler section which shall be programmed to obtain proper functional water bottle refill stations as detailed under the step by step procedures provided by the manufacturer under EXHIBIT "B".
- B. Under this item, the Contractor is responsible for performing all preparatory work necessary for installation of the refill stations. This work includes, but is not limited to, cutting and removing existing construction such as dry wall, concrete, and other surfaces; removing or replacing old or malfunctioning appurtenances of the plumbing and drain line; adjusting alignment of plumbing; as well as performing any electric work necessary for the installation.
- C. Under this item, the Contractor is responsible, after the water bottle refill stations have been satisfactorily installed and inspected, for performing concrete and drywall restoration. This work includes, but is not limited to, employing skilled workers to perform installation of drywall and patching, closing up open surfaces, refinishing, filling, providing an even surface of uniform finish, color, texture, and appearance. The Contractor shall extend finished restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing. The Contractor is responsible to patch and repair materials and surfaces cut or damaged during demolition and installation of refill stations, which includes but is not limited to, metal

panels, woodwork, plastered surfaces, aggregate wall coating, wall covering, terrazzo, and other materials and wall surfaces.

- D. Under this item, the Contractor is responsible for performing any test and verification necessary to ensure that the water bottle refill stations are operating satisfactorily.

5.16 REMOVAL AND DISPOSAL OF EXISTING DRINKING FOUNTAINS – REFRIGERATED

- A. Under this item, the Contractor is responsible for the removal and disposal of existing refrigerated drinking fountains from installation sites. This work includes, but is not limited to, detaching the existing water fountains and its appurtenances from the existing water system service, drain line, and electric connection; verifying that utilities have been disconnected and capped; off hauling and disposing the refrigerated drinking fountains from site; and protecting items from damage during transport. The Contractor shall dispose the fountains at a location outside of the City's premises.

5.17 REMOVAL AND DISPOSAL OF EXISTING DRINKING FOUNTAINS – NON-REFRIGERATED

- A. Under this item, the Contractor is responsible for the removal and disposal of existing non-refrigerated drinking fountains from installation sites. This work includes, but is not limited to, detaching the existing water fountains and its appurtenances from the existing water system service and drain line, verifying that utilities have been disconnected and capped, off hauling and disposing the refrigerated drinking fountains from site, and protecting items from damage during transport. The Contractor shall dispose the fountains at a location outside of the City's premises.

EXHIBIT “B”

[BEGINS ON FOLLOWING PAGE]

EXHIBIT “B”

PLANS AND SPECIFICATIONS

List of Elkay Water Bottle Refill Stations and Filter Replacement Models:

Item	Model Number	Unit Description	Quantity
1	LZSTL8WSSP	Elkay Enhanced EZH2O Bottle Filling Station with Bi-level ADA, Cooler Filtered 8 GPH Stainless Item must come with one filter per unit.	7
2	LZWS-LRPBM28K	Elkay EZH2O Bottle Filling Station with Integral Refrigerated, SwirlFlo Fountain Filtered 8 GPH Stainless Item must come with one filter per unit.	4
3	LK4420BF1U	Elkay Outdoor EZH2O Bottle Filling Station Bi-Level Pedestal, Non-Filtered Non-Refrigerated in Grey	14
4	LZS8WSSP	Elkay Enhanced EZH2O Bottle Filling Station with Single ADA, Cooler Filtered 8 GPH Stainless Item must come with one filter per unit.	1
5	VRCTL8WSK	Elkay EZH2O Bottle Filling Station with Bi-Level Vandal-Resistant, Cooler Non-Filtered Refrigerated Stainless	1
6	LK4420BF1UDB	Elkay Outdoor ezH2O Bottle Filling Station Bi-Level Pedestal, with Pet Station Non-Filtered Non-Refrigerated	2
7	LK4420BF1UDBFRK GRY	Elkay Outdoor ezH2O Bottle Filling Station Bi-Level Pedestal, with Pet Station Non-Filtered Non-Refrigerated Freeze Resistant Gray	1

Elkay Water Bottle Refill Station Model Numbers, Size and Weight

Model Number	Shipping Dimensions	Unit Dimensions	Shipping Weight	QTY.
LZSTL8WSSP	L: 20-1/2" W: 19-11/16" H: 38-1/4"	L: 36-3/4" W: 19" H: 39-1/2"	98 lbs	7
LZWS-LRPBM28K	L: 59-3/4" W: 60-3/4" H: 39-1/16"	L: 38-1/2" W: 19" H: 55-1/16"	173 lbs	4
LK4420BF1U	L: 46-1/2" W: 16-1/2" H: 33-1/4"	L: 14" W: 31" H: 64"	147 lbs	14
LK4420BF1UDB	L: 46-1/2" W: 28-1/2" H: 32-3/4"	L: 26" W: 31" H: 64"	184 lbs	2
LK4420BF1UDBFRKGRY	L: 46-1/2" W: 36-5/8" H: 64-11/16"	L: 26" W: 31" H: 64"	224 lbs	1
LZS8WSSP	L: 20-1/2" W: 19-11/16" H: 29	L: 18-3/8" W: 19" H: 39-7/16"	71 lbs	1
VRCTL8WSK	L: 22-3/4" W: 31-11/16" H: 25-13/16"	L: 36-1/8" W: 31-11/16" H: 38-13/16"	118 lbs	1
			TOTAL	30

Installation Locations

Indoor Units Table					
Facility Name	Current Drinking Fountain Description	Unit	Proposed Installations	New Model Numbers (See EXHIBIT "B" "water bottle refill station images")	Current Model Installed (See "current water fountain image library" below)
City Hall	Haws Corporation bi-level fountain (push bar).	1	Back end of HR department. Employee only.	LZSTL8WSSP	A
	Haws Corporation bi-level fountain (push button), newer version. Next to pay phones/bathrooms.	1	Located next to elevator in lobby	LZWS-LRPBM28K	B
	Haws Corporation bi-level fountain (push button), newer version. Next to elevator on second floor.	1	Second floor elevator	LZWS-LRPBM28K	B
	Haws Corporation bi-level fountain (push bar), second floor in planning department area.	1	Second floor, back end of planning department. Employee only.	LZSTL8WSSP	A
	Haws Corporation bi-level fountain (push bar), third floor.	1	Third floor, back end of department. Employee only fountain.	LZSTL8WSSP	A
Community Center	Bi-level fountain, near bathrooms and vending machines in entrance hall (level/push dispenser)	1	Right hand side of entrance hall, next to bathrooms and vending machines	LZSTL8WSSP	C
	Bi-level fountain, near bathrooms directly past Community Center	1	Left hand side of hallway, past the Recreation	LZSTL8WSSP	C

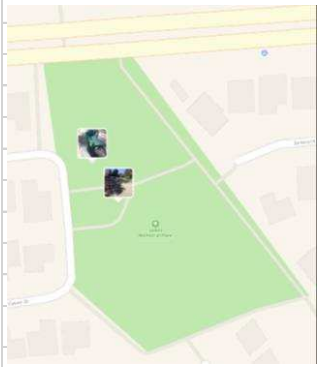
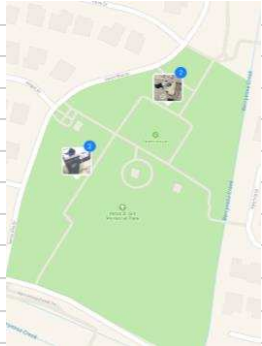
	reception desk (lever/push dispenser)		Services reception desk.		
Barbara Lee Senior Center	Elkay (hands free) bi-level fountain, located next to bathrooms in entrance hall	1	Entrance hall, next to bathrooms	LZWS-LRPBM28K	E
	Elkay (hands free) bi-level fountain, located next to recreation room (with ping pong tables).	1	Outside of recreation room next to Electrical storage room #145	LZWS-LRPBM28K	E
Milpitas Sports Center	Bi-level fountain (push button) in main lobby, next to Large Gym.	1	Next to Large Gym and across from reception desk	LZSTL8WSSP	G
	Bi-level fountain (push button) next to Dance Studio II room.	1	Next to Dance Studio II	LZSTL8WSSP	F
	Bi-level fountain (push button) outside by pool entrance. Very old, looks like duct tape is holding parts of it together.	1	Next to Pool entrance/check-in desk	VRCTL8WSK	H
Public Works Department	Haws Corporation single (push bar) fountain, to the right of the break room.	1	Next to break room	LZS8WSSP	D
	TOTAL	13			

Outdoor Units Table		
Installation Location	Units	NEW Model Number
O'Toole Elms Park	1	LK4420BF1UDBFRKGRY
Hall Memorial Park	1	LK4420BF1U
Dixon Landing Park	3	LK4420BF1U
Jones Memorial Park	1	LK4420BF1U
Gill Memorial Park	2	LK4420BF1U
Pinewood Park	1	LK4420BF1U
Sports Center/Cardoza	4	LK4420BF1U
Robert E. Browne Park "Yellowstone Park" across from Murphy Park	1	LK4420BF1U
Ed Levin County Park – UPPER DOG Park	2	LK4420BF1UDB
Outside City Hall by flag poles	1	LK4420BF1U
Totals	17	

Current Indoor Water Fountain Image Library

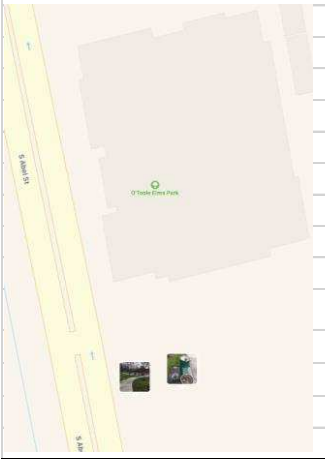
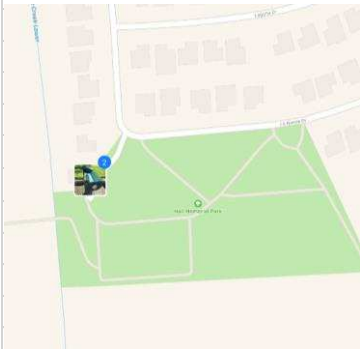
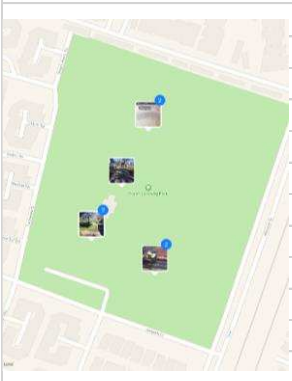


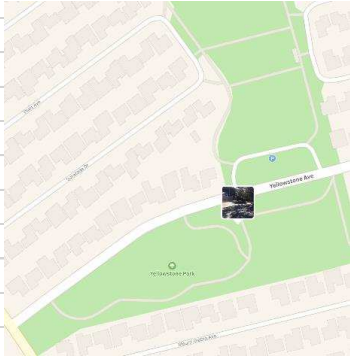
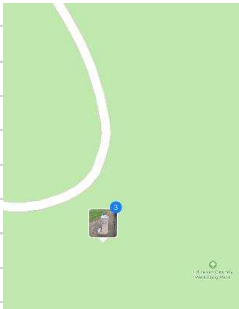
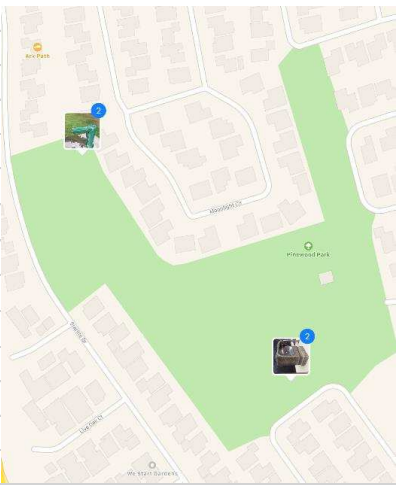
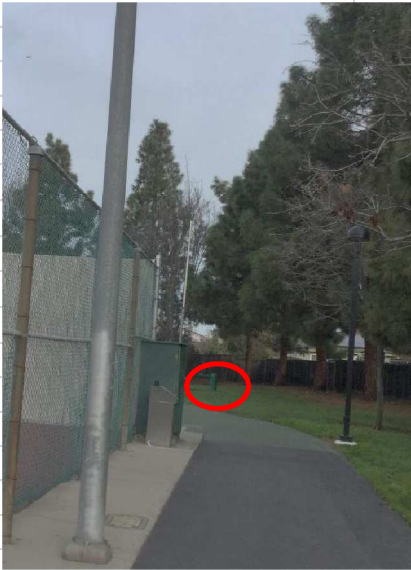
Current Outdoor Water Fountain Image Library

Name of Park	NEW Proposed Installations	NEW Model Number
Jones Memorial Park	1	LK4420BF1U
Must be replaced within same day of reomving old unit		
 		
Gill Memorial Park	2	LK4420BF1U
One unit shall remain available for public use while remaining units are being replaced		
Fountain #1		Fountain #2
  		 

Outside of City Hall near flag poles	1	LK4420BF1U
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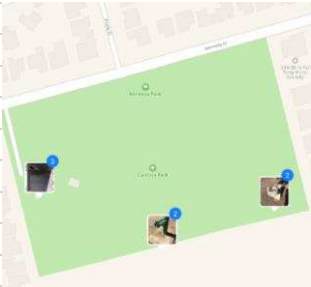


Name of Park	NEW Proposed Installations	NEW Model Number
O'Toole Elms Park	1	LK4420BF1UDBFRKGRY
Must be replaced within same day of reomving old unit		
		
Hall Memorial Park	1	LK4420BF1U
Must be replaced within same day of reomving old unit		
		
Dixon Landing Park	3	LK4420BF1U
One unit shall remain available for public use while remaining units are being replaced		
	     	

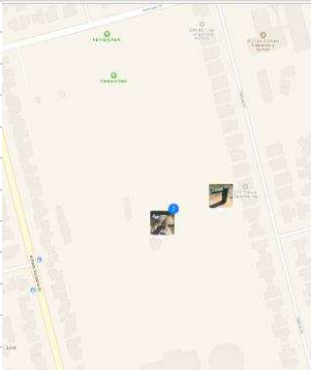
Name of Park	NEW Proposed Installations	NEW Model Number
Robert E. Browne Park "Yellowstone Park" across from Murphy Park	1	LK4420BF1U
Must be replaced within same day of reomving old unit		
  		
Ed Levin County Park – UPPER DOG Park	2	LK4420BF1UDBGY
County Dog Park refill stations shall be installed on a Thursday while the park is closed.		
   		
Pinewood Park	1	LK4420BF1U
  		

Cardoza (3)	3	LK4420BF1U
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One unit shall remain available for public use while remaining units are being replaced

Sports Center (1)	1	LK4420BF1U
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WATER BOTTLE REFILL STATION IMAGES

LZSTL8WSSP  A stainless steel water bottle refill station with two drinking fountains. The top section has a digital display and a bottle icon. The bottom section has two separate drinking fountains with push buttons.	LZWS-LRPBM28K  A stainless steel wall-mounted water bottle refill station. It features a central bottle filling station with a digital display and two side drinking fountains with push buttons.	LK4420BF1U  A green, freestanding water bottle refill station. It has a tall vertical body with a bottle filling station at the top and a side drinking fountain with a push button.
VRCTL8WSK - * outside Sports Center in Pool Area  A stainless steel water bottle refill station with two drinking fountains. It has a digital display and a bottle icon on the top panel. The bottom panel has two separate drinking fountains with push buttons.	LZS8WSSP  A stainless steel water bottle refill station with a single drinking fountain. It features a digital display and a bottle icon on the top panel. The bottom panel has a single drinking fountain with a push button.	LK4420BF1UDBFRKGRY  A grey, freestanding water bottle refill station. It has a tall vertical body with a bottle filling station at the top and a side drinking fountain with a push button.
LK4420BF1UDB (non-freeze resistant)		



PRODUCT SPECIFICATIONS

Elkay Outdoor ezH2O[®] Bottle Filling Station Bi-Level Pedestal, Non-Filtered Non-Refrigerated. Features shall include 316 Stainless, Laminar Flow, Heavy Duty Vandal-Resistant. Furnished with Vandal-Resistant bubbler. Mechanical Front Bubbler Button activation. Product shall be Floor Mount/Freestanding, for Outdoor applications, serving 2 station(s). Unit shall be lead-free design which is certified to NSF/ANSI 61 & 372 (lead free) and meets Federal and State low-lead requirements.

Special Features:	316 Stainless, Laminar Flow, Heavy Duty Vandal-Resistant
Finish:	Beige (BGE), Black (BLK), Blue (BLU), Brown (BRN), Evergreen (EVG), Gray (GRY), Orange (ORN), Purple (PUR), Red (RED), Terracotta (TER), White (WHT), Yellow (YLW)
Power:	No Electrical Required
Bubbler Style:	Vandal-Resistant
Activation by:	Mechanical Front Bubbler Button
Mounting Type:	Floor Mount/Freestanding
Chilling Option:	Non-Refrigerated
Dimensions (L x W x H):	14" x 31" x 64"
Approx. Shipping Weight:	184 lbs.
Installation Location:	Outdoor
No. of Stations Served:	2

Special Note: Bottle Filler Stations 1 (Upper), Bubbler Stations 1 (Low), Choose from 12 color options

- Mechanically-Activated bubbler continues to supply water in event of service disruptions.
- Laminar flow provides clean fill with minimal splash.
- Base material constructed from marine-grade 316 stainless steel provides the ultimate corrosion protection from even the most corrosive elements.
- Heavy Duty Vandal-Resistant:
 - Tamper resistant screws
 - Resists stains and corrosion
 - Heavy-gauge construction
- Vandal-resistant, bubblers are one-piece, chrome plated with integral hood guard design to prevent contamination from other users, airborne deposits and tampering.



AMERICAN PRIDE. A LIFETIME TRADITION.

Like your family, the Elkay family has values and traditions that endure. For almost a century, Elkay has been a family-owned and operated company, providing thousands of jobs that support our families and communities.



Included with Product: Outdoor Bottle Filler

PRODUCT COMPLIANCE

ADA & ICC A117.1

Buy American Act

GreenSpec[®]

NSF/ANSI 61 & 372 (lead free)



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

[Installation Instructions \(PDF\)](#)

Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.

[Warranty \(PDF\)](#)

OPTIONAL ACCESSORIES

LK4471LHB - Locking Hose Bib

97890C - Accessory - Direct Bury Adaptor

PART: _____ QTY: _____

PROJECT: _____

CONTACT: _____

DATE: _____

NOTES: _____

APPROVAL: _____

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits. When making a comparison of other producers' offerings, be certain these features are not overlooked.

MOUNTING INSTRUCTIONS and PLUMBING CONNECTIONS

Provide solid, well-drained surface to mount pedestal fountain (concrete pad recommended) with adequate support (300 lb. load minimum). (6) 3/8" minimum fasteners (not included) should be attached firmly to mounting surface in order to secure unit. (Refer to rough-in diagram)

Locate and install plumbing through ground as required.

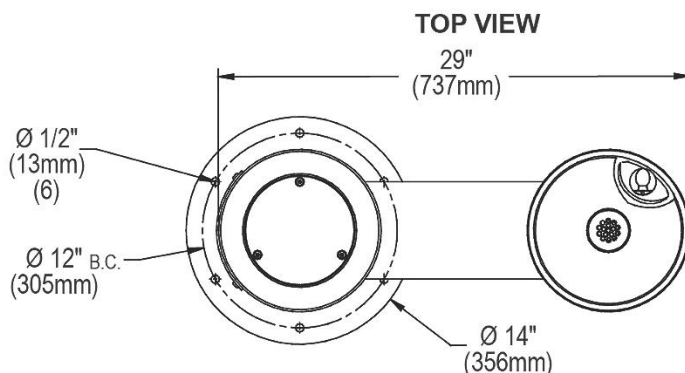
NOTE: Unit is not furnished with service valve.

Position pedestal over plumbing and secure base to fasteners. Remove access panels and connect supply and water lines. Turn on water supply and check for leaks. Reassemble access panels to pedestal.

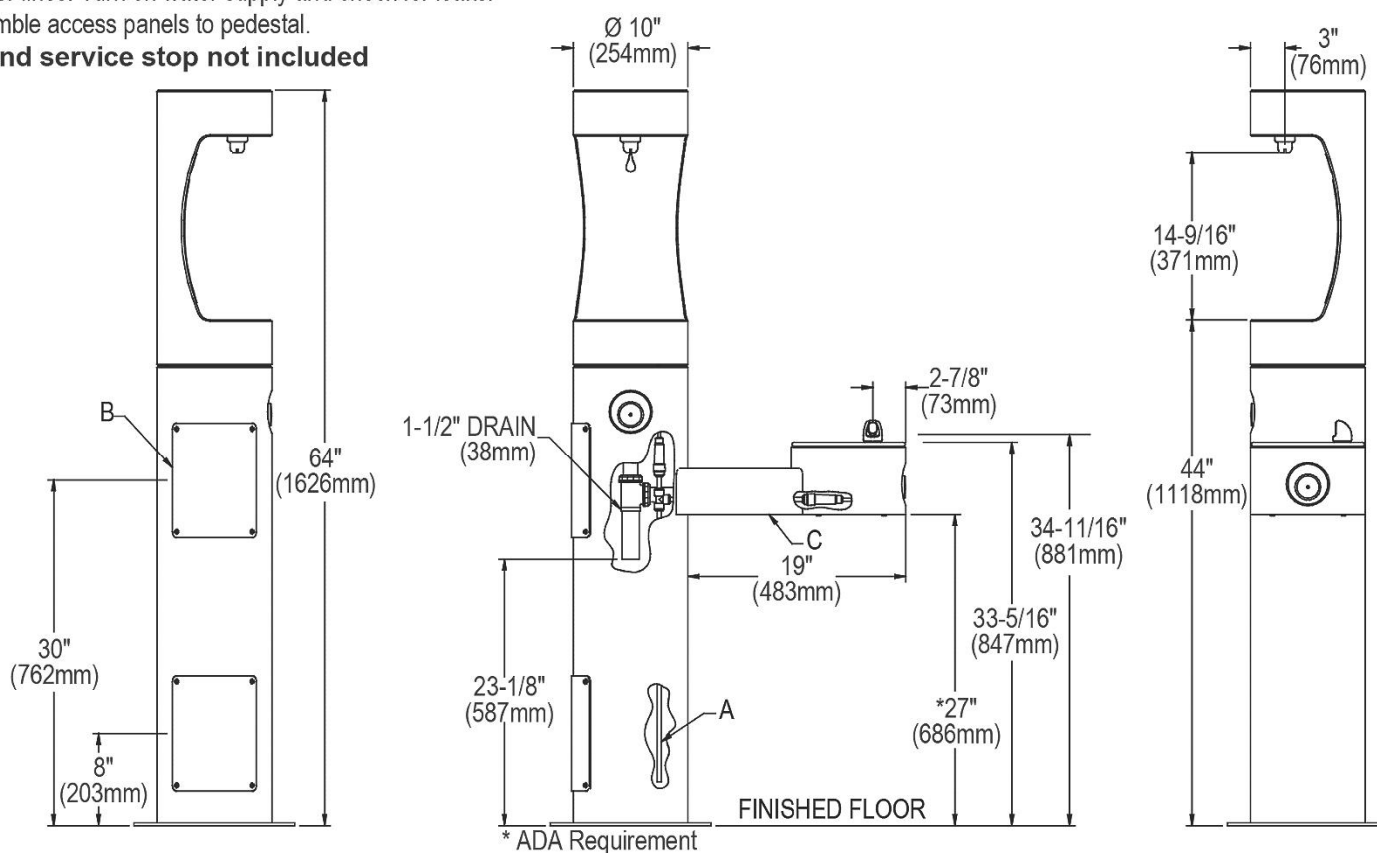
Trap and service stop not included

OPERATING PRESSURES:

Supply water 20 – 105 psi maximum



FRONT & SIDE VIEWS



A = 3/8" O.D. Unplated copper tube connect. Shut off valve by others.

B = Access panel (8" x 10").

C = Removable bottom cover.

PRODUCT SPECIFICATIONS

Elkay Outdoor ezH2O® Bottle Filling Station Bi-Level, Pedestal with Pet Station Non-Filtered Non-Refrigerated. Features shall include 316 Stainless, Laminar Flow, Heavy Duty Vandal-Resistant, Pet Fountain. Furnished with Vandal-Resistant bubbler. Mechanical Front Bubbler Button activation. Product shall be Floor Mount/Freestanding, for Outdoor applications, serving 2 station(s). Unit shall be lead-free design which is certified to NSF/ANSI 61 & 372 (lead free) and meets Federal and State low-lead requirements.

Special Features:	316 Stainless, Laminar Flow, Heavy Duty Vandal-Resistant, Pet Fountain
Finish:	Beige (BGE), Black (BLK), Blue (BLU), Brown (BRN), Evergreen (EVG), Gray (GRY), Orange (ORN), Purple (PUR), Red (RED), Terracotta (TER), White (WHT), Yellow (YLW)
Power:	No Electrical Required
Bubbler Style:	Vandal-Resistant
Activation by:	Mechanical Front Bubbler Button
Mounting Type:	Floor Mount/Freestanding
Chilling Option:	Non-Refrigerated
Dimensions (L x W x H):	26" x 31" x 64"
Approx. Shipping Weight:	205 lbs.
Installation Location:	Outdoor
No. of Stations Served:	2

Special Note: Bottle Filler Stations 1 (Upper), Bubbler Stations 1 (Low), Choose from 12 color options

- Mechanically-Activated bubbler continues to supply water in event of service disruptions.
- Laminar flow provides clean fill with minimal splash.
- Base material constructed from marine-grade 316 stainless steel provides the ultimate corrosion protection from even the most corrosive elements.
- Heavy Duty Vandal-Resistant:
 - Tamper resistant screws
 - Resists stains and corrosion
 - Heavy-gauge construction
- Vandal-resistant, bubblers are one-piece, chrome plated with integral hood guard design to prevent contamination from other users, airborne deposits and tampering.
- Pet Fountain: Features slow drainage for easy drinking.



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Included with Product: Outdoor Bottle Filler

PRODUCT COMPLIANCE

ADA & ICC A117.1

Buy American Act

GreenSpec®

NSF/ANSI 61 & 372 (lead free)



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

[Installation Instructions \(PDF\)](#)

Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.

[Warranty \(PDF\)](#)

OPTIONAL ACCESSORIES

LK4471LHB - Locking Hose Bib

97890C - Accessory - Direct Bury Adaptor

PART: _____ QTY: _____
 PROJECT: _____
 CONTACT: _____
 DATE: _____
 NOTES: _____
 APPROVAL: _____

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MOUNTING INSTRUCTIONS and PLUMBING CONNECTIONS

Provide solid, well-drained surface to mount pedestal fountain (concrete pad recommended). Mount on a smooth, flat, finished surface with adequate support (300 lb. load minimum). Secure unit with (8) 3/8" minimum fasteners (not included). Refer to rough-in. Should be attached firmly to mounting surface in order to secure unit.

Modified low stream height bubbler for pet fountain.

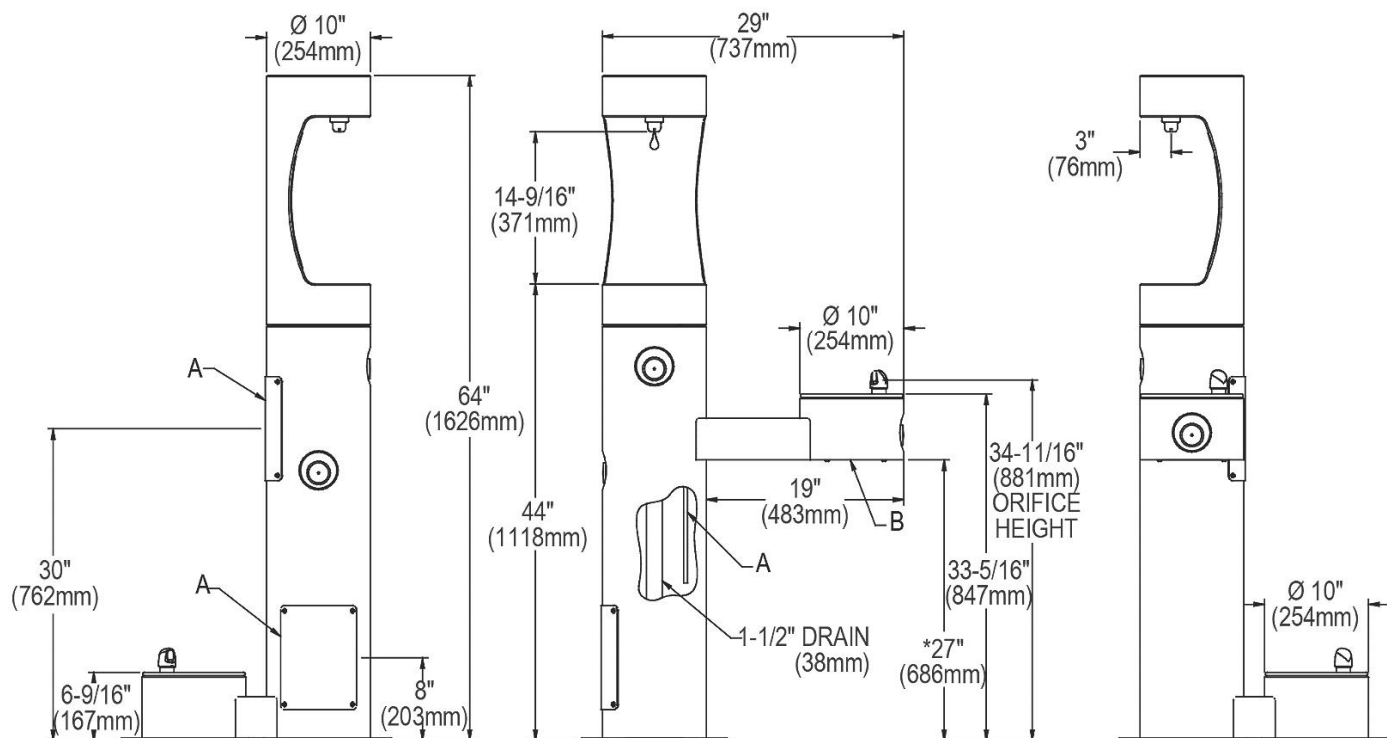
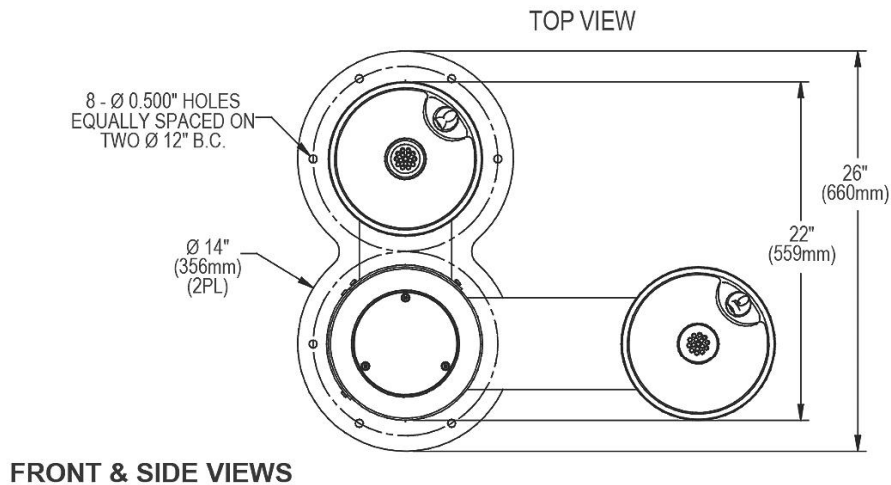
Locate and install plumbing through ground as required.

NOTE: Unit is not furnished with service valve.

Position pedestal over plumbing and secure base to fasteners. Remove access panels and connect supply and water lines. Turn on water supply and check for leaks. Reassemble access panels to pedestal.

Trap and service stop not included.

OPERATING PRESSURES:
Supply water 20 – 105 psi maximum



A = 3/8" O.D. Unplated copper tube connect. Shut off valve by others.
B = Access panel(8" x 10").
C = Removable bottom cover.

* ADA Requirement

PRODUCT SPECIFICATIONS

Elkay Outdoor ezH2O Bottle Filling Station, Bi-Level Pedestal with Pet Station Non-Filtered, Non-Refrigerated Freeze Resistant. Features shall include 316 Stainless, Laminar Flow, Heavy Duty Vandal-Resistant, Pet Fountain, Sealed Freeze Resistant. Furnished with Vandal-Resistant bubbler. Mechanical Front Bubbler Button activation. Product shall be Floor Mount/Freestanding, for Outdoor applications, serving 2 station(s). Unit shall be lead-free design which is certified to NSF/ANSI 61 & 372 (lead free) and meets Federal and State low-lead requirements.

Special Features:	316 Stainless, Laminar Flow, Heavy Duty Vandal-Resistant, Pet Fountain, Sealed Freeze Resistant
Finish:	Beige (BGE), Black (BLK), Blue (BLU), Brown (BRN), Evergreen (EVG), Gray (GRY), Orange (ORN), Purple (PUR), Red (RED), Terracotta (TER), White (WHT), Yellow (YLW)
Power:	No Electrical Required
Bubbler Style:	Vandal-Resistant
Activation by:	Mechanical Front Bubbler Button
Mounting Type:	Floor Mount/Freestanding
Chilling Option:	Non-Refrigerated
Dimensions (L x W x H):	26" x 31" x 64"
Approx. Shipping Weight:	224 lbs.
Installation Location:	Outdoor
No. of Stations Served:	2

Special Note: Bottle Filler Stations 1 (Upper), Bubbler Stations 1 (Low), Choose from 12 color options

- Mechanically-Activated bubbler continues to supply water in event of service disruptions.
- Laminar flow provides clean fill with minimal splash.
- Base material constructed from marine-grade 316 stainless steel provides the ultimate corrosion protection from even the most corrosive elements.
- Heavy Duty Vandal-Resistant:
 - Tamper resistant screws
 - Resists stains and corrosion
 - Heavy-gauge construction
- Vandal-resistant, bubblers are one-piece, chrome plated with integral hood guard design to prevent contamination from other users, airborne deposits and tampering.
- Pet Fountain: Features slow drainage for easy drinking.
- Sealed Freeze Resistant Valve System: Fully sealed freeze resistant system that minimizes chance of ground water



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Included with Product: Outdoor Bottle Filler, Freeze Resistant Valve

▼ Ships in multiple boxes.

PRODUCT COMPLIANCE

ADA & ICC A117.1

Buy American Act

GreenSpec[®]

NSF/ANSI 61 & 372 (lead free)



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

[Installation Instructions \(PDF\)](#)

Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.

[Warranty \(PDF\)](#)

PART: _____ QTY: _____

PROJECT: _____

CONTACT: _____

DATE: _____

NOTES: _____

APPROVAL: _____

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**SITE PREPARATION DETAIL FOR THE 4420BFDBFR FTN.
WHEN USING 98837C OR 98838C DUAL VALVE CONTROL ASSY.**

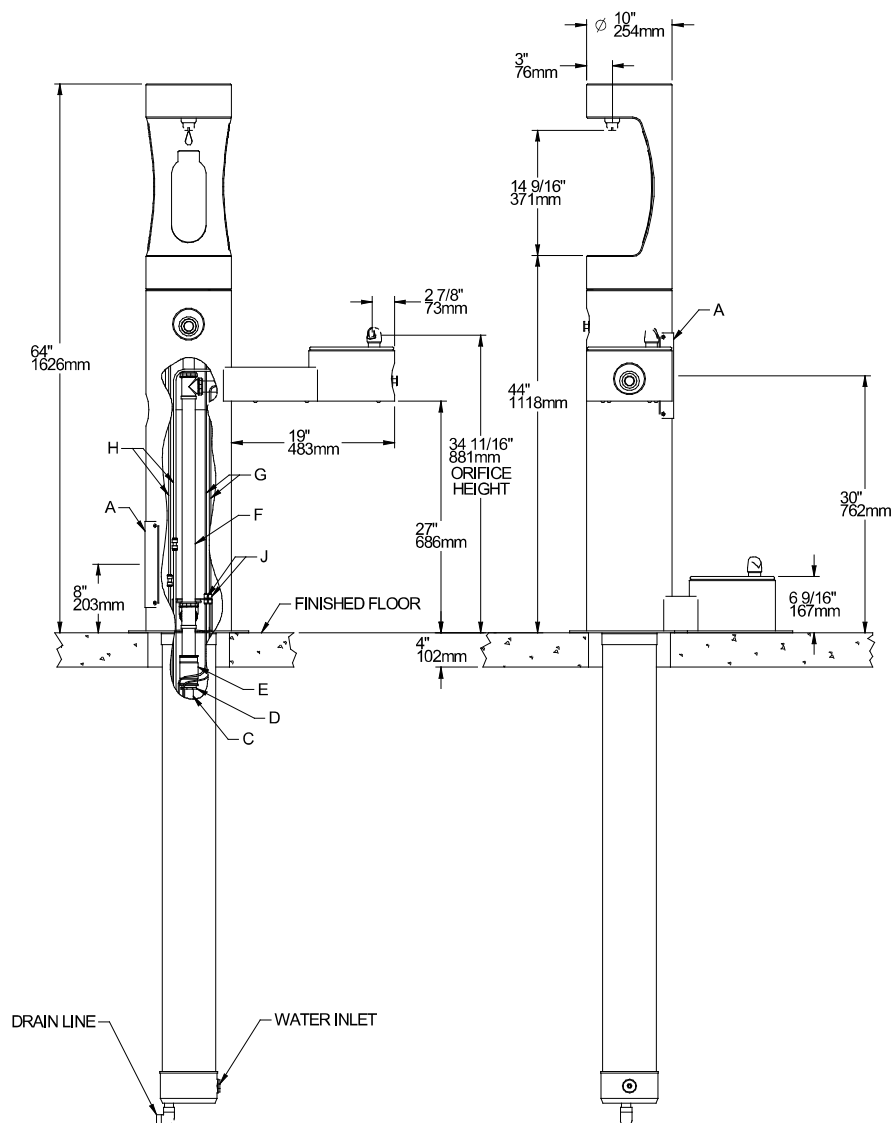
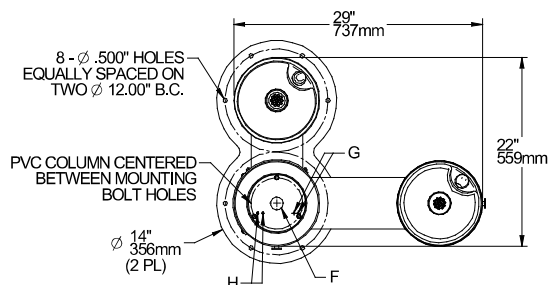
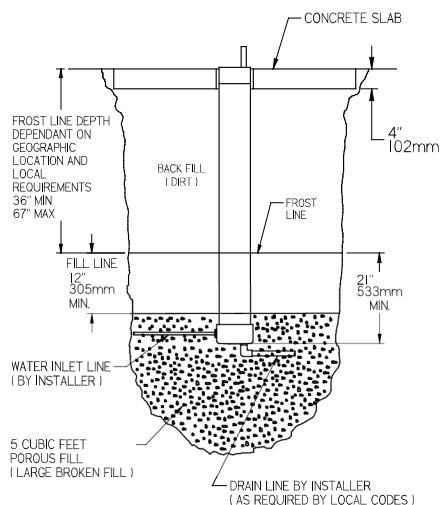


FIG. 1

SITE PREPARATION DETAIL
FIG. 2



LEGEND

A = ACCESS PANEL (8" X 10")
B = REMOVABLE BOTTOM COVER
C = 1" PVC DRAIN
D = PRESSURE FITTING 1-1/4" x 3/4"
E = CONNECTOR 1-1/4" TO 1-1/4"

F = 1-1/2" DRAIN TUBE
G = AIR CONTROL LINE
H = WATER LINES
J = CONNECTOR FOR AIR CONTROL LINE

PRODUCT SPECIFICATIONS

Elkay Enhanced ezH2O[®] Bottle Filling Station & Single ADA Cooler, Filtered 8 GPH Stainless. Chilling Capacity of 8.0 GPH (gallons per hour) of 50° F drinking water, based on 80° F inlet water and 90° F ambient, per ASHRAE 18 testing. Features shall include Hands-Free, Visual Filter Monitor, Automatic Filter Status Reset, Filtered, Energy Savings, Green Ticker[™], Laminar Flow, Antimicrobial, Real Drain. Furnished with Flexi-Guard[®] Safety bubbler. Electronic Bottle Filler Sensor With Electronic Front And Side Bubbler Pushbar activation. Product shall be Wall Mount (On-Wall), for Indoor applications, serving 1 station(s). Unit shall be certified to UL 399 and CAN/CSA C22.2 No. 120. Unit shall be lead-free design which is certified to NSF/ANSI 61 & 372 (lead free) and meets Federal and State low-lead requirements.

Special Features:	Hands-Free, Visual Filter Monitor, Automatic Filter Status Reset, Filtered, Energy Savings, Green Ticker [™] , Laminar Flow, Antimicrobial, Real Drain
Finish:	Stainless Steel
Power:	115V/60Hz
Bubbler Style:	Flexi-Guard [®] Safety
Activation by:	Electronic Bottle Filler Sensor With Electronic Front And Side Bubbler Pushbar
Mounting Type:	Wall Mount (On-Wall)
Chilling Option*:	8.0 GPH
Full Load Amps	5
Rated Watts:	370
Dimensions (L x W x H):	18-3/8" x 19" x 39-7/16"
Approx. Shipping Weight:	85 lbs.
Installation Location:	Indoor
No. of Stations Served:	1
*Based on 80° F inlet water & 90° F ambient air temp for 50° F chilled drinking water.	

Special Note: One Box Packaging

- Touchless, sensor-activation, designed for easy use.
- Visual Filter Monitor: LED Filter Status Indicator for when filter change is necessary.
- Filter is certified to NSF 42 and 53 for lead, particulate, chlorine, taste and odor reduction. 3,000 gal. capacity.
- Energy-Savings Feature - allowing for the refrigeration to be powered off when not in use.
- Green Ticker: Informs user of number of 20 oz. plastic water bottles saved from waste.

PART: _____ QTY: _____

PROJECT: _____

CONTACT: _____

DATE: _____

NOTES: _____

APPROVAL: _____

- Laminar flow provides clean fill with minimal splash.

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Included with Product: Bottle Filler, Water Cooler, Filter

PRODUCT COMPLIANCE

ADA & ICC A117.1

Buy American Act

CAN/CSA C22.2 No. 120

GreenSpec[®]

NSF/ANSI 42, 53, 61, & 372 (lead free)

UL 399



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

[Installation Instructions \(PDF\)](#)

5 Year Limited Warranty on the refrigeration system of the unit. Electrical components and water system are warranted for 12 months from date of installation. **Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.**

[Warranty \(PDF\)](#)

OPTIONAL ACCESSORIES

51300C - WaterSentry Plus Replacement Filter (Bottle Fillers)
WSF6000R-2PK - WaterSentry Fresh 6000 CTO Filter - Replacement (2pack)
MLP100 - In Wall Carrier (Single)
LKAPREZL - Accessory - Cane Apron for EZ

- Silver Ion Antimicrobial protection on key plastic components to inhibit the growth of mold and mildew.
- Real Drain System eliminates standing water.

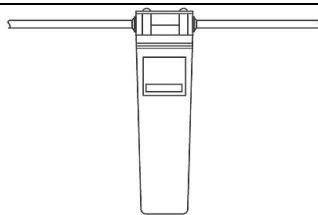
COOLING SYSTEM

- Compressor: Hermetically-sealed, reciprocating type, single phase. Sealed-in lifetime lubrication.
- Condenser: Fan cooled, copper tube with aluminum fins. Fan motor is permanently lubricated.
- Cooling Unit: Combination tube-tank type. Continuous copper tubing with is fully insulated with EPS foam that meets UL requirements for self-extinguishing material.
- Refrigerant Control: Refrigerant R-134a is controlled by accurately calibrated capillary tube.
- Temperature Control: Easily accessible enclosed adjustable thermostat is factory preset. Requires no adjustment other than for altitude requirements.

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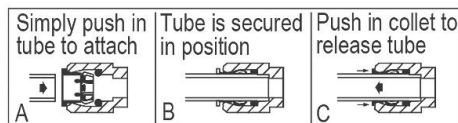
IMPORTANT! INSTALLER PLEASE NOTE:

The grounding of electrical equipment such as telephone, computers, etc., to water lines is a common procedure. This grounding may be in the building or may occur away from the building. This grounding can cause electrical feedback into a water cooler, creating an electrolysis which causes a metallic taste or causes an increase in the metal content of the water. This condition is avoidable by using the proper materials as indicated below. The drain fittings which are provided by the installer should also be plastic to electrically isolate the cooler from the building plumbing system. These products are designed to operate on 20 psi to 105 psi supply line pressure.

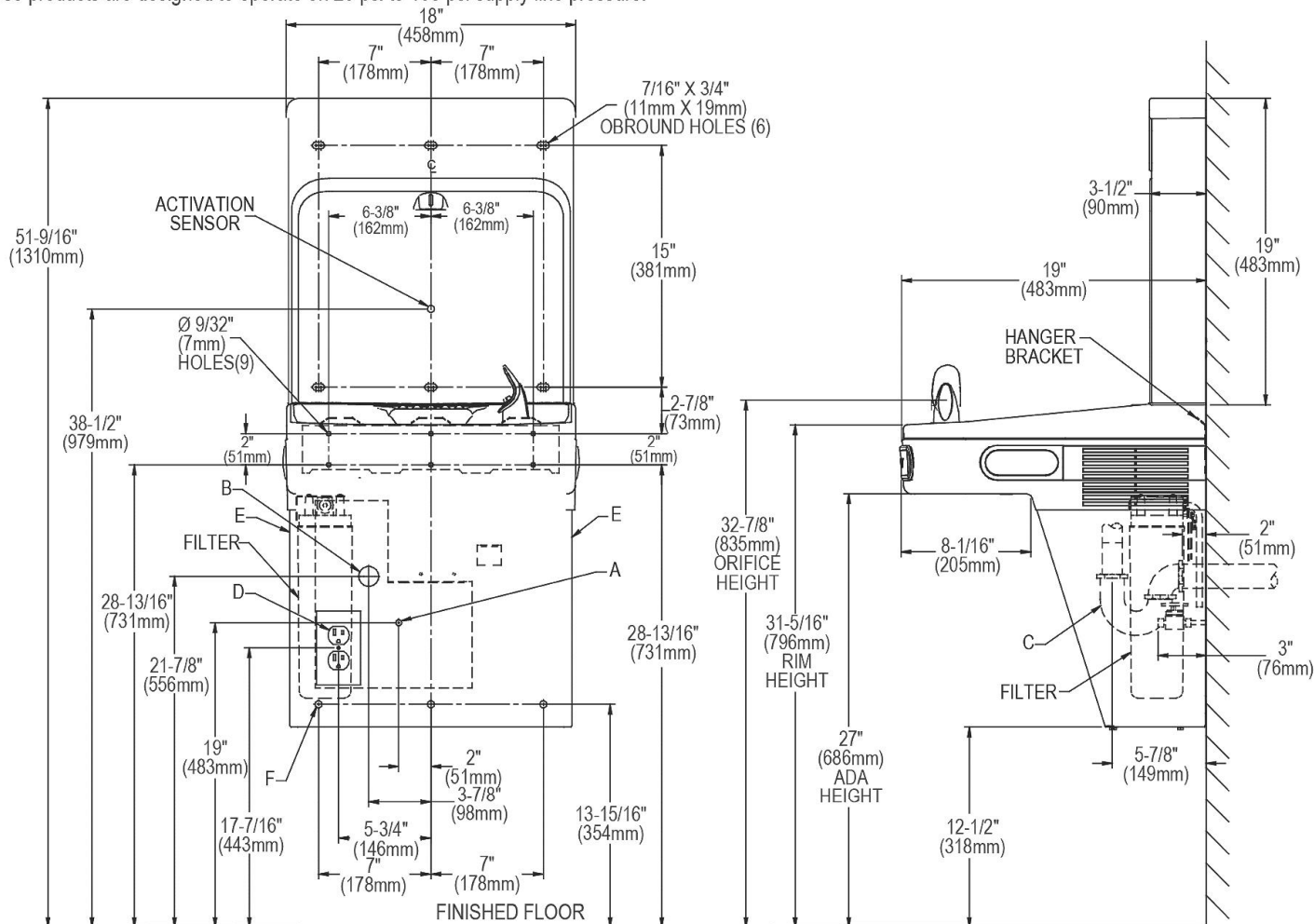


WaterSentry[®] Plus Filter System

OPERATION OF QUICK CONNECT FITTINGS



Pushing tube in before pulling it out helps to release tube



LEGEND:

REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDRENS ADA COOLER

- A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
- B = Recommended Waste Outlet location. To accommodate 1-1/4" nominal drain. Drain stub 2" (51mm) out from wall.
- C = 1-1/4" Trap (not furnished).
- D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.
- E = Insure proper ventilation by maintaining 6" (152mm) minimum clearance from cabinet louvers to wall.
- F = 7/16" (11mm) Bolt Holes for fastening to wall.

Note : New Installations Must Use Ground Fault Circuit Interrupter (GFCI). It is highly recommended that the circuit be dedicated and the load protection be sized for 20 amps.

PRODUCT SPECIFICATIONS

Elkay Enhanced ezH2O® Bottle Filling Station, & Versatile Bi-Level ADA Cooler, Filtered 8 GPH Stainless. Chilling Capacity of 8.0 GPH (gallons per hour) of 50° F drinking water, based on 80° F inlet water and 90° F ambient, per ASHRAE 18 testing. Features shall include Hands-Free, Visual Filter Monitor, Automatic Filter Status Reset, Filtered, Energy Savings, Green Ticker™, Laminar Flow, Antimicrobial, Real Drain. Furnished with Flexi-Guard® Safety bubbler. Electronic Bottle Filler Sensor With Electronic Front And Side Bubbler Pushbar activation. Product shall be Wall Mount (On-Wall), for Indoor applications, serving 2 station(s). Unit shall be certified to UL 399 and CAN/CSA C22.2 No. 120. Unit shall be lead-free design which is certified to NSF/ANSI 61 & 372 (lead free) and meets Federal and State low-lead requirements.

Special Features:	Hands-Free, Visual Filter Monitor, Automatic Filter Status Reset, Filtered, Energy Savings, Green Ticker™, Laminar Flow, Antimicrobial, Real Drain
Finish:	Stainless Steel
Power:	115V/60Hz
Bubbler Style:	Flexi-Guard® Safety
Activation by:	Electronic Bottle Filler Sensor With Electronic Front And Side Bubbler Pushbar
Mounting Type:	Wall Mount (On-Wall)
Chilling Option*:	8.0 GPH
Full Load Amps	5
Rated Watts:	370
Dimensions (L x W x H):	36-3/4" x 19" x 39-1/2"
Approx. Shipping Weight:	106 lbs.
Installation Location:	Indoor
No. of Stations Served:	2
*Based on 80° F inlet water & 90° F ambient air temp for 50° F chilled drinking water.	

Special Note: One Box Packaging

- Touchless, sensor-activation, designed for easy use.
- Visual Filter Monitor: LED Filter Status Indicator for when filter change is necessary.
- Filter is certified to NSF 42 and 53 for lead, particulate, chlorine, taste and odor reduction. 3,000 gal. capacity.
- Energy-Savings Feature - allowing for the refrigeration to be powered off when not in use.
- Green Ticker: Informs user of number of 20 oz. plastic water bottles saved from waste.
- Laminar flow provides clean fill with minimal splash.

PART: _____ QTY: _____
 PROJECT: _____
 CONTACT: _____
 DATE: _____
 NOTES: _____
 APPROVAL: _____



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Included with Product: Bottle Filler, Water Cooler, Filter

PRODUCT COMPLIANCE

ADA & ICC A117.1
 Buy American Act
 CAN/CSA C22.2 No. 120
 GreenSpec®
 NSF/ANSI 42, 53, 61, & 372 (lead free)
 UL 399



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

[Installation Instructions \(PDF\)](#)

5 Year Limited Warranty on the refrigeration system of the unit. Electrical components and water system are warranted for 12 months from date of installation. **Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.**

[Warranty \(PDF\)](#)

OPTIONAL ACCESSORIES

51300C - WaterSentry Plus Replacement Filter (Bottle Fillers)
WSF6000R-2PK - WaterSentry Fresh 6000 CTO Filter - Replacement (2pack)
MLP200 - In Wall Carrier (Bi-Level)
LKAPREZL - Accessory - Cane Apron for EZ

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- Silver Ion Antimicrobial protection on key plastic components to inhibit the growth of mold and mildew.
- Real Drain System eliminates standing water.

COOLING SYSTEM

- Compressor: Hermetically-sealed, reciprocating type, single phase. Sealed-in lifetime lubrication.
- Condenser: Fan cooled, copper tube with aluminum fins. Fan motor is permanently lubricated.
- Cooling Unit: Combination tube-tank type. Continuous copper tubing with is fully insulated with EPS foam that meets UL requirements for self-extinguishing material.
- Refrigerant Control: Refrigerant R-134a is controlled by accurately calibrated capillary tube.
- Temperature Control: Easily accessible enclosed adjustable thermostat is factory preset. Requires no adjustment other than for altitude requirements.

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits for the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

IMPORTANT! INSTALLER PLEASE NOTE :

This water cooler has been designed and built to provide water to the user which has not been altered by materials in the cooler waterways. The grounding of electrical equipment such as telephone, computer, etc. to water lines is a common procedure. The grounding may be in the building but may also occur away from the building. This grounding can cause electrical feedback into a water cooler creating an electrolysis which creates a metallic taste or causes an increase in the metal content of the water. This condition is avoidable by installing the cooler using the proper materials as shown below.

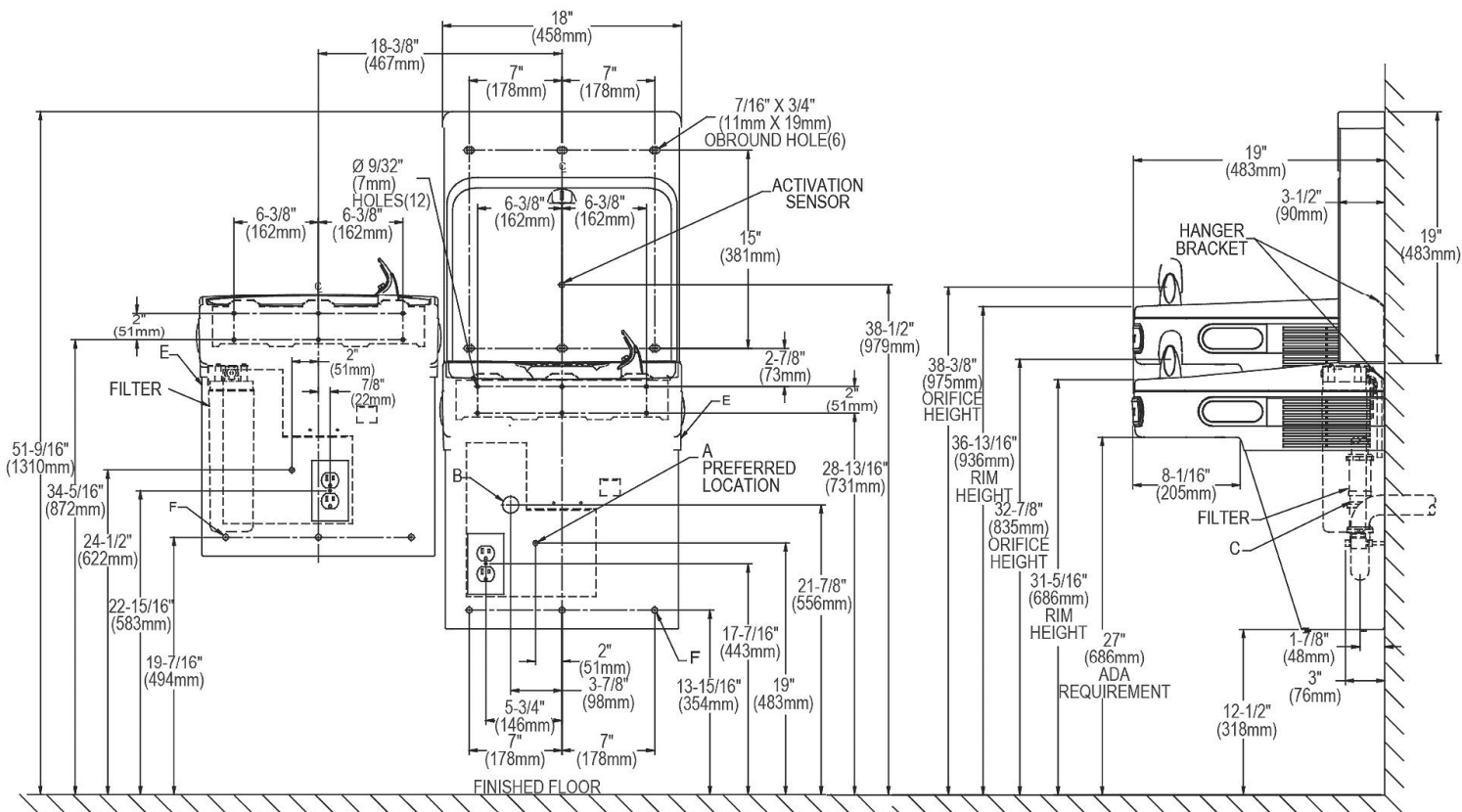
NOTICE

This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system.

Bottle filler unit on bracket attached to wall by 6 holes (as shown). Water and electrical will connect through pre-punched hole in basin.

These products are designed to operate on 20 psi to 105 psi supply line pressure. Simultaneous operation of both bubblers on a bi-level unit may not be possible depending on water supply pressure. If simultaneous operation is desired, please ensure a minimum of 65 psi supply.

Standard Hi-Low Installation Instructions



LEGEND:

REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDRENS ADA COOLER

A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.

B = Recommended Waste Outlet location. To accommodate 1-1/2" nominal drain. Drain stub 2" (51mm) out from wall.

C = 1-1/2" Trap (not furnished).

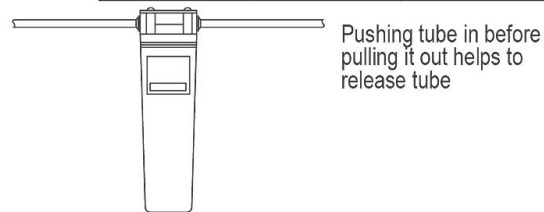
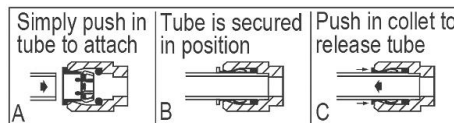
D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.

E = Insure proper ventilation by maintaining 6" (152mm) minimum clearance from cabinet louvers to wall.

F = 7/16" (11mm) Bolt Holes for fastening to wall.

Note : New Installations Must Use Ground Fault Circuit Interrupter (GFCI). It is highly recommended that the circuit be dedicated and the load protection be sized for 20 amps.

OPERATION OF QUICK CONNECT FITTINGS



WaterSentry[®] Plus Filter System

**IMPORTANT!
INSTALLER PLEASE NOTE :**

This water cooler has been designed and built to provide water to the user which has not been altered by materials in the cooler waterways. The grounding of electrical equipment such as telephone, computer, etc. to water lines is a common procedure. The grounding may be in the building but may also occur away from the building. This grounding can cause electrical feedback into a water cooler creating an electrolysis which creates a metallic taste or causes an increase in the metal content of the water. This condition is avoidable by installing the cooler using the proper materials as shown below.

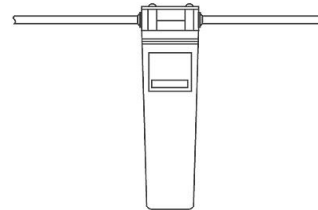
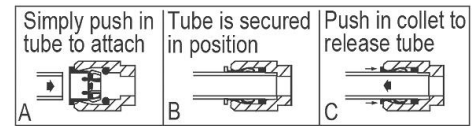
NOTICE

This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system.

Bottle filler unit on bracket attached to wall by 6 holes (as shown). Water and electrical will connect through pre-punched hole in basin.

These products are designed to operate on 20 psi to 105 psi supply line pressure. Simultaneous operation of both bubblers on a bi-level unit may not be possible depending on water supply pressure. If simultaneous operation is desired, please ensure a minimum of 65 psi supply.

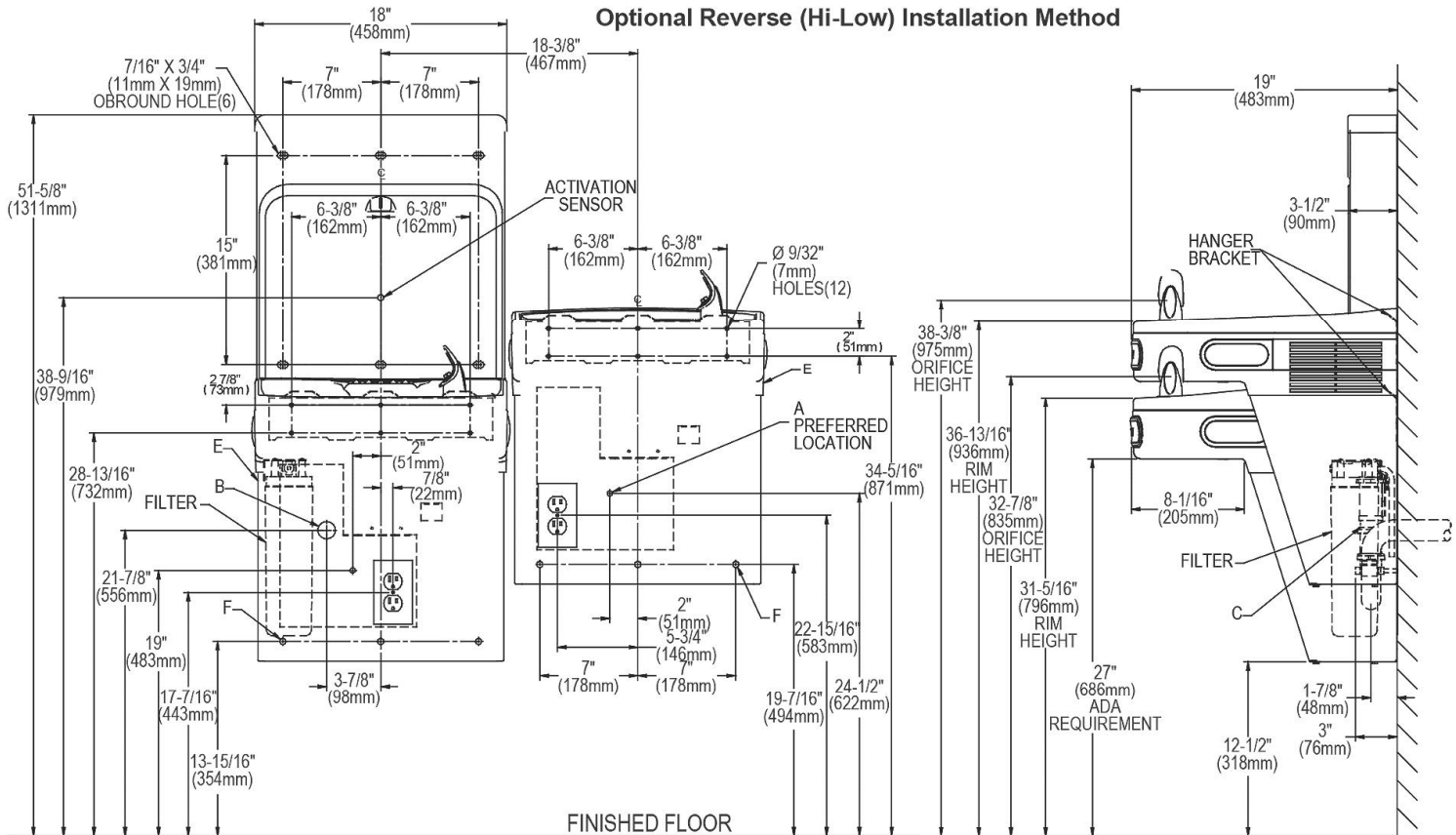
OPERATION OF QUICK CONNECT FITTINGS



WaterSentry® Plus Filter System

Pushing tube in before pulling it out helps to release tube

Optional Reverse (Hi-Low) Installation Method



LEGEND:

A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
B = Recommended Waste Outlet location. To accommodate 1-1/2" nominal drain. Drain stub 2" (51mm) out from wall.
C = 1-1/2" Trap (not furnished).

D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.

E = Insure proper ventilation by maintaining 6" (152mm) minimum clearance from cabinet louvers to wall.

F = 7/16" (11mm) Bolt Holes for fastening to wall.

Note : New Installations Must Use Ground Fault Circuit Interrupter (GFCI). It is highly recommended that the circuit be dedicated and the load protection be sized for 20 amps.

PRODUCT SPECIFICATIONS

Elkay ezH2O® Bottle Filling Station with Integral SwirlFlo® Fountain, Refrigerated Filtered Stainless. Chilling Capacity of 8.0 GPH (gallons per hour) of 50° F drinking water, based on 80° F inlet water and 90° F ambient, per ASHRAE 18 testing. Features shall include Hands-Free, Visual Filter Monitor, Filtered, Green Ticker™, Laminar Flow, Antimicrobial, Real Drain. Furnished with Flexi-Guard® Safety bubbler. Electronic Bottle Filler Sensor With Mechanical Front Bubbler Button activation. Product shall be Wall Mount (In-Wall Frame/Plate), for Indoor applications, serving 2 station(s). Unit shall be certified to UL 399 and CAN/CSA C22.2 No. 120. Unit shall be lead-free design which is certified to NSF/ANSI 61 & 372 (lead free) and meets Federal and State low-lead requirements.

Special Features:	Hands-Free, Visual Filter Monitor, Filtered, Green Ticker™, Laminar Flow, Antimicrobial, Real Drain
Finish:	Stainless Steel
Power:	115V/60Hz
Bubbler Style:	Flexi-Guard® Safety
Activation by:	Electronic Bottle Filler Sensor With Mechanical Front Bubbler Button
Mounting Type:	Wall Mount (In-Wall Frame/Plate)
Chilling Option*:	8.0 GPH
Full Load Amps	1
Rated Watts:	370
Dimensions (L x W x H):	38-1/2" x 19" x 55-1/16"
Approx. Shipping Weight:	173 lbs.
Installation Location:	Indoor
No. of Stations Served:	2
*Based on 80° F inlet water & 90° F ambient air temp for 50° F chilled drinking water.	

- Mechanically-Activated bubbler continues to supply water in event of service disruptions.
- Touchless, sensor-activation, designed for easy use.
- Visual Filter Monitor: LED Filter Status Indicator for when filter change is necessary.
- Filter is certified to NSF 42 and 53 for lead, particulate, chlorine, taste and odor reduction. 3,000 gal. capacity.
- Green Ticker: Informs user of number of 20 oz. plastic water bottles saved from waste.
- Laminar flow provides clean fill with minimal splash.
- Silver Ion Antimicrobial protection on key plastic components to inhibit the growth of mold and mildew.
- Real Drain System eliminates standing water.

COOLING SYSTEM

- Compressor: Hermetically-sealed, reciprocating type,

PART: _____ QTY: _____

PROJECT: _____

CONTACT: _____

DATE: _____

NOTES: _____

APPROVAL: _____



AMERICAN PRIDE. A LIFETIME TRADITION.

Like your family, the Elkay family has values and traditions that endure. For almost a century, Elkay has been a family-owned and operated company, providing thousands of jobs that support our families and communities.



Included with Product:

Fountain with Integral Bottle Filling Station (LRPBD28WSC), Mounting Frame (MFWS210), Chiller (ECH8), Filter

PRODUCT COMPLIANCE

ADA & ICC A117.1

Buy American Act

CAN/CSA C22.2 No. 120

GreenSpec®

NSF/ANSI 42, 53, 61, & 372 (lead free)

UL 399



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

[Installation Instructions \(PDF\) - 1000003097](#)

[Installation Instructions \(PDF\) - 0000001030](#)

[Installation Instructions \(PDF\) - 0000001027](#)

5 Year Limited Warranty on the refrigeration system of the unit. Electrical components and water system are warranted for 12 months from date of installation. **Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.**

[Warranty \(PDF\)](#)

OPTIONAL ACCESSORIES

51300C - WaterSentry Plus Replacement Filter (Bottle Fillers)
WSF6000R-2PK - WaterSentry Fresh 6000 CTO Filter - Replacement (2pack)
LKAPR1 - Accessory - Cane Apron for SwirlFlo®
ACCESS12X38-5 - Access Panel

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits. When making a comparison of other producers' offerings, be certain these features are not overlooked.

single phase. Sealed-in lifetime lubrication.

- Condenser: Fan cooled, copper tube with aluminum fins. Fan motor is permanently lubricated.
- Cooling Unit: Combination tube-tank type. Continuous copper tubing with is fully insulated with EPS foam that meets UL requirements for self-extinguishing material.
- Refrigerant Control: Refrigerant R-134a is controlled by accurately calibrated capillary tube.
- Temperature Control: Easily accessible enclosed adjustable thermostat is factory preset. Requires no adjustment other than for altitude requirements.

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

WALL OPENING

IMPORTANT: It is necessary to create a wall opening 37-1/2" W x 52-1/8" H and 4-1/2" above the floor line.

ELECTRICAL DATA

Junction box for a (3) wire 10AMP branch circuit. Standard 120 Volt, 60 HZ, single phase.
Electrical outlet, three (3) conductor grounded. Locate withing safe reach of power cord.

MOUNTING FRAME MFWS210

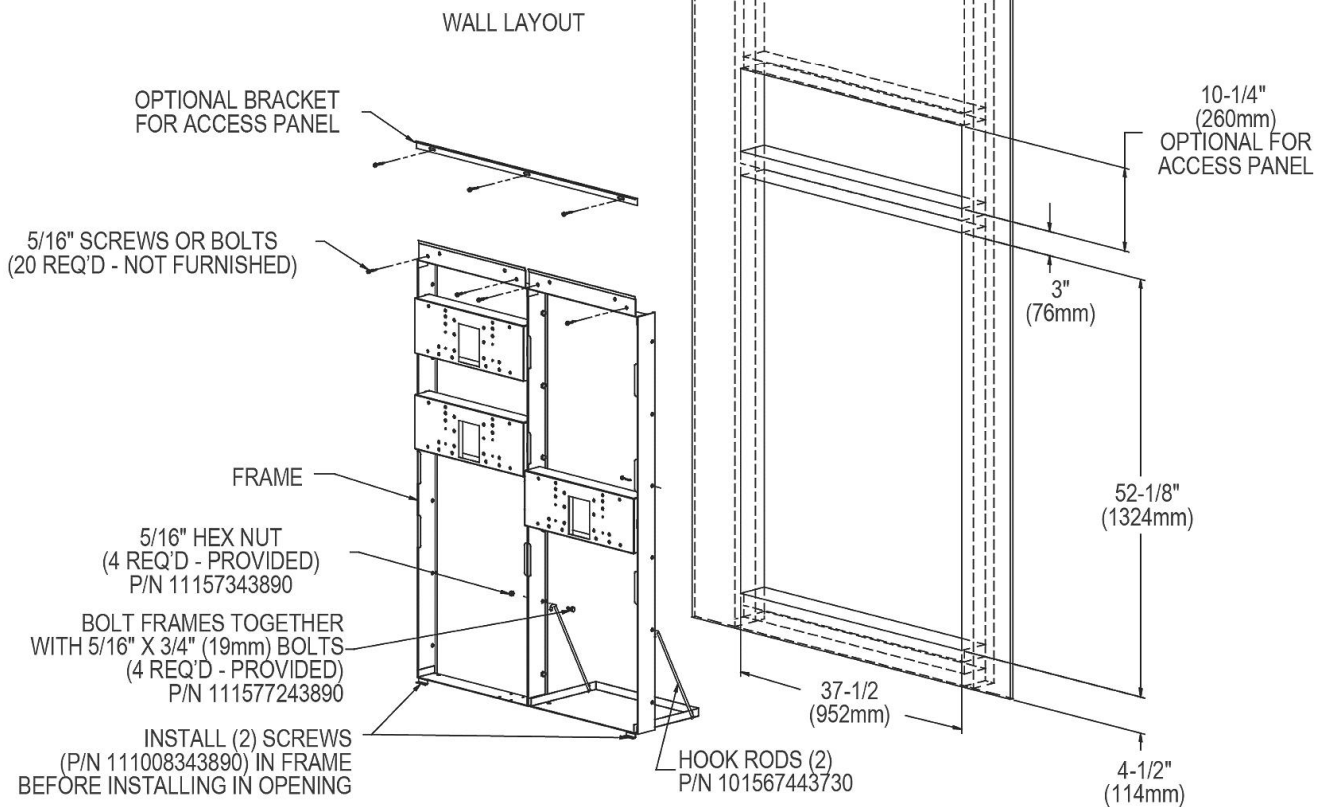
INSTALLER NOTE

This drinking fountain is furnished with a bubbler and valve including all connecting fittings which are manufactured of completely lead free material. Shut off valve (not furnished) to accept 3/8" O.D. unplated copper tube.

MOUNTING INSTRUCTIONS

Refer to rough-in for location of plumbing and electrical sources. The support frame is to be installed first. Hang upper panel to hanger on frame. Fountains are to be attached to panel and wall frame. Water service lines, waste lines and electrical are assembled as required. Perform a final check for leaks and correct functions of fountains and chiller. (For details see the installation instructions.)

Installation requires trap to be installed in wall. Trap and service stop not included.



PRODUCT SPECIFICATIONS

Elkay ezH2O® Vandal-Resistant Bottle Filling Station, & Bi-Level Cooler, Non-Filtered 8 GPH Stainless. Chilling Capacity of 8.0 GPH (gallons per hour) of 50° F drinking water, based on 80° F inlet water and 90° F ambient, per ASHRAE 18 testing. Features shall include Green Ticker™, Laminar Flow, Real Drain, Vandal-Resistant. Furnished with Vandal-Resistant bubbler. Electronic Bottle Filler Button With Mechanical Front Bubbler Button activation. Product shall be Wall Mount (On-Wall), for Indoor/Outdoor applications, serving 2 station(s). Unit shall be certified to UL 399 and CAN/CSA C22.2 No. 120. Unit shall be lead-free design which is certified to NSF/ANSI 61 & 372 (lead free) and meets Federal and State low-lead requirements.



AMERICAN PRIDE. A LIFETIME TRADITION.
Like your family, the Elkay family has values and traditions that endure. For almost a century, Elkay has been a family-owned and operated company, providing thousands of jobs that support our families and communities.



Included with Product: Water Cooler (VRCTL8WSC),
Bottle Filler (VRCWS)

PRODUCT COMPLIANCE

ADA & ICC A117.1

Buy American Act

CAN/CSA C22.2 No. 120

GreenSpec®

NSF/ANSI 61 & 372 (lead free)

UL 399



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

[Installation Instructions \(PDF\)](#)

5 Year Limited Warranty on the refrigeration system of the unit. Electrical components and water system are warranted for 12 months from date of installation. **Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.**

[Warranty \(PDF\)](#)

OPTIONAL ACCESSORIES

EWf3000 - WaterSentry Plus Filter System Kit (Bottle Fillers)
98324C - Accessory - Cane Apron for HAC, HVR, EMABF & VRC Models (Stainless)
36292C - Accessory - Power Block

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PART: _____ QTY: _____
PROJECT: _____
CONTACT: _____
DATE: _____
NOTES: _____
APPROVAL: _____

Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits. When making a comparison of other producers' offerings, be certain these features are not overlooked.

Special Features:	Green Ticker™, Laminar Flow, Real Drain, Vandal-Resistant
Finish:	Stainless Steel
Power:	115V/60Hz
Bubbler Style:	Vandal-Resistant
Activation by:	Electronic Bottle Filler Button With Mechanical Front Bubbler Button
Mounting Type:	Wall Mount (On-Wall)
Chilling Option*:	8.0 GPH
Full Load Amps	1
Rated Watts:	370
Dimensions (L x W x H):	36-1/8" x 18-5/8" x 38-13/16"
Approx. Shipping Weight:	118 lbs.
Installation Location:	Indoor/Outdoor
No. of Stations Served:	2
*Based on 80° F inlet water & 90° F ambient air temp for 50° F chilled drinking water.	

- Mechanically-Activated bubbler continues to supply water in event of service disruptions.
- Green Ticker: Informs user of number of 20 oz. plastic water bottles saved from waste.
- Laminar flow provides clean fill with minimal splash.
- Real Drain System eliminates standing water.
- Vandal-resistant, bubblers are one-piece, chrome plated with integral hood guard design to prevent contamination from other users, airborne deposits and tampering.

COOLING SYSTEM

- Compressor: Hermetically-sealed, reciprocating type, single phase. Sealed-in lifetime lubrication.
- Condenser: Fan cooled, copper tube with aluminum fins. Fan motor is permanently lubricated.
- Cooling Unit: Combination tube-tank type. Continuous copper tubing with is fully insulated with EPS foam that meets UL requirements for self-extinguishing material.
- Refrigerant Control: Refrigerant R-134a is controlled by accurately calibrated capillary tube.
- Temperature Control: Easily accessible enclosed adjustable thermostat is factory preset. Requires no adjustment other than for altitude requirements.

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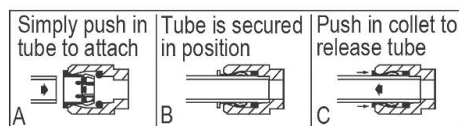
IMPORTANT! INSTALLER PLEASE NOTE :

This water cooler has been designed and built to provide water to the user which has not been altered by materials in the cooler waterways. The grounding of electrical equipment such as telephone, computer, etc. to water lines is a common procedure. The grounding may be in the building but may also occur away from the building. This grounding can cause electrical feedback into a water cooler creating an electrolysis which creates a metallic taste or causes an increase in the metal content of the water. This condition is avoidable by installing the cooler using the proper materials as shown below.

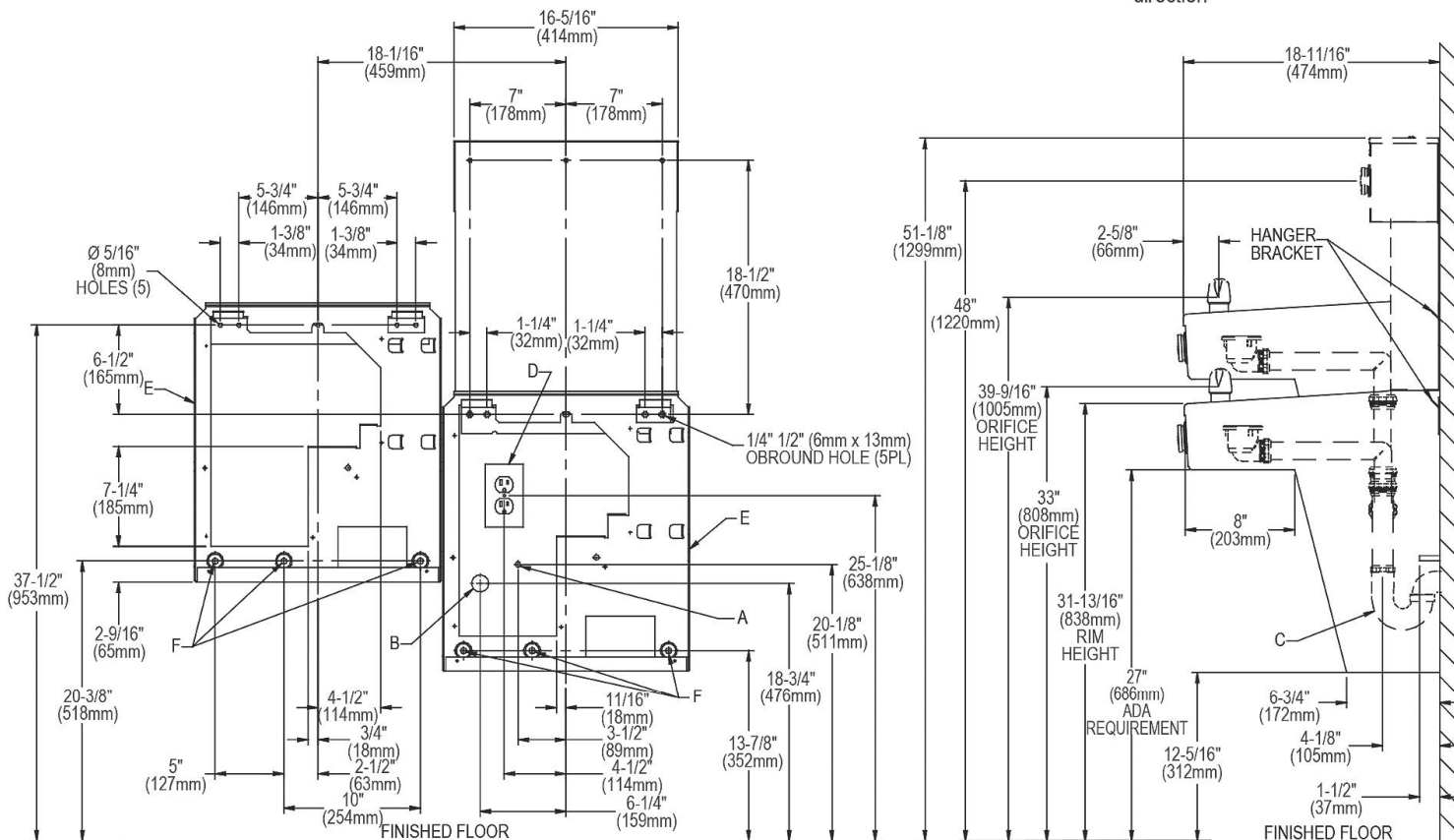
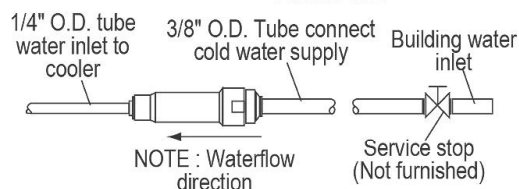
NOTICE

This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system. Bottle filler unit on bracket attached to wall by 6 holes (as shown). Water and electrical will connect through pre-punched hole in basin. These products are designed to operate on 20 psi to 105 psi supply line pressure. Simultaneous operation of both bubblers on a bi-level unit may not be possible depending on water supply pressure. If simultaneous operation is desired, please ensure a minimum of 50 psi supply.

OPERATION OF QUICK CONNECT FITTINGS



Pushing tube in before pulling it out helps to release tube



LEGEND:

REDUCE HEIGHT BY 3" FOR INSTALLATION OF CHILDREN'S ADA COOLER

A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.

B = Recommended Waste Outlet location. To accommodate 1-1/2" nominal drain. Drain stub 2" (51mm) out from wall.

C = 1-1/2" Trap (not furnished).

D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.

E = Insure proper ventilation by maintaining 6" (152mm) minimum clearance from cabinet louvers to wall.

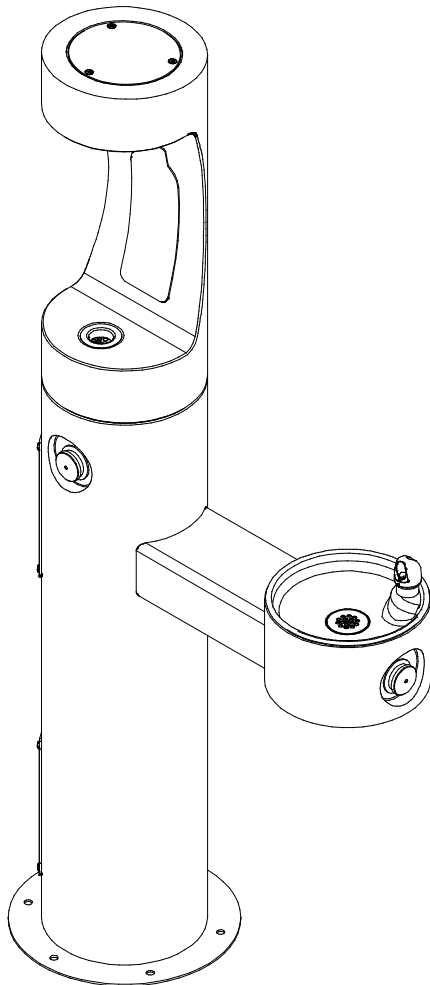
F = 7/16" (11mm) Bolt Holes for fastening to wall.

Note : New Installations Must Use Ground Fault Circuit Interrupter (GFCI). It is highly recommended that the circuit be dedicated and the load protection be sized for 20 amps.

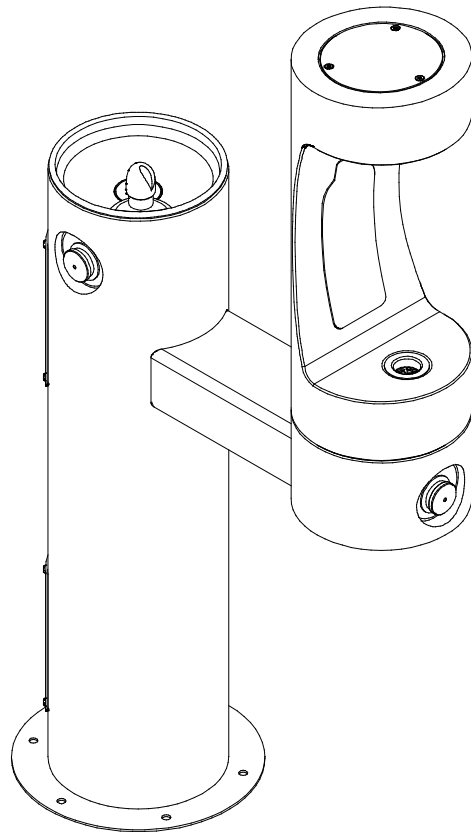
Owners Manual

Models 4420BF1U & 4420BF1L

Floor Mounted Bi-Level Bottle Filler Tubular Fountain



Models (LK)4420BF1U*



Models (LK)4420BF1L*

INSTALLER

4420BF Fountains are among the easiest to install Fountains on the market today. To assure you install these models easily and correctly, PLEASE READ THESE SIMPLE INSTRUCTIONS BEFORE STARTING THE INSTALLATION. CHECK YOUR INSTALLATION FOR COMPLIANCE WITH PLUMBING, ELECTRICAL, AND OTHER APPLICABLE CODES. After installation, leave these instructions with the Fountain for future reference.

INSTALLATION INSTRUCTIONS

5.

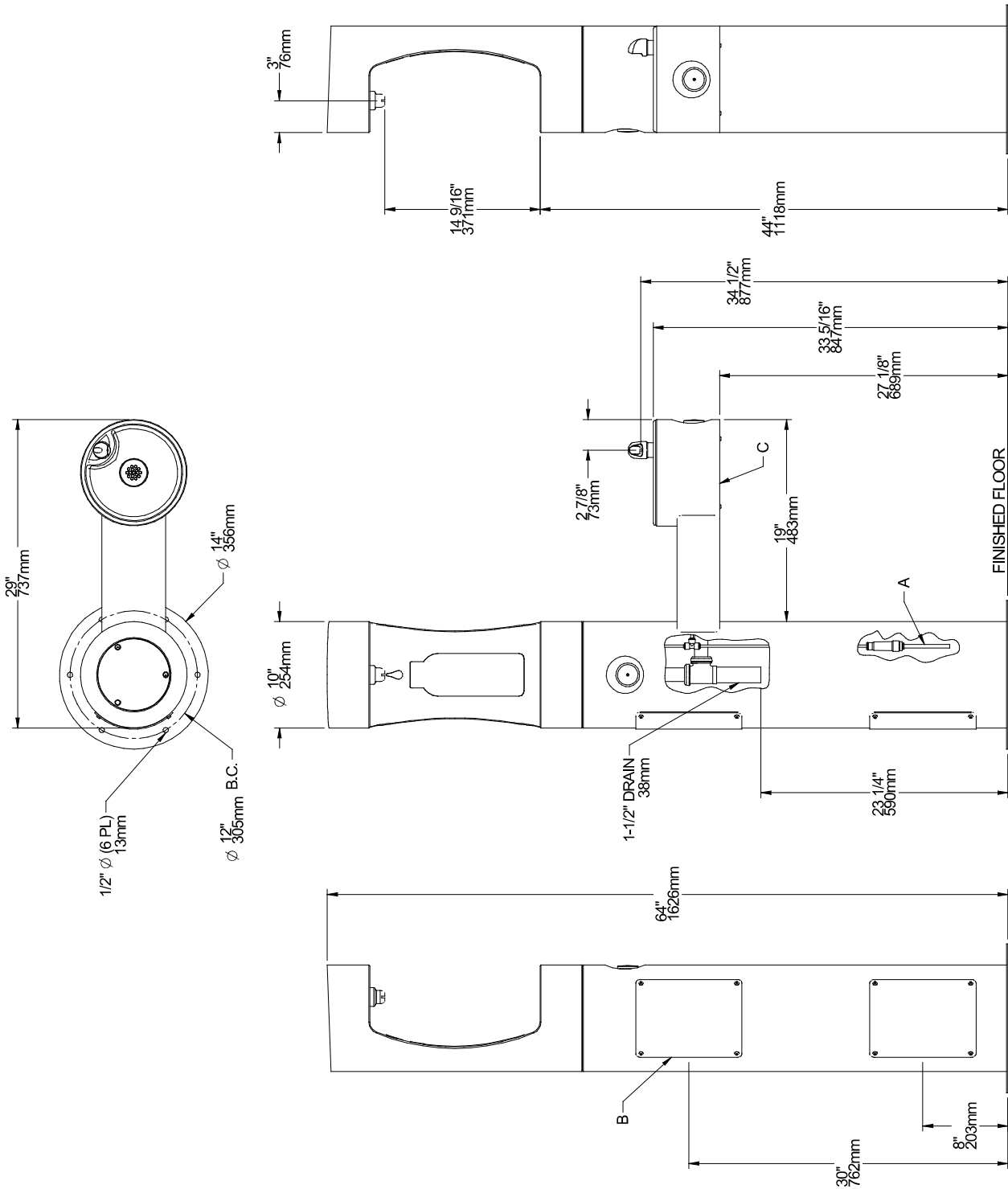
IMPORTANT**ALL SERVICE TO BE PERFORMED BY AN AUTHORIZED SERVICE PERSON****IMPORTANT! INSTALLER PLEASE NOTE.**

THE GROUNDING OF ELECTRICAL EQUIPMENT SUCH AS TELEPHONE, COMPUTERS, ETC. TO WATER LINES IS A COMMON PROCEDURE. THIS GROUNDING MAY BE IN THE BUILDING OR MAY OCCUR AWAY FROM THE BUILDING. THIS GROUNDING CAN CAUSE ELECTRICAL FEEDBACK INTO A FOUNTAIN, CREATING AN ELECTROLYSIS WHICH CAUSES A METALLIC TASTE OR AN INCREASE IN THE METAL CONTENT OF THE WATER. THIS CONDITION IS AVOIDABLE BY USING THE PROPER MATERIALS AS INDICATED. ANY DRAIN FITTINGS PROVIDED BY THE INSTALLER SHOULD BE MADE OF PLASTIC TO ELECTRICALLY ISOLATE THE FOUNTAIN FROM THE BUILDING PLUMBING SYSTEM.

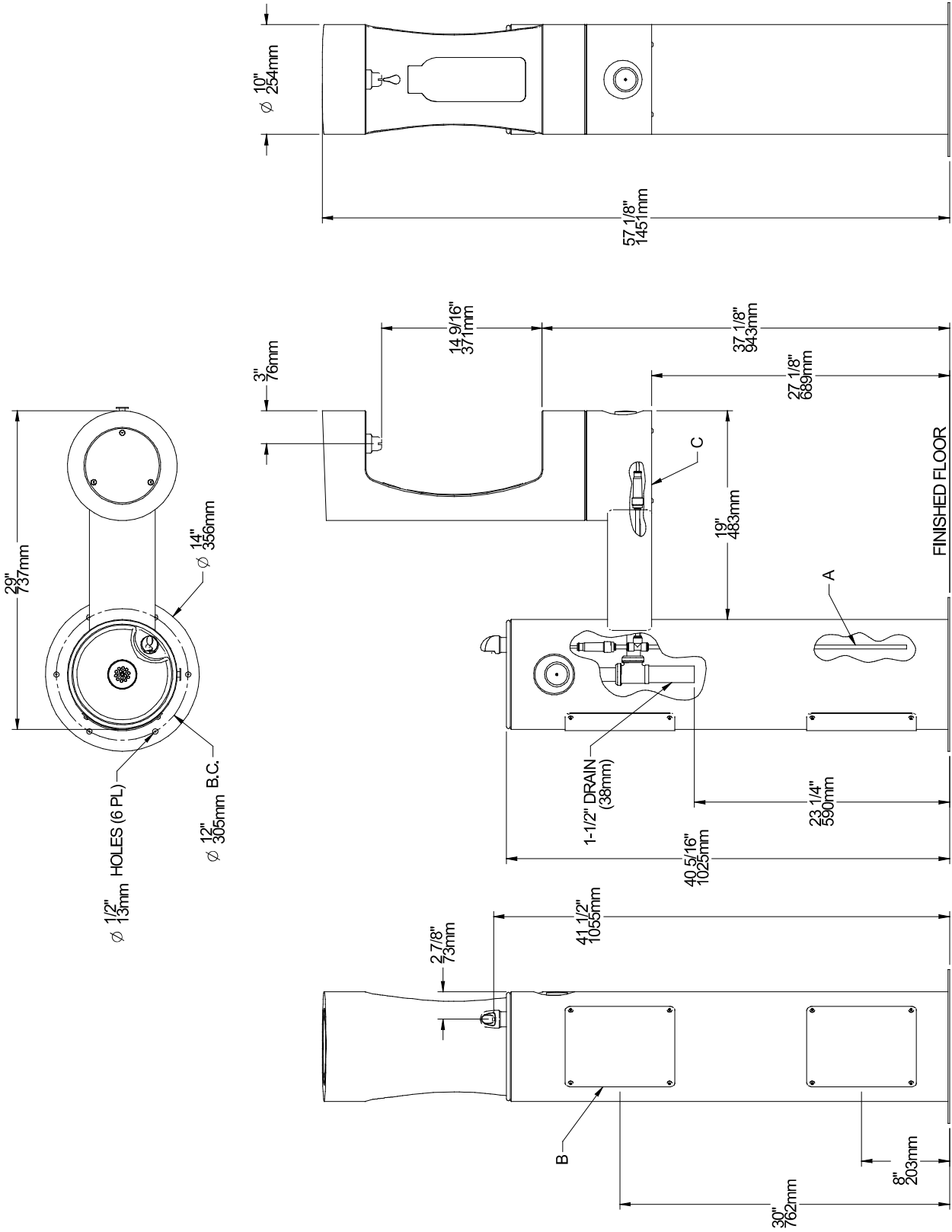
1. This fountain is to be mounted on a smooth, flat, finished surface with adequate support structure. NOTE: Mounting structure must be capable of supporting 300 lb. load on fountain.
2. Refer to rough-in for plumbing.
3. Install shut-off valve on water supply. (Valve not furnished)
4. Locate and install fountain using 3/8" minimum fasteners. (Fasteners not furnished)
5. Prior to installing the bottle filler to the center mounting position of fountain, install the drain pipe (Item #11) by positioning the short end of drain pipe through mounting plate of bottle filler. Install filler onto fountain and secure with supplied mounting hardware.
6. Prior to installing the bottle filler to the arm mount of fountain, insert the drain pipe (Item #10) into the arm tunnel and adjust drain to lean to the left side of arm when facing button. Install bottle filler to arm being sure drain tube is above mounting plate of filler. Install filler onto fountain and secure with supplied mounting hardware.
7. Connect water supply and fountain drain. Connect drain waste "Tee" to fountain drain tubes. Connect outlet of "Tee" to drainage system. Connect Bottle Filler water line to regulator with the supplied 3/8" to 1/4" reducing fitting. Water connection and drain must comply with local codes.
8. Turn on water supply and check all connections for leaks.

CAUTION: This fountain is rated for inlet water pressure of 20-105 PSI. A pressure reducing regulator should be used if the inlet water supply exceeds 105 PSI. Any damage caused by reason of connecting this product to supply line pressures lower than 20 PSI or higher than 105 PSI is not covered by warranty.

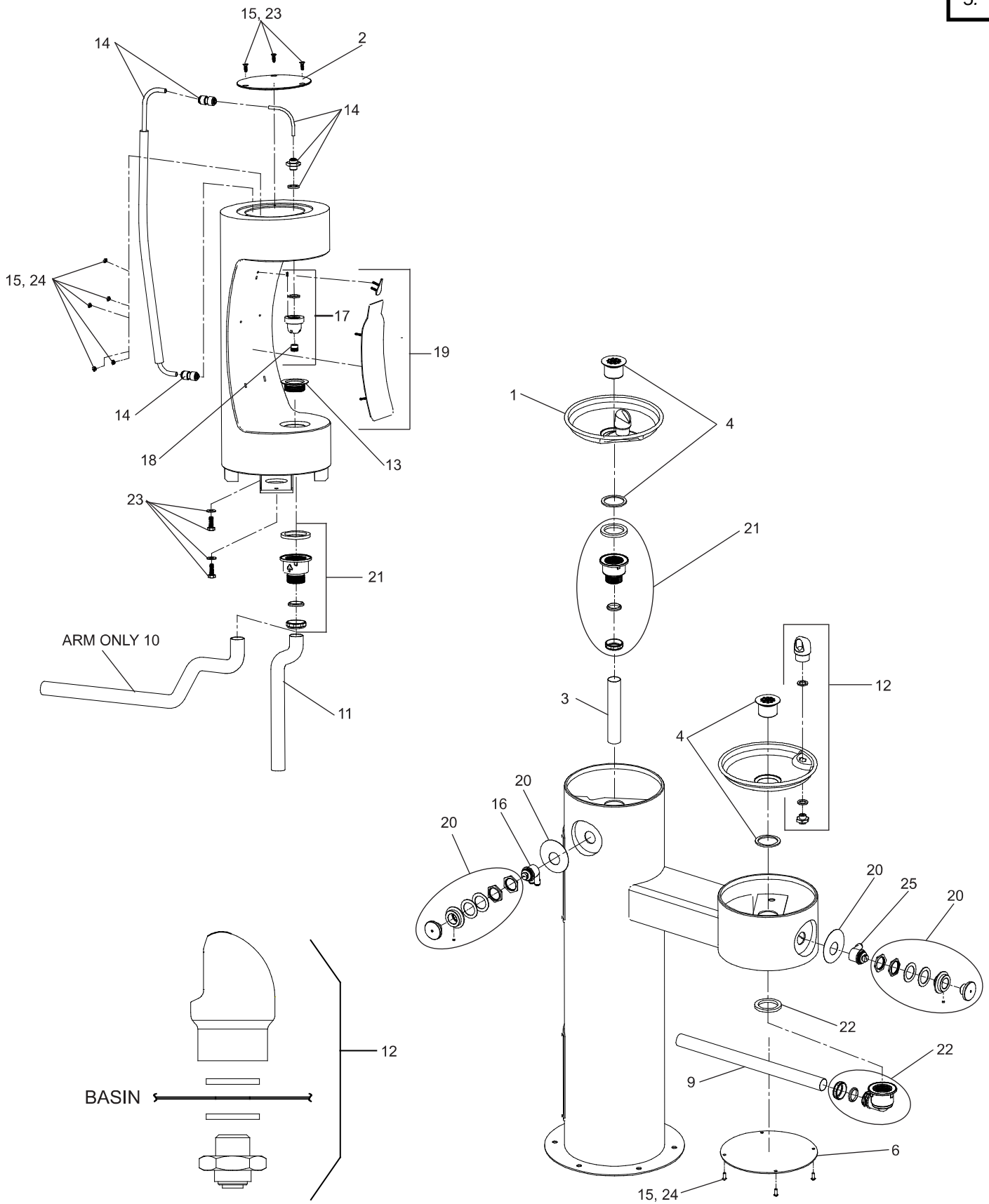
9. Water supply 3/8" O.D. unplated copper tube. Waste 1-1/2" IPS. Contractor to supply waste trap and service stop valve in accordance with local code.
10. Connecting lines to be made of unplated copper and should be thoroughly flushed to remove all foreign matter before being connected to fountain. This fountain is manufactured in such a manner that it does not in any way cause taste, odor, color, or sediment problems.
11. Connect fountain to supply line with a shut-off valve and install a 3/8" unplated copper water line between the valve and the cooler. Remove any burrs from outside of water line. Push the tubes straight into the fittings until they reach a positive stop, approximately 3/4" (See Fig. 2). DO NOT SOLDER TUBES INSERTED INTO PLASTIC FITTINGS AS DAMAGE TO THE O-RINGS MAY RESULT.



LEGEND
A = 3/8" O.D. UNPLATED COPPER TUBE CONNECT - SHUT OFF VALVE BY OTHERS
ACCESS PANEL (8" X 10")
REMOVABLE BOTTOM COVER



LEGEND
A = 3/8" O.D. UNPLATED COPPER TUBE CONNECT - SHUT OFF VALVE BY OTHERS
ACCESS PANEL (8" X 10")
REMOVABLE BOTTOM COVER



TROUBLE SHOOTING AND MAINTENANCE

5.

ACTUATION OF QUICK CONNECT WATER FITTINGS:

Fountain is provided with lead-free connectors which utilize an o-ring water seal. To remove tubing from the fitting, relieve water pressure, push in on the gray collar while pulling on the tubing. (see Fig.3) To insert tubing, push tube straight into fitting until it reaches a positive stop, approximately 3/4".

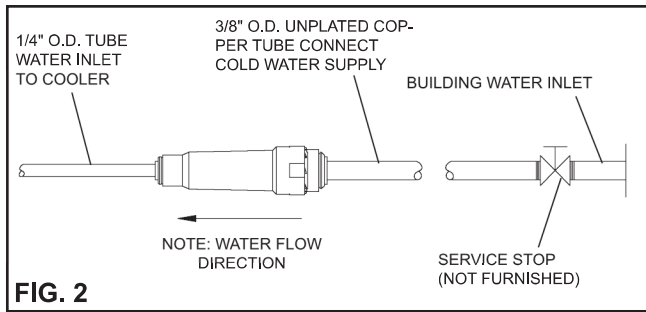


FIG. 2

OPERATION OF QUICK CONNECT FITTINGS

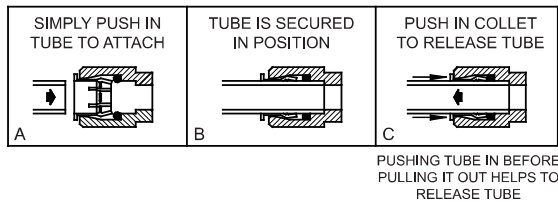


FIG. 3

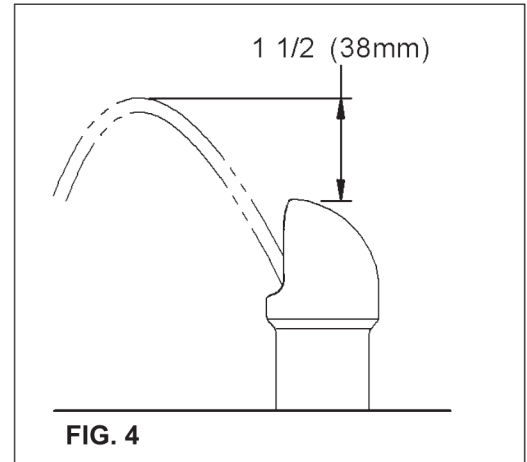


FIG. 4

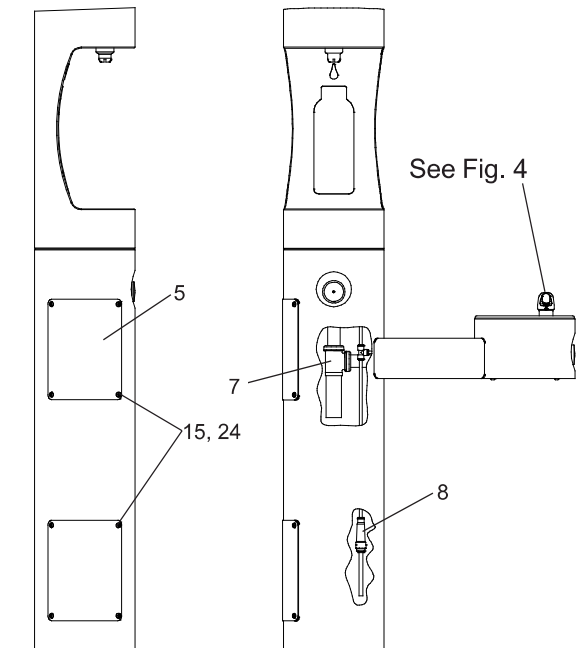
STREAM HEIGHT ADJUSTMENT:

Stream height is factory set at 35 PSI. If supply pressure varies greatly from this, insert a small straight bladed screwdriver through the access hole in the center of the push button and turn the adjustment screw. Clockwise adjustment will raise the stream and counterclockwise adjustment will lower the stream. For best adjustment, the stream should be approximately 1-1/2" above the top of the bubbler. (See Fig. 4)

ITEMIZED PARTS LIST

ITEM NO.	PART NO.	DESCRIPTION
1	28467C	Basin
2	1000003814*	Cover - Round Plate
3	40551C	Tailpipe
4	0000000325	Kit - Drain Plug/Gasket
5	1000003812*	Access Panel
6	1000003813*	Bottom Cover
7	45476C	Drain Tube
8	55996C	In - Line Strainer
9	66346C	Drain Tube
10	66816C	Tube - Drain (Arm Only)
11	66815C	Tube - Drain
12	97446C	Kit - Bubbler (VR)
13	45931C	Outdoor Bottle Filler Drain Plug
14	98686C	Kit - (BF) Waterway/Nipple/Gasket/Tubes/Ftgs
15	98685C	Kit - Hardware/Bolts/Nuts/Washers/VR Torx Screws
16	98678C	Kit - 1.0 GPM Regulator (BF Only)
17	98679C	Kit - Nozzle/Aerator/Gasket/Pin
18	98680C	Kit - Aerator/Key
19	98681C	Kit - Blank Bottle Filler Trim
	1000003692	Kit - LK4420BF Bottle Filler Trim
	1000003693	Kit - 4420BF Bottle Filler Trim
20	98682C	Kit - Push Button w/Blank Nameplate
	1000003694	Kit - Push Button w/LK4420BF Nameplate
	1000003695	Kit - Push Button w/4420BF Nameplate
21	98683C	Kit - Drain Adapter/Gasket/Nut/Washer
22	98684C	Kit - Drain Elbow/Gasket/Nut/Washer
23	75724C	Screw - 1/4"x20 x 3/4" LG. Pinned Torx
24	97247C	Kit - VR Screws/Bit
25	98733C	Kit - Regulator/Holder/Nuts

*select color option to complete part number



***FINISH COLOR OPTIONS** – Choose color option to complete your model number, add as suffix example: 4420BF EVG

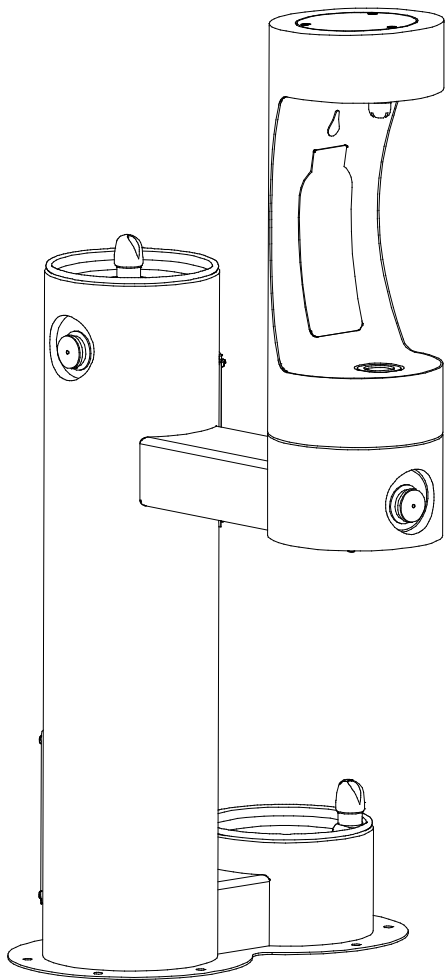
Matte finish: ☐ Evergreen = EVG

Gloss finish:

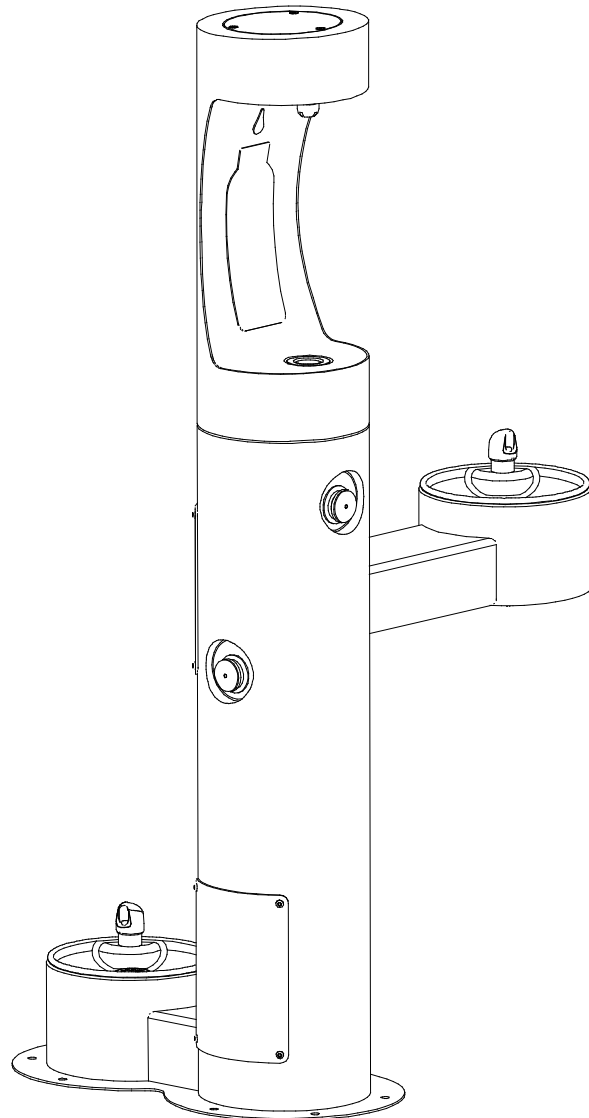
☐ Beige = BGE	☐ Gray = GRY	☐ Terracotta = TER
☐ Black = BLK	☐ Orange = ORN	☐ White = WHT
☐ Blue = BLU	☐ Purple = PUR	☐ Yellow = YLW
☐ Brown = BRN	☐ Red = RED	

Owners Manual

Models 4420BF1LDB* and 4420BF1UDB* Bi-Level Tubular Bottle Filler Fountain with Pet fountain



Models (LK)4420BF1LDB*



Models (LK)4420BF1UDB*

INSTALLER

4420BFDB Fountains are among the easiest to install Fountains on the market today. To assure you install these models easily and correctly, PLEASE READ THESE SIMPLE INSTRUCTIONS BEFORE STARTING THE INSTALLATION. CHECK YOUR INSTALLATION FOR COMPLIANCE WITH PLUMBING, ELECTRICAL, AND OTHER APPLICABLE CODES. After installation, leave these instructions with the Fountain for future reference.

INSTALLATION INSTRUCTIONS

5.

IMPORTANT

ALL SERVICE TO BE PERFORMED BY AN AUTHORIZED SERVICE PERSON

IMPORTANT! INSTALLER PLEASE NOTE.

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1. This fountain is to be mounted on a smooth, flat, finished surface with adequate support structure. NOTE: Mounting structure must be capable of supporting 300 lb. load on fountain.
2. Refer to rough-in for plumbing.
3. Install shut-off valve on water supply. (Valve not furnished)
4. Locate and install fountain using 3/8" minimum fasteners. (Fasteners not furnished)
5. Prior to installing the bottle filler to the center mounting position of fountain, insert the drain pipe (Item #15) by positioning the short end of drain pipe through mounting plate of bottle filler. Install bottle filler to fountain and secure with supplied hardware.
6. Prior to installing the bottle filler to the arm mount of fountain, insert the drain pipe (Item #14) into the arm tunnel and adjust drain to lean to the left side of the arm when facing the button. Install bottle filler to arm being sure drain tube is above mounting plate of filler. Install filler to fountain and secure with supplied hardware.
7. Connect water supply and fountain drain. Connect drain waste "Tee" to fountain drain tubes. Connect outlet of "Tee" to drainage system. Water connection and drain must comply with local codes.
8. Turn on water supply and check all connections for leaks.

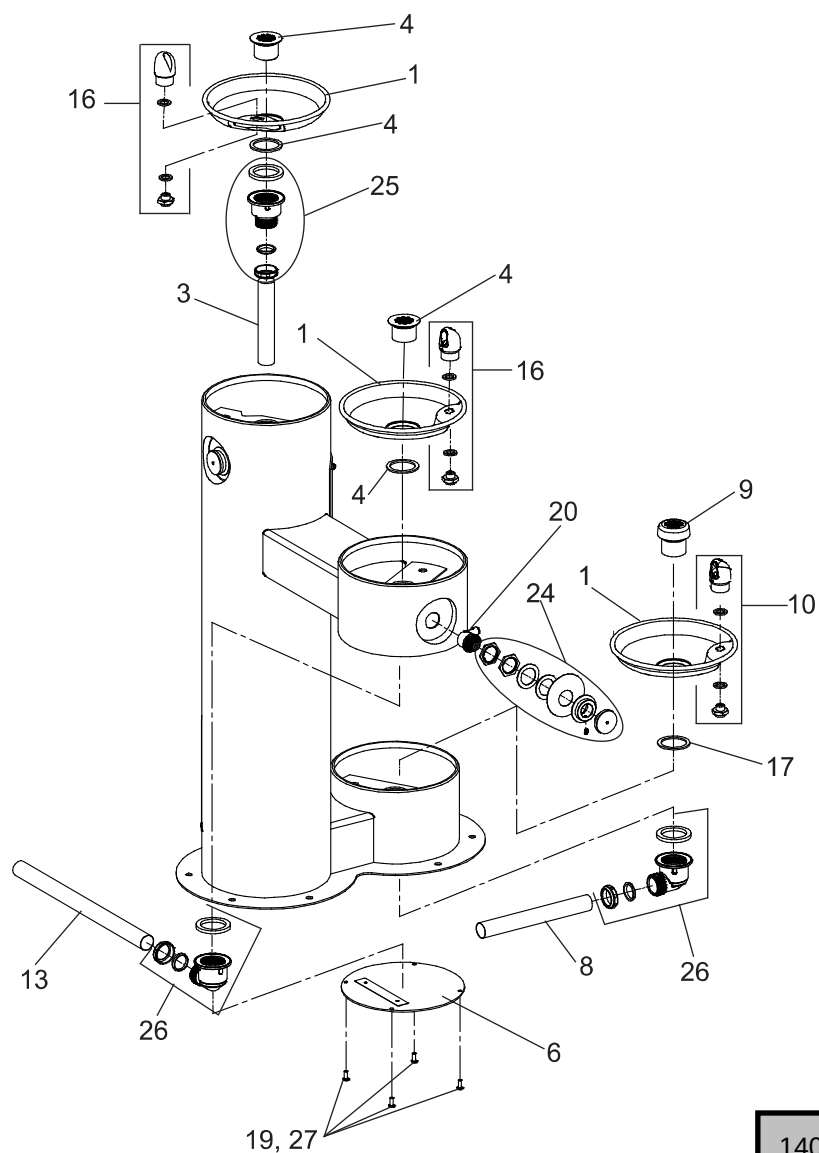
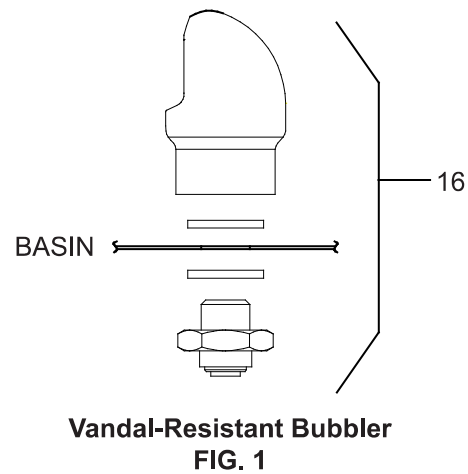
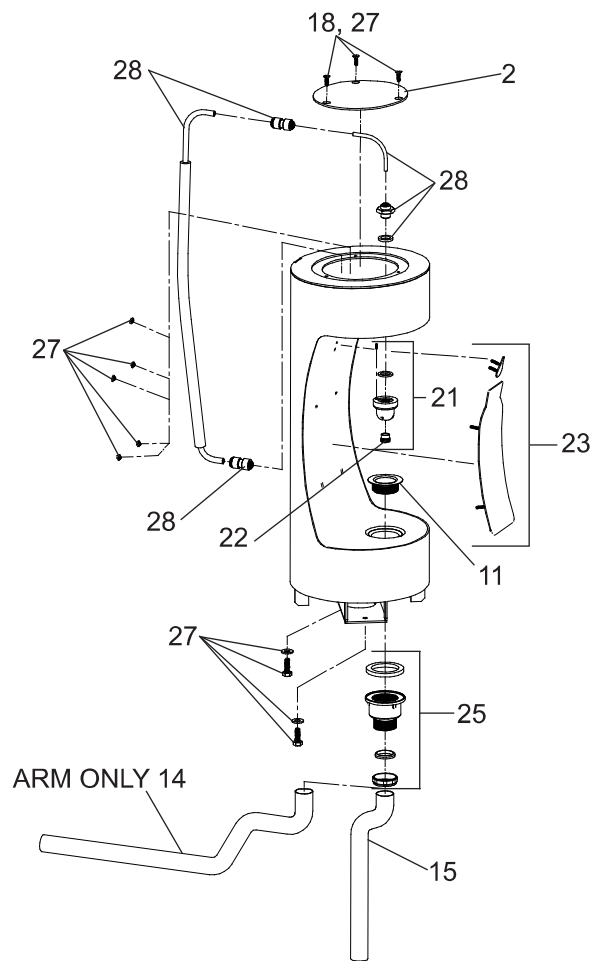
CAUTION: This fountain is rated for inlet water pressure of 20-105 PSI. A pressure reducing regulator should be used if the inlet water supply exceeds 105 PSI. Any damage caused by reason of connecting this product to supply line pressures lower than 20 PSI or higher than 105 PSI is not covered by warranty.

9. Water supply 3/8" O.D. unplated copper tube. Waste 1-1/2" IPS. Contractor to supply waste trap and service stop valve in accordance with local code.
10. Connecting lines to be made of unplated copper and should be thoroughly flushed to remove all foreign matter before being connected to fountain. This fountain is manufactured in such a manner that it does not in any way cause taste, odor, color, or sediment problems.
11. Connect fountain to supply line with a shut-off valve and install a 3/8" unplated copper water line between the valve and the fountain. Remove any burrs from outside of water line. Push the tubes straight into the fittings until they reach a positive stop, approximately 3/4" (See Fig. 3). DO NOT SOLDER TUBES INSERTED INTO PLASTIC FITTINGS AS DAMAGE TO THE O-RINGS MAY RESULT.



= ACCESS PANEL (8" X 10")
= REMOVABLE BOTTOM COVER

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TROUBLESHOOTING AND MAINTENANCE

5.

ACTUATION OF QUICK CONNECT WATER FITTINGS:

Fountain is provided with lead-free connectors which utilize an o-ring water seal. To remove tubing from the fitting, relieve water pressure, push in on the gray collar while pulling on the tubing. (see Fig.2) To insert tubing, push tube straight into fitting until it reaches a positive stop, approximately 3/4".

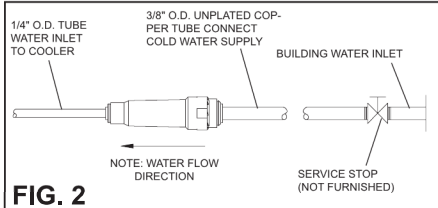


FIG. 2

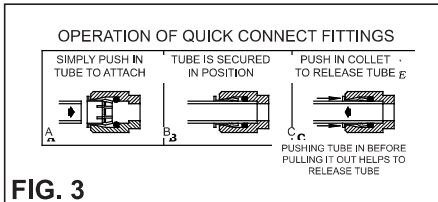


FIG. 3

ITEMIZED PARTS LIST

ITEM NO.	PART NO.	DESCRIPTION
1	28467C	Basin
2	1000003814*	Cover - Round Plate
3	40551C	Tailpipe
4	0000000325	Kit - Drain Plug/Gasket
5	1000003812*	Access Panel
6	1000003813*	Bottom Cover
7	45926C	Drain Tube - 1-1/2" x 27-1/2" Lg.
8	45724C	Tailpipe - 1-1/4" x 10"Lg.
9	45726C	Drain Plug 1-1/2" (Dog Bowl)
10	0000000466	Kit - Bubbler (Dog Bowl)
11	45931C	Plug - Drain (BF)
12	55996C	In - Line Strainer
13	66346C	Drain Tube
14	66816C	Tube - Drain (Arm Only)
15	66815C	Tube - Drain
16	97446C	Kit - Bubbler (VR)
17	101570540560	Gasket
18	75724C	Screw - 1/4"x20 x 3/4" LG. Pinned Torx
19	97247C	Kit - VR Torx Screws/Bit
20	98678C	Kit - 1.0 GPM Regulator (BF Only)
	98530C	Kit -
21	98679C	Kit - Nozzle
22	98680C	Kit - Aerator/Key
23	98681C	Kit - Blank Bottle Filler Trim
	1000003692	Kit - LK4420BFDB Bottle Filler Trim
	1000003693	Kit - 4420BFDB Bottle Filler Trim
24	98682C	Kit - Push Button w/Blank Nameplate
	1000003694	Kit - Push Button w/LK4420BFDB Nameplate
	1000003695	Kit - Push Button w/4420BFDB Nameplate
25	98683C	Kit - Plastic Drain
26	98684C	Kit - 90° Plastic Drain
27	98685C	Kit - 4400 Series Hardware
28	98686C	Kit - Bottle Filler Waterway
NS	1000003490	Drain Tube (Not Shown)

NS = Not Shown

*select color option to complete part number

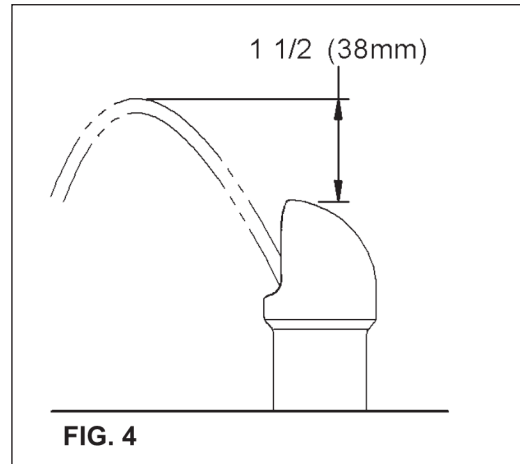
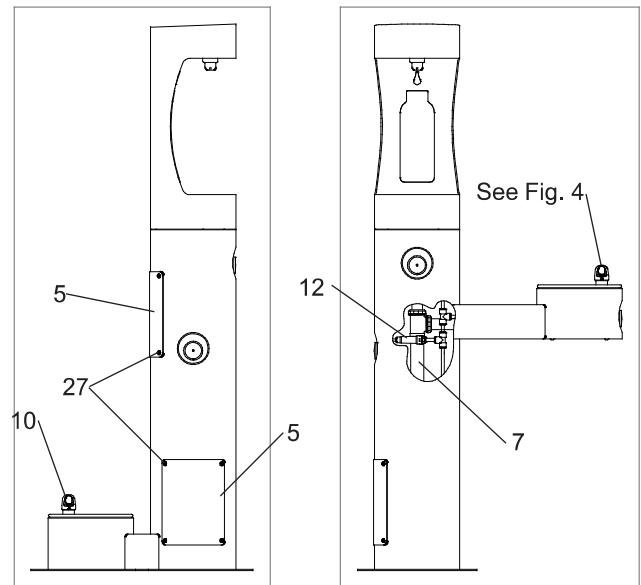


FIG. 4

STREAM HEIGHT ADJUSTMENT:

Stream height is factory set at 35 PSI. If supply pressure varies greatly from this, insert a small straight bladed screwdriver through the access hole in the center of the push button and turn the adjustment screw. Clockwise adjustment will raise the stream and counterclockwise adjustment will lower the stream. For best adjustment, the stream should be approximately 1 1/2" above the top of the bubbler . (See Fig. 4)



***FINISH COLOR OPTIONS** – Choose color option to complete your model number, add as suffix example: 4420BF1UDBEVG

Matte finish: ☐ Evergreen = EVG

Gloss finish:

☐ Beige = BGE

☐ Black = BLK

☐ Blue = BLU

☐ Brown = BRN

☐ Gray = GRY

☐ Orange = ORN

☐ Purple = PUR

☐ Red = RED

☐ Terracotta = TER

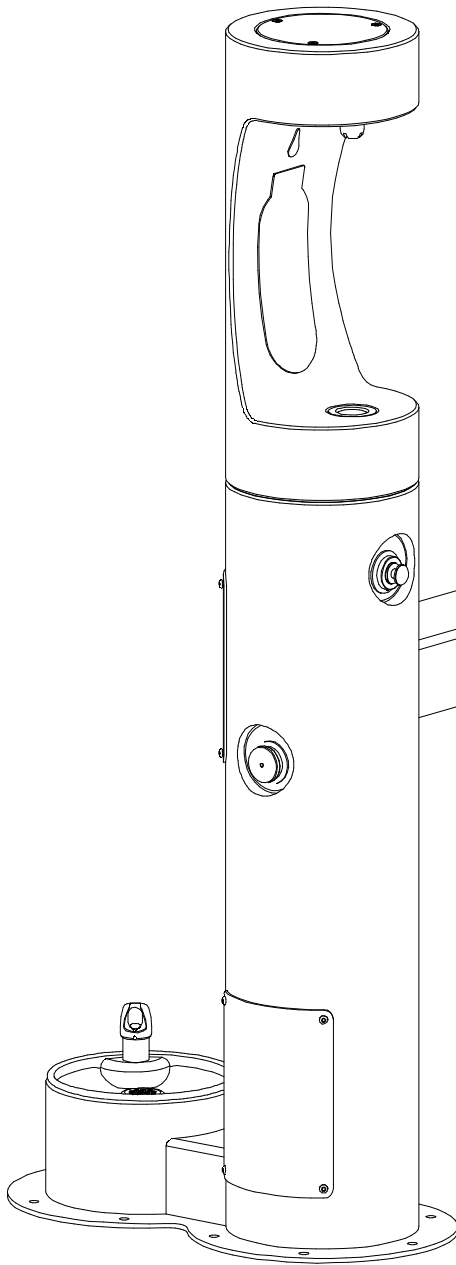
☐ White = WHT

☐ Yellow = YLW

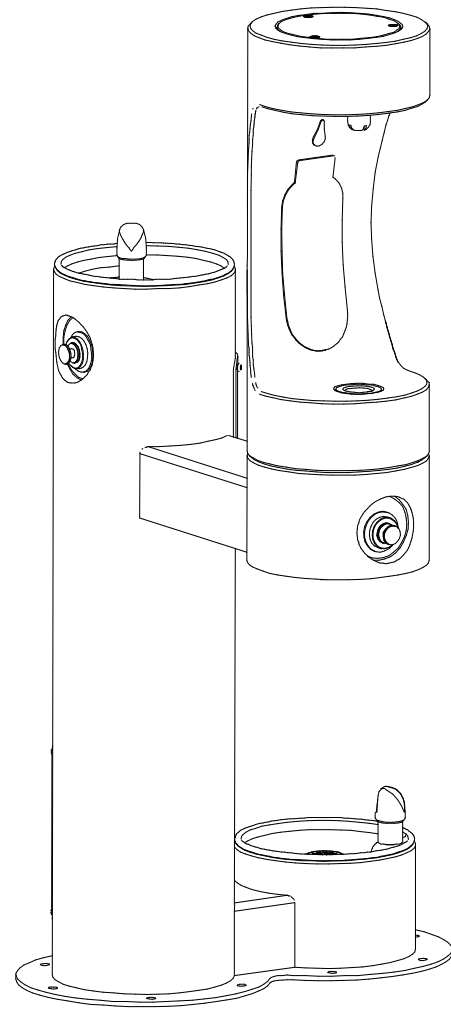
Owners Manual

5.

4420 Bottle Filler Freeze Resistant Tubular Fountain & Pet Fountain with 98837C Dual Valve Control Assembly



MODEL 4420BF1UDBFR



MODEL 4420BF1LDBFR

INSTALLER

4420DBBFFR Fountains are among the easiest to install Fountains on the market today. To assure you install these models easily and correctly, PLEASE READ THESE SIMPLE INSTRUCTIONS BEFORE STARTING THE INSTALLATION. CHECK YOUR INSTALLATION FOR COMPLIANCE WITH PLUMBING, ELECTRICAL, AND OTHER APPLICABLE CODES. After installation, leave these instructions with the Fountain for future reference.

INSTALLATION INSTRUCTIONS

5.

IMPORTANT

ALL SERVICE TO BE PERFORMED BY AN AUTHORIZED SERVICE PERSON

IMPORTANT! INSTALLER PLEASE NOTE.

THE GROUNDING OF ELECTRICAL EQUIPMENT SUCH AS TELEPHONE, COMPUTERS, ETC. TO WATER LINES IS A COMMON PROCEDURE. THIS GROUNDING MAY BE IN THE BUILDING OR MAY OCCUR AWAY FROM THE BUILDING. THIS GROUNDING CAN CAUSE ELECTRICAL FEEDBACK INTO A FOUNTAIN, CREATING AN ELECTROLYSIS WHICH CAUSES A METALLIC TASTE OR AN INCREASE IN THE METAL CONTENT OF THE WATER. THIS CONDITION IS AVOIDABLE BY USING THE PROPER MATERIALS AS INDICATED. ANY DRAIN FITTINGS PROVIDED BY THE INSTALLER SHOULD BE MADE OF PLASTIC TO ELECTRICALLY ISOLATE THE FOUNTAIN FROM THE BUILDING PLUMBING SYSTEM.

IMPORTANT! INSTALLER PLEASE NOTE

Do not pull up on lines coming out of the PVC column. This raises the water valve above the frost line with disastrous results. The water line for the Pet Fountain Bubbler is not protected by the Freeze Valve.

General Installation Tips

1. Be sure to flush water supply line before you connect it to the inlet fitting on Freeze Resistant Valve System.
2. There are two drain lines required for this unit. One for the drinking fountain basin and/or bottle filler drains and one for the valve/water supply line system. The bowl drain is the 3/4" PVC fitting at the bottom of the 6" PVC tube and the valves drain through the small holes in the PVC cap. Provide ample drainage for these two items. It's always better to have too much than not enough.
3. The column (6" PVC tube) must remain vertical. Be sure it remains vertical when backfilling the excavating trench.
4. When the concrete pad, for mounting the fountain, is poured, be sure to allow adequate space around the top of the column so that the flexible cap may be removed for servicing the valve.
5. We recommend that the top of the column be flush or slightly above the top height of the concrete pad.
6. You should test the unit before you backfill. Simply blow on the clear, small diameter tubing. A steady stream should flow from the braided tubing line. When air pressure is removed from the clear tubing the water stream should stop.
7. Once you have tested the valve, backfilled the hole and poured the concrete mounting pad you are ready to set the fountain. After bolting the fountain in place connect the air control valve tubing, supply water tubing and drain lines. The water supply line must have a straight run from the basin bubbler down to the control valve. If a straight run is not maintained water will become trapped and freeze leaving the unit inoperable. Test the fountain again. If it fails to work, the air control line may be kinked or connected improperly. Be sure to keep water out of the air control line.
8. These products are designed to operate on 20 PSI to 105 PSI supply line pressure. If inlet pressure above 105 PSI, a pressure regulator must be installed in the supply line. Any damage caused by reason of connecting this product to supply line pressure lower than 20 PSI or higher than 105 PSI is not covered by warranty.

INSTALLATION INSTRUCTIONS FOR INSTALLING 98837C OR 98838C DUAL VALVE CONTROL ASSY.

1. Prepare trench for water supply and waste drain lines (if required by local codes). The hole should be deep enough to accommodate the PVC column and 5 cubic feet of porous fill (large broken rock). Additional porous fill may be required due to local ground conditions. (See Site Preparation Detail below).
2. Lay drain lines and water supply lines. Provide service shut off valve for maintenance. Flush the water supply line before attaching to the shut off valve.
3. Set PVC column in excavating pit. Connect the water supply line to the inlet on the PVC column. Remove valve assembly from the PVC column by carefully pulling up on the nylon strap. Pressure test the valve assembly for leaks. Check operation of the water valve by blowing on the small clear diameter tubing. A steady stream of water should flow from the braided tubing. After releasing air pressure from the small clear tubing the water stream should stop.
4. Replace the water valve into the PVC column. Make sure the supply hose coils into the bottom of the PVC column without any kinks. Cap the PVC column, protect the ends of the connecting tubes and backfill the trench. Keep the PVC column vertical at all times.
5. Form the concrete mounting pad and locate the fountain 3/8" minimum fasteners (not included) in the proper position. (Refer to Rough-in for correct location of 3/8" minimum fasteners.) (Fasteners not included.) Pour concrete and finish. Be sure to keep concrete away from the top of the PVC column to allow removal of PVC cap to allow for future service. Let concrete set 24 hours minimum before mounting fountain.
6. Double check that the water valve is positioned fully at the bottom of the PVC column. Install insulation into the PVC column and push down onto the top of the water valve.
7. Mount the fountain onto the 3/8" minimum fasteners. (Fasteners not included). Level and shim fountain as required.
8. Connect the drain line, water line and air control lines. Note: for Models 4420BF1LDBFR and 4420BF1UDBFR the water line from the REGULATOR MUST BE routed to the BUBBLER not the Bottle Filler (Freeze Valve P/N 98837C). Excess lengths should be trimmed from the tubing. The water supply line must be positioned for positive drain back out of the fountain and down through the water valve. **Any water allowed to be trapped above the frost line will freeze leaving the unit inoperable.** Do not pull up on the connection lines as this could raise the valve above the frost line.
9. Check for proper operation by using fountain push buttons. If the valve does not work properly check for leaks or kinks in the air control line.
10. After insuring proper operation reassemble fountain. Installation of your fountain is now complete.

**SITE PREPARATION DETAIL FOR THE 4420BFDBFR FTN.
WHEN USING 98837C OR 98838C DUAL VALVE CONTROL ASSY.**

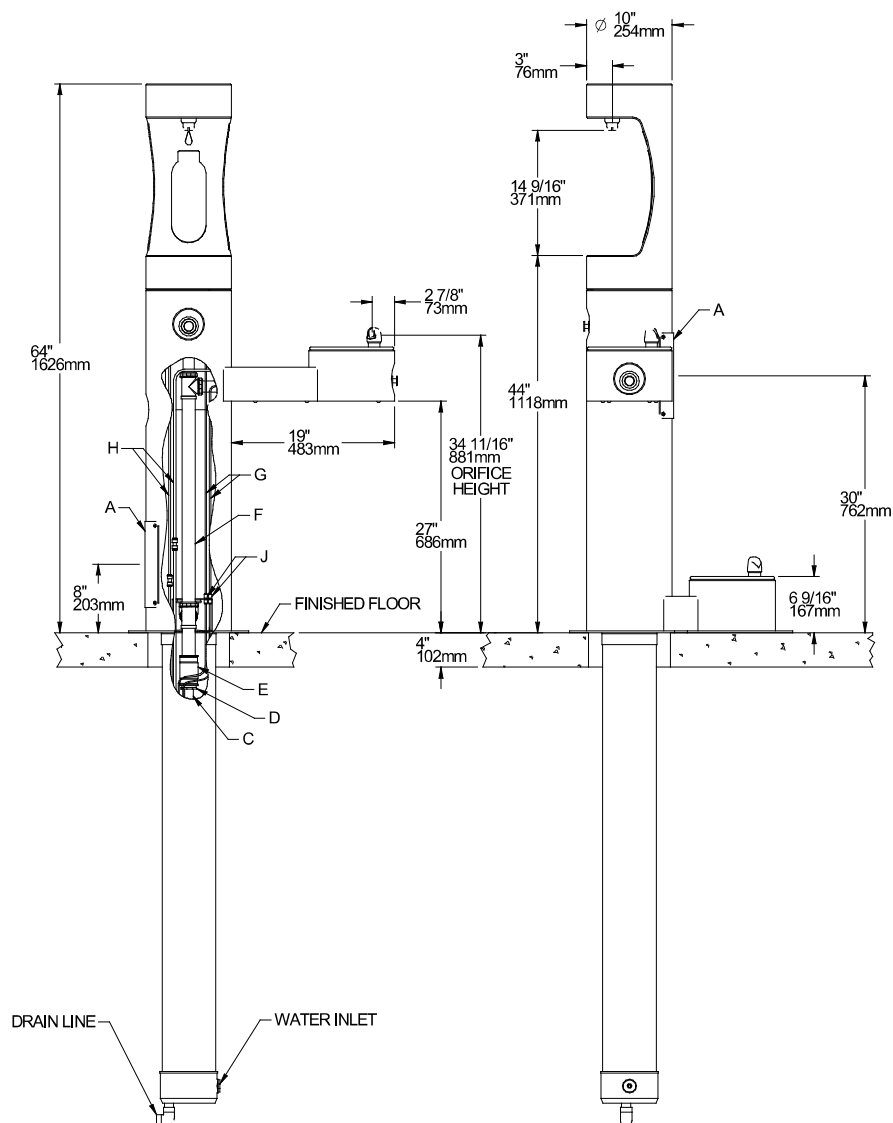
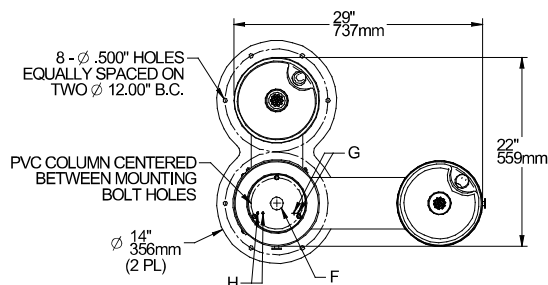
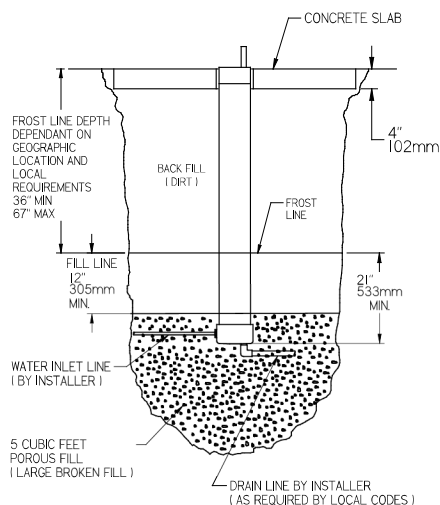


FIG. 1

SITE PREPARATION DETAIL

FIG. 2



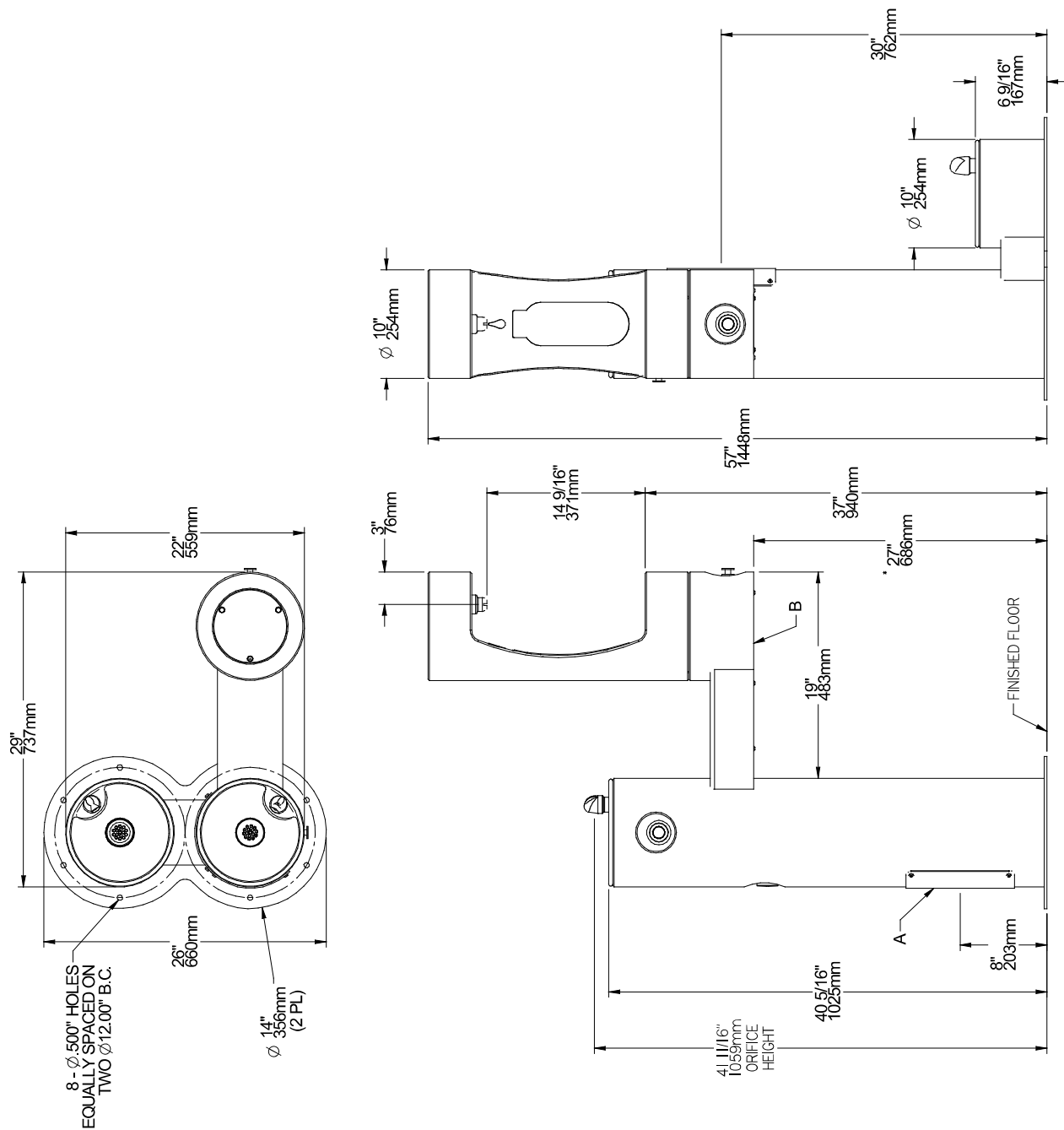
LEGEND

A = ACCESS PANEL (8" X 10")
B = REMOVABLE BOTTOM COVER
C = 1" PVC DRAIN
D = PRESSURE FITTING 1-1/4" x 3/4"
E = CONNECTOR 1-1/4" TO 1-1/4"

F = 1-1/2" DRAIN TUBE
G = AIR CONTROL LINE
H = WATER LINES
J = CONNECTOR FOR AIR CONTROL LINE

ROUGH-IN FOR 4420BF1LDBFR
SEE PAGE 2 FOR FREEZE RESISTANT VALVE DETAILS (98837C)

5.



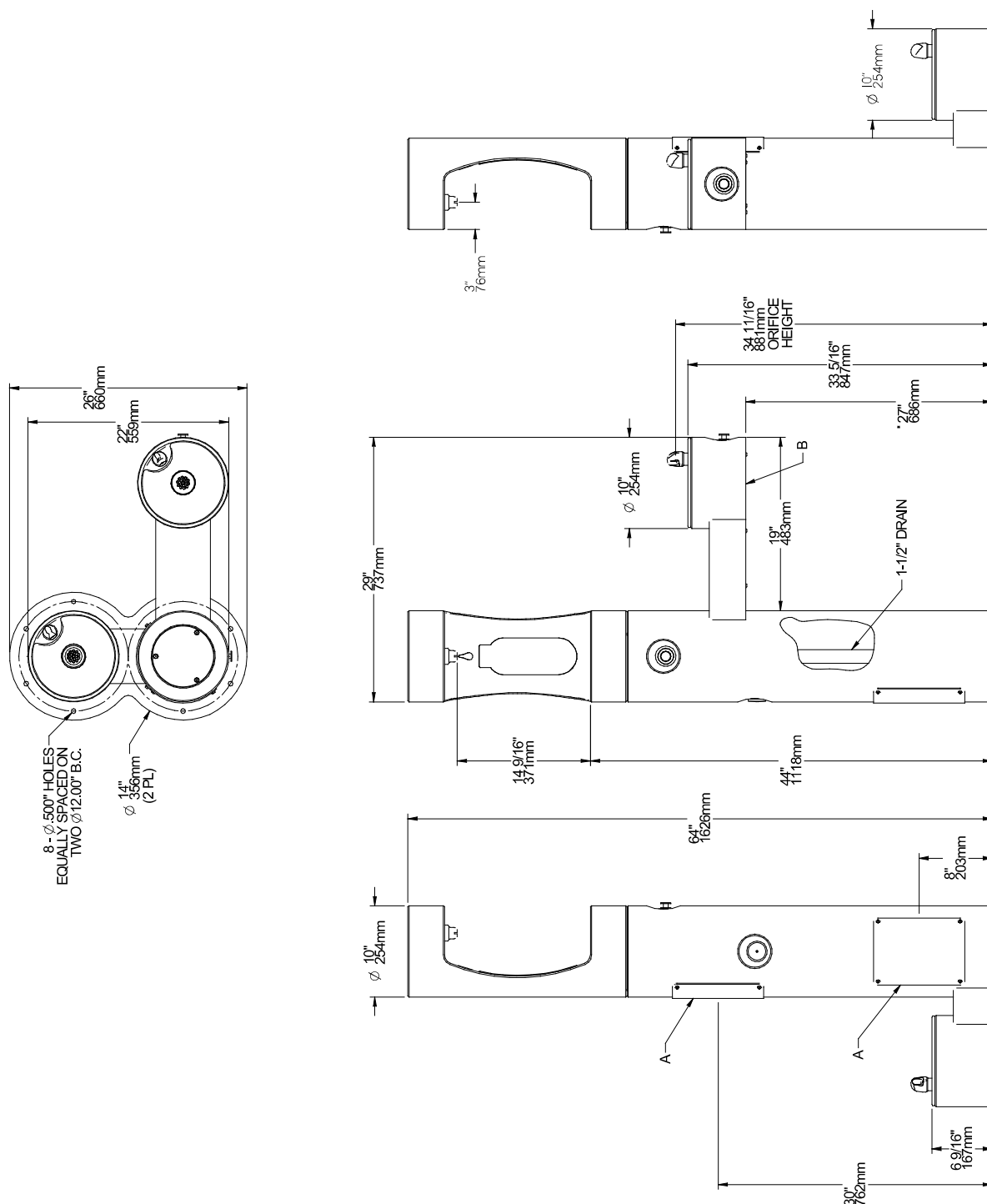
LEGEND

A = ACCESS PANEL (8" X 10")
B = REMOVABLE BOTTOM COVER

FIG. 3

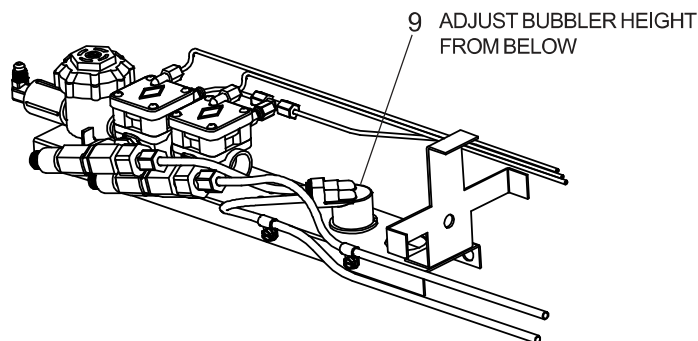
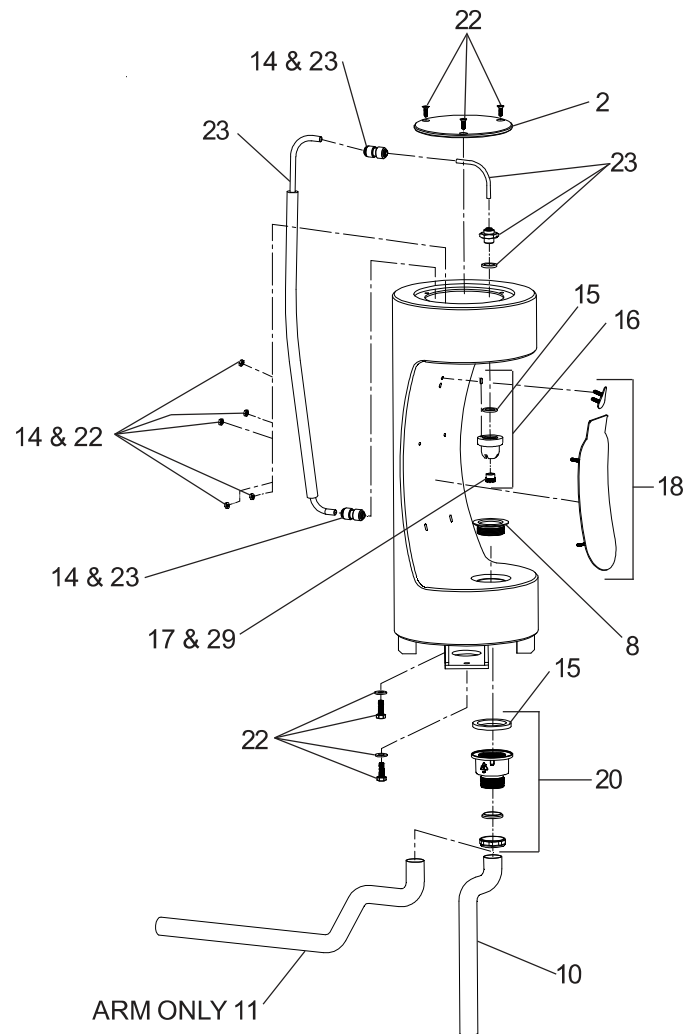
ROUGH-IN FOR 4420BF1UDBFR
SEE PAGE 2 FOR FREEZE RESISTANT VALVE DETAILS (98837C)

5



LEGEND
A = ACCESS PANEL (8" X 10")
B = REMOVABLE BOTTOM COVER

FIG. 4



Dual Valve Assy. (Item 28) W/Regulator
P/N 98837C For use on models
4420BF1LDBFR and 4420BF1UDBFR
 (Tubing Not Included)

FIG. 5

5.

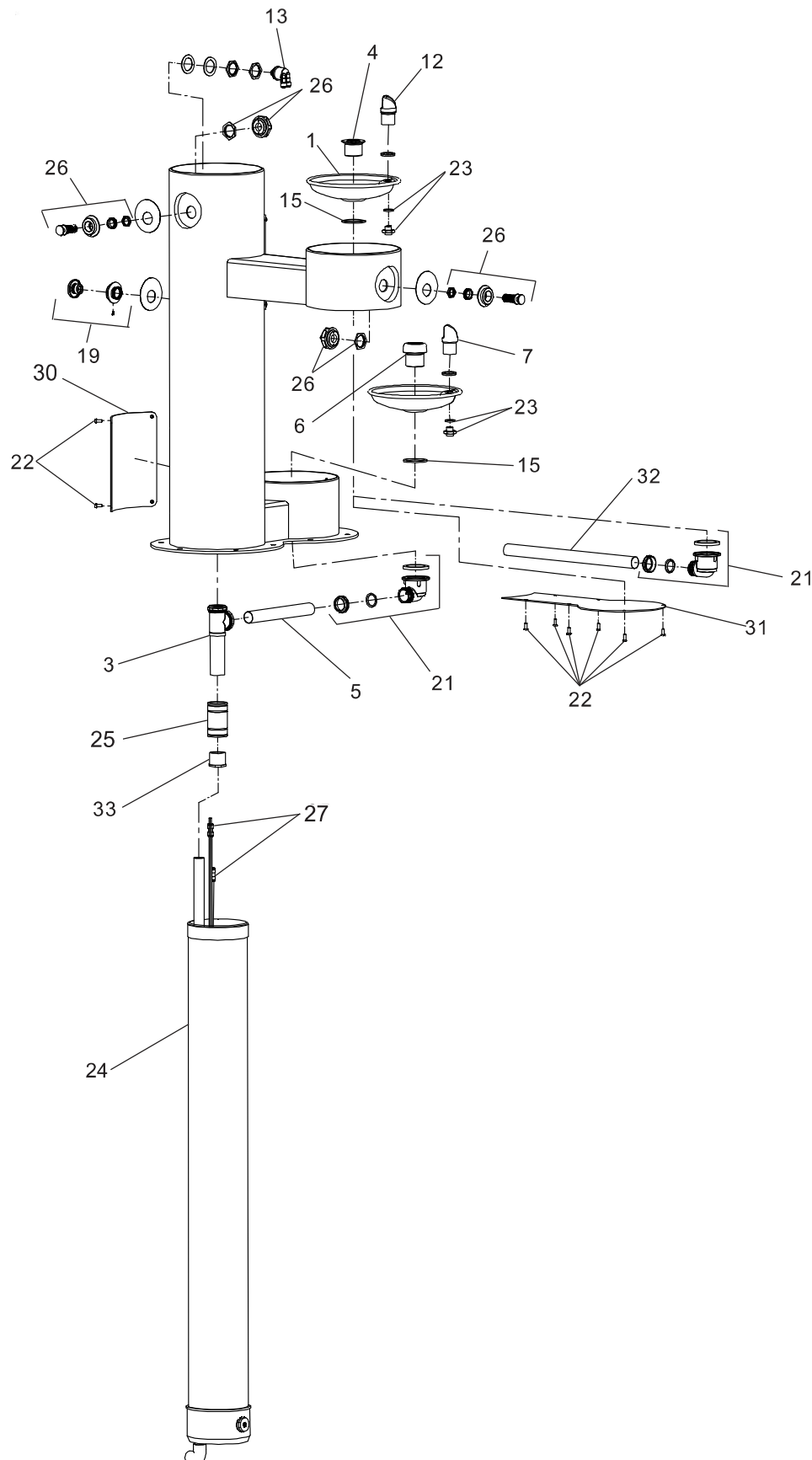


FIG. 6

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TROUBLE SHOOTING

5.

Insufficient Flow: Check that the shut-off valve is wide open. Verify minimum 20 PSI supply pressure. Clean inlet strainer screen located in the valve body. Clean rubber orifice in flow control located below frost line in bushing between barb fitting and valve.

No Flow: Check for leaks in the air tubing going from the push button to the valve. Make sure the air tubing compression nut is hand tight. Disconnect air tube from push button. Place finger over air outlet. Push button to test diaphragm. Tighten diaphragm cap screws. Replace diaphragm if necessary.

Continued Insufficient or Varied Flow:

- Replace flow control.
- Check for kinks in the tubing.
- Remove the PVC cap from the PVC column. Remove the valve assembly from the PVC column by carefully pulling up on the nylon strap. Pressure test the valve assembly for leaks. Check stream height from the bubbler on units with a bubbler. Stream height is factory set at 35 PSI. If supply pressure varies greatly from this, adjust the screw on the regulator (Item 9, Page 6, Stream Height Adjustment). Clockwise adjustment will raise stream and counter-clockwise adjustment will lower stream. For best adjustment stream height should be approx. 1-1/2" (38mm) above the bubbler guard. Replace the valve into the PVC column. Make sure the supply hose coils into the bottom of the PVC column without any kinks and double check that the valve is positioned fully at the bottom of the PVC column. Cap the PVC column.

Continuous Flow: Insure that push button is not obstructed and springs back to normal position. Remove four screws which secure plastic diaphragm block to valve body. Pull plastic and rubber diaphragm assembly out of valve body. Locate tiny hole in rubber diaphragm just under lip of plastic part. Clean debris from this hole. Inspect valve seat for grooves. If valve seat was OK and diaphragm hole was free from debris, inspect rubber button located at center of floating steel disc in valve diaphragm block assembly. If button is worn, turn disc over or replace it. If diaphragm and seats are in good condition, stretch spring slightly. Spring is located behind floating stainless steel plate. Insure that air bleed port on valve plastic block assembly is not plugged.

The following items are included with the 4420BFDBFR Fountain

PARTS LIST		
ITEM NO.	PART NO.	DESCRIPTION
1	28467C	Basin
2	28955C*	Cover - Round Plate
3	1000003490	Tube - Drain
4	45464C	Plug - 1-1/2" Drain
5	45724C	Tailpipe - 1-1/4" X 10" Lg.
6	45726C	Drain Plug - 1-1/2" (Pet Fountain)
7	45727C	Body - Bubbler (Pet Fountain)
8	45931C	Plug - Outdoor Bottle Filler Drain
9	60905C	Valve - Flow Control
10	66815C	Tube - Drain
11	66816C	Tube - Drain (Arm Only)
12	97446C	Kit - VR Bubbler
13	98530C	Kit - Regulator (Pet Fountain)
14	98532C	Kit - "O" Rings and Fittings
15	98677C	Kit - Gasket
16	98679C	Kit - Nozzle
17	98680C	Kit - Aerator
18	98681C	Kit - Bottle Filler Trim
19	98682C	Kit - Push Button
20	98683C	Kit - Plastic Drain
21	98684C	Kit - 90° Plastic Drain
22	98685C	Kit - 4400 Series Hardware
23	98686C	Kit - Bottle Filler Waterway
24	98837C	Dual Control Valve System w/1 Reg.
25	66461C	Fitting - 1-1/4" x 1-1/4" Rubber
26	98901C	Kit - Freeze Resist Push Button
27	75565C	Fitting - Double Male Connector
28	98904C	Dual Control Valve Assy. (1 Btl Flr & 1 Bubbler)
29	P05031	Aerator
30	45832C*	Panel - Access
31	45833C*	Panel - Bottom Cover
32	66346C	Tube - Drain
33	55960C	Fitting 1-1/4" to 3/4" Pressure
NS	40551C	Tailpipe - 1-1/4" X 6-7/8"
NS	45926C	Tube - Drain 27-1/2" Lg.
NS	70745C	Fitting - 1/4" to 3/8" Tube Union
NS	75521C	Bit - Pinned Torx T-27
NS	56092C	Poly Tubing - 1/4" (Cut To Length) - To Bubbler
NS	56123C	Poly Tubing - 1/8" (Cut To Length) - To Actuator
NS	56307C	Poly Tubing - 3/8" (Cut to Length) - To Nozzle

*select color option to complete part number
NS = Not Shown

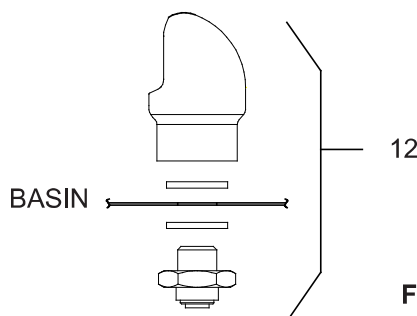


FIG. 7

Vandal-Resistant Bubbler Detail

***FINISH COLOR OPTIONS – Choose color option to complete your model number, add as suffix example:**
4420BF1UDBFRKEVG

Matte finish: ☐ Evergreen = EVG

Gloss finish:

- | | | |
|--------------------------------------|---------------------------------------|---|
| ☐ Beige = BGE | ☐ Gray = GRY | ☐ Terracotta = TER |
| ☐ Black = BLK | ☐ Orange = ORN | ☐ White = WHT |
| ☐ Blue = BLU | ☐ Purple = PUR | ☐ Yellow = YLW |
| ☐ Brown = BRN | ☐ Red = RED | |

ELKAY®

Enhanced

INSTALLATION & USE MANUAL

Manual de instalación y uso
Manuel d'installation et utilisation

LZ™ & EZ™ Series Bottle Filling Stations & Coolers

Bebederos y estaciones llenadoras de botellas series LZ™ y EZ™ mejorados
Remplisseuses de bouteille et fontaines à eau fraîche séries LZ™ et EZ™ améliorées





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HANGER BRACKET INSTALLATION

- 1) Remove hanger bracket fastened to back of cooler by removing one (1) screw
- 2) Mount the hanger bracket as shown in Figure 1 (Pg. 2)

NOTE: Hanger Bracket **MUST** be supported securely. Add fixture support carrier if wall will not provide adequate support. Anchor hanger securely to wall using all six (6) 1/4 in. dia. mounting holes.

IMPORTANT: 5-7/8 in. (150mm) dimension from wall to centerline of trap must be maintained for proper fit.

INSTALLATION OF COOLER

- 3) Hang the cooler on the hanger bracket. Be certain hanger bracket is engaged properly in the slots on the cooler back as shown in Figure 1 (Pg. 2).
- 4) Remove the four (4) screws holding the lower front panel at the bottom of the cooler. Remove the front panel by pulling straight down and set aside.
- 5) Secure cooler frame to wall by installing (2) screws and washers (not supplied). (See Fig. 2, Pg. 6). Make sure the screws engage in a structural member.
- 6) Connect the supply water to the filter inlet tube.
- 7) Install trap. Remove the slip nut and gasket from the trap and install them on the cooler waste line making sure that the end of the waste line fits into the trap. Assemble the slip nut and gasket to the trap and tighten securely.

IMPORTANT: If it is necessary to cut the drain, loosen the screw at the black rubber boot and remove tube, check for leaks after re-assembly.

BOTTLE FILLER INSTALLATION

- 8) Remove two (2) mounting screws with 5/32" Allen wrench holding bottle filler to wall mounting plate (See Fig.4, Pg. 6). Note do not discard mounting screws, they will be needed to secure bottle filler to wall mounting plate.
- 9) Remove wall mounting plate from Bottle Filler (see Fig 4, Pg. 6). Place wall mounting plate against wall on top of basin. Center the wall mounting plate side to side with the basin. Mark the six (6) mounting holes with a pencil (See Fig. 1, Pg. 2). Place tape over wiring harness connection on top of cooler to prevent debris from falling into Connection (See Fig. 3, Pg. 6).
- 10) Remove wall mounting plate from wall. **NOTE:** Mounting plate **MUST** be supported securely. Add fixture support carrier if wall will not provide adequate support.
- 11) Install wall mounting plate to wall using six (6) 7/16" obround mounting holes (mounting bolts not included) (See Fig.4, Pg. 6). Use appropriate fasteners for your wall type.
- 12) Install gasket on bottom of bottle filler tower with gasket support bracket & (2) screws (See Fig. 5, 6, Pg. 7).
- 13) Connect water line from cooler to 3/8" john guest fitting. Connect wiring harness to the top of cooler. (See Fig. 8, Pg. 8).
- 14) Place bottle filler on four (4) hooks on the mounting plate installed on wall. Make sure round boss in gasket fits in hole of basin. (See Fig. 9, Pg. 8).
- 15) Remove filter from carton, remove protective cap, attach filter to filter head by firmly inserting into head and rotating filter clockwise. Ensure that blue label can be read when filter is installed. (Fig. 14, Pg. 10.)
- 16) Turn water supply on and inspect for leaks. In both cooler and bottle filler. Fix all leaks before continuing.
- 17) Once cooler and bottle filler has been inspected for leaks and any leaks found corrected, plug cooler into wall.
- 18) Reinstall two mounting screws from first step (See Fig. 4, Pg. 6). Caution, do not over tighten screws.
- 19) Once power is applied to the cooler the GREEN LED light will illuminate on the bottle filler showing good filter status along with the LCD Bottle Counter.
- 20) Verify proper dispensing by placing cup, hand, or any opaque object in front of sensor area and verify water dispenses. Note: the first initial dispenses might have air in line which may cause a sputter. This will be eliminated once all air is purged from the line.
- 21) Once unit tests out, install Lower Panel back on water cooler(s). Units are now ready for use.

Instructions For Replacing Filters

- 1) Remove lower cover on cooler by removing (4) screws (See Fig.10, Pg. 8).
 - 2) Turn off water supply; dispense water to relieve pressure.
 - 3) Turn used filter counterclockwise 1/4 turn to remove from filter head.
 - 4) Remove cap from new filter and use to seal used filter.
 - 5) Insert new filter into existing filter head and turn fully clockwise. Make sure you can read the label on the front of the filter once it is installed. (See Fig.14 on Pg. 10).
 - 6) Turn on water supply and run a minimum of two gallons of water through the filter to purge air any fine carbon particles from filter. Also run water through bottle filler
- Note:** Filter status light will automatically reset once new filter is installed.

Instructions To Access Programming Button

- 1) Remove (2) mounting screws of bottle filler top cover using 5/32" Allen wrench.
- 2) Slide bottle filler up until the hooks of the plate disengage from body. **NOTE:** Do not disconnect wiring or plumbing.
- 3) Tilt unit forward, the Programming Button is located on top of circuit board behind the graphics display.

SUSPENSIÓN DE LA INSTALACIÓN DEL SOPORTE

- 1) Retire un (1) tornillo para retirar el soporte colgante fijado en la parte posterior del bebedero.
- 2) Monte el soporte colgante como se muestra en la Figura 1 (pág. 2)

NOTA: El soporte colgante DEBE estar apoyado firmemente. Instale un soporte de apoyo auxiliar si la pared no proporciona un apoyo adecuado. Fije firmemente el soporte a la pared con los seis (6) orificios de montaje de 1/4" de diámetro.

IMPORTANTE: Se debe mantener una dimensión de 150 mm (5-7/8") desde la pared hasta la línea central del sifón para un encaje adecuado.

INSTALACIÓN DEL BEBEDERO

- 3) Cuelgue el más fresco en el soporte de suspensión. Ser cierta fijador de suspensión calce correctamente en las ranuras de la parte posterior del enfriador como se muestra en la Figura 1 (Pág. 2).
- 4) Retire los cuatro (4) tornillos que sujetan el panel frontal inferior en la parte inferior de la nevera. Retire el panel frontal tirando hacia abajo y dejar de lado.
- 5) Secure marco más frío a la pared mediante la instalación (2) tornillos y arandelas (no suministrado). (Véase la Fig. 2, pág. 6). Asegúrese de que los tornillos se involucran en un elemento estructural.
- 6) Conectar el suministro de agua al tubo de entrada del filtro.
- 7) Instale el sifón. Retire la tuerca deslizando y la empaquetadura, instálelas en la tubería de desechos del bebedero y asegúrese de que el extremo de la tubería de desechos encaje en el sifón. Monte la tuerca deslizando y la empaquetadura en el sifón y apriete firmemente.

IMPORTANTE: Si es necesario cortar el desagüe, suelte el tornillo en el manguito de caucho negro y retire la tubería; revise si hay fugas después de volver a montar.

BOTELLA DE INSTALACIÓN DE RELLENO

- 8) Retire los dos tornillos (2) de montaje con 5/32 "llave Allen sostiene la botella de relleno a la pared la placa de montaje (Ver figura 4, Pág. 6). Nota No tire los tornillos de montaje, que serán necesarios para asegurar la botella de relleno para montaje en la pared plato.
- 9) Retire la placa de montaje de la pared de la botella de relleno (ver figura 4, pág. 6). Coloque la placa de montaje en la pared contra la pared en la parte superior de la cuenca. Centre el lado de la placa de montaje en pared ponerse del lado de la cuenca. Marcar los seis agujeros (6) de montaje con un lápiz (Ver Fig. 1, pág. 2). Coloque cinta adhesiva sobre el cableado HARNES conexión en la parte superior del refrigerador para evitar que los residuos caigan en la conexión (Ver Fig. 3, pág. 6).
- 10) Retire la placa de montaje en pared de la pared. **NOTA:** La placa de montaje **DEBE** estar apoyada firmemente. Instale un soporte de apoyo auxiliar si la pared no proporciona un apoyo adecuado.
- 11) Instale la placa de montaje en pared con seis (6) orificios de montaje ovalados de 7/16" (no se incluyen los pernos de montaje). (Consulte la Fig. 4, pág. 6). Use los sujetadores adecuados para su tipo de pared.
- 12) Instale la empaquetadura en la parte inferior de la torre de la llenadora de botellas con el soporte de empaquetadura, (2) tornillos. (Consulte las Fig. 5, 6, pág. 7).
- 13) Conecte la línea de agua del refrigerador a 3/8 "John apropiado invitado. Conectar el mazo de cables a la parte superior del refrigerador. (Ver Fig. 8, pág. 8).
- 14) Coloque la botella de relleno en cuatro (4) se engancha en la placa de montaje instalado en la pared. Asegúrese de que la ronda el jefe de la junta encaja en el agujero de la cuenca. (Véase la Fig. 9, pág. 8).
- 15) Retire el filtro de la caja, retire la tapa de protección, inserte firmemente el filtro en el cabezal y gire el filtro hacia la derecha. Asegúrese de que la etiqueta azul se pueda leer cuando el filtro esté instalado. (Figura 14, página 10)
- 16) Abra el suministro de agua e inspeccione si hay fugas. En el bebedero y en la llenadora de botellas. Arregle todas las fugas antes de continuar.
- 17) Una vez que se ha inspeccionado si hay fugas en el bebedero y en la llenadora de botellas y que se han arreglado todas las fugas encontradas, enchufe el bebedero en la pared.
- 18) Vuelva a instalar dos tornillos de montaje de primera etapa (Ver Fig. 4, pág. 6). Precaución, No apriete los tornillos.
- 19) Una vez que se aplica potencia al refrigerador de la luz verde LED se iluminará en la botella de relleno que muestra el buen estado del filtro junto con el contador de la botella de cristal líquido.
- 20) Para verificar el dispensado correcto, coloque una taza, la mano o cualquier objeto opaco delante del área del sensor y verifique que se dispense agua. Nota: Las primeras veces que dispense agua puede haber aire en la tubería, lo que puede provocar que salga a borbotones. Esto se eliminará una vez que se purgue todo el aire de la tubería.
- 21) Una vez que la unidad pase las pruebas, instale el panel inferior de vuelta en los bebederos. Ahora, la unidad está lista para su uso.

Instrucciones para reemplazar filtros

- 1) Retire la cubierta inferior en el enfriador quitando los tornillos (4) (Véase la figura 10, Pág. 8).
- 2) Corte el suministro de agua; dispense agua para aliviar la presión.
- 3) Gire el filtro usado 1/4 de vuelta hacia la izquierda para retirarlo del cabezal del filtro.
- 4) Retire la tapa del filtro nuevo y úsela para sellar el filtro usado.
- 5) Inserte el nuevo filtro en el cabezal del filtro y gírelo completamente hacia la derecha. Asegúrese de poder leer la etiqueta en la parte delantera del filtro una vez que esté instalado. (Consulte la Fig. 14 en la pág. 10).
- 6) Abra el suministro de agua y deje correr un mínimo de ocho litros (dos galones) de agua a través del filtro para purgar el aire y todas las partículas finas de carbono del filtro. Además, deje correr agua a través de la llenadora de botellas

Nota: La luz de estado de la llenadora se restablecerá automáticamente una vez que se instale el filtro nuevo.

Instrucciones para acceso a botón de programación

- 1) Retire (2) tornillos de montaje de cubierta superior de llenado de botella usando una llave Allen de 5/32".
- 2) Deslice el llenador de la botella hasta que los ganchos de la placa posterior desenganche del cuerpo. **Nota:** No desconecte el cableado o plomería.
- 3) Inclíne la unidad hacia delante, el botón de programación se encuentra en la parte superior de la placa de circuito detrás de la pantalla de gráficos.

SUPPORT SUPPORT DE MONTAGE

5.

- 1) Déposer la ferrure de suspension qui est fixée au dos de la fontaine à eau au moyen d'une (1) vis.
- 2) Monter la ferrure de fixation comme représenté à la Fig. 1 (p. 2).

REMARQUE : La ferrure de suspension doit **IMPÉRATIVEMENT** être solidement soutenue. Ajouter un socle d'appareil si le mur n'offre pas un support suffisant.
Ancrer la ferrure solidement dans le mur en utilisant les six (6) trous de fixation de 1/4 po de diamètre.

IMPORTANT : Prévoir un dégagement de 150 mm (5-7/8 po) entre le mur et l'axe central du siphon pour permettre une pose correcte.

INSTALLATION DE LA FONTAINE À EAU FRAÎCHE

- 3) Installez le refroidisseur sur le support de suspension. Être certain support de suspension est engagé correctement dans les fentes sur le refroidisseur de retour comme le montre la figure 1 (p. 2).
- 4) Retirez les quatre (4) vis qui maintiennent le panneau inférieur avant au fond de la glacière. Retirez le panneau avant en tirant vers le bas et mettez de côté.
- 5) Fixez cadre refroidisseur à la paroi par l'installation (2) vis et rondelles (non fourni). (Voir Fig. 2, p. 6). Assurez-vous que les vis se livrent à un élément de structure.
- 6) Branchez l'eau d'alimentation du tube d'entrée du filtre.
- 7) Poser le siphon. Retirez l'écrou de siphon et le joint du siphon et les poser sur la conduite d'écoulement de la fontaine en vérifiant que le bout de la conduite d'écoulement passe dans le siphon. Visser l'écrou avec le joint sur le siphon et serrer fermement.

IMPORTANT : Si l'écoulement doit être coupé, desserrer la vis au niveau du manchon noir en caoutchouc et déposer le tube; vérifier l'étanchéité après le remontage.

SOUTIREUSE INSTALLATION

- 8) Retirer les deux vis (2) de montage avec 5/32 «clé Allen de maintien de remplissage de la bouteille à la plaque murale de montage (Voir Fig.4, p. 6). Remarque ne jetez pas les vis de montage, ils seront nécessaires pour assurer la charge de la bouteille pour montage mural assiette.
- 9) Retirer la plaque murale de montage du flacon de remplissage (voir la figure 4, p. 6). Placez la plaque de montage mural contre le mur au-dessus du bassin. Centrez le côté de la plaque de montage mural à l'autre avec le bassin. Marquez les six trous (6) de montage avec un crayon (voir Fig. 1, p. 2). Placer du ruban adhésif sur le câblage HARNES conection sur le dessus du refroidisseur pour empêcher les débris de tomber dans la connexion (voir Fig. 3, p. 6).
- 10) Retirer la plaque de fixation murale du mur. **REMARQUE** : La plaque de fixation doit **IMPÉRATIVEMENT** être solidement soutenue. Ajouter un socle d'appareil si le mur n'offre pas un support suffisant.
- 11) Monter la plaque de fixation murale au mur en utilisant les six (6) trous de fixation oblongs de 7/16 po (vis de fixation non fournies) (voir Fig. 4, p. 6). Utiliser la visserie qui convient pour le type de mur.
- 12) Poser le joint sur le bas de la tour de remplissage de bouteille avec le support du joint et des vis (2). (voir Fig. 5, 6, p. 7).
- 13) Raccorder la conduite d'eau de refroidisseur à 3/8 «john raccord invité. Branchez le faisceau de câblage en haut de refroidisseur. (Voir Fig. 8, p. 8).
- 14) Lieu bouteille remplissage sur quatre (4) crochets sur la plaque de montage installée sur le mur. Assurez-vous que le patron ronde joint correspond au trou du bassin. (Voir fig. 9, p. 8).
- 15) Sortir le filtre de l'emballage, retirer le capuchon protecteur, attacher le filtre à la tête de filtre en l'enfonçant fermement dans la tête et en le tournant dans le sens des aiguilles d'une montre. Vérifier que l'étiquette bleue peut être lue une fois le filtre installé. (Figure 14, page 10.)
- 16) Ouvrir l'arrivée d'eau et vérifier l'étanchéité du circuit de la fontaine à eau fraîche et de la remplisseuse de bouteille. Réparer toutes les fuites avant de continuer.
- 17) Une fois que l'étanchéité de la fontaine et de la remplisseuse a été vérifiée et que toutes les fuites éventuelles ont été réparées, brancher la fontaine sur la prise électrique.
- 18) Réinstaller deux vis de montage de la première étape (voir Fig. 4, p. 6). Attention, ne pas trop serrer les vis.
- 19) Une fois que la tension est appliquée au refroidisseur le feu vert LED illuminera sur la charge de la bouteille montrant le bon état du filtre avec le LCD Bouteille compteur.
- 20) Pour vérifier le bon fonctionnement de la commande de remplissage, placer un gobelet, la main ou tout objet opaque devant le capteur et s'assurer que l'eau s'écoule.
Remarque : Lors des premiers remplissages, la présence d'air dans la conduite peut produire des crachotements. Cela cesse une fois que tout l'air a été purgé de la conduite.
- 21) Une fois les essais de l'appareil satisfaisants, remonter le panneau inférieur sur la fontaine à eau fraîche. Les appareils sont à présent prêts à l'emploi.

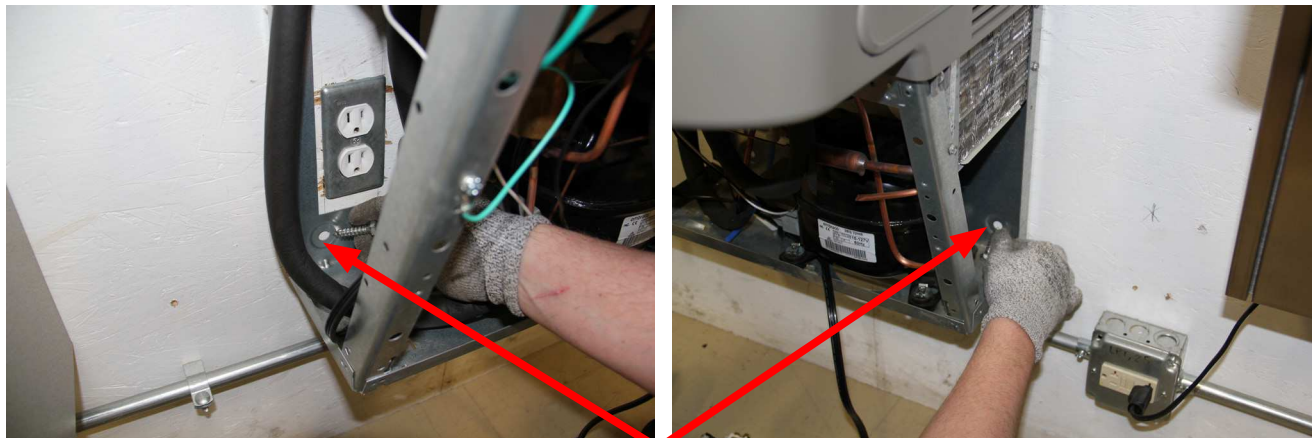
Instructions de changement des filtres

- 1) Retirer le couvercle inférieur sur refroidisseur en enlevant (4) vis (Voir Fig.10, p. 8).
- 2) Fermer l'arrivée d'eau; activer la distribution d'eau pour libérer la pression.
- 3) Tourner le filtre usagé de 1/4 de tour dans le sens inverse des aiguilles d'une montre pour le détacher de la tête de filtre.
- 4) Retirer le capuchon du filtre neuf et l'utiliser pour reboucher le filtre usagé.
- 5) Insérer le filtre neuf dans la tête de filtre existante et le tourner à fond dans le sens des aiguilles d'une montre. Vérifier que l'étiquette est sur l'avant et peut être lue une fois le filtre installé (voir Fig. 14, p. 10).
- 6) Ouvrir l'arrivée d'eau et faire couler un minimum de 8 litres (2 gallons) d'eau à travers le filtre pour purger l'air et les fines particules de carbone du filtre. Laisser aussi l'eau couler à travers la remplisseuse de bouteille.

Remarque : Le voyant d'état du filtre se réinitialise automatiquement lorsqu'un filtre neuf est installé.

Mode d'accès à la touche de programmation

- 1) Supprimer (2) vis de fixation du couvercle supérieur de bouteille de remplissage à l'aide de 5/32" clé Allen.
- 2) Glissez le remplissage de la bouteille jusqu'à ce que les crochets de la plaque arrière se désengagent du corps. **Remarque** : Ne débranchez pas le câblage ou la plomberie.
- 3) Inclinez l'appareil vers l'avant, le bouton de programmation se trouve sur le dessus de la carte de circuit derrière l'affichage de graphiques.

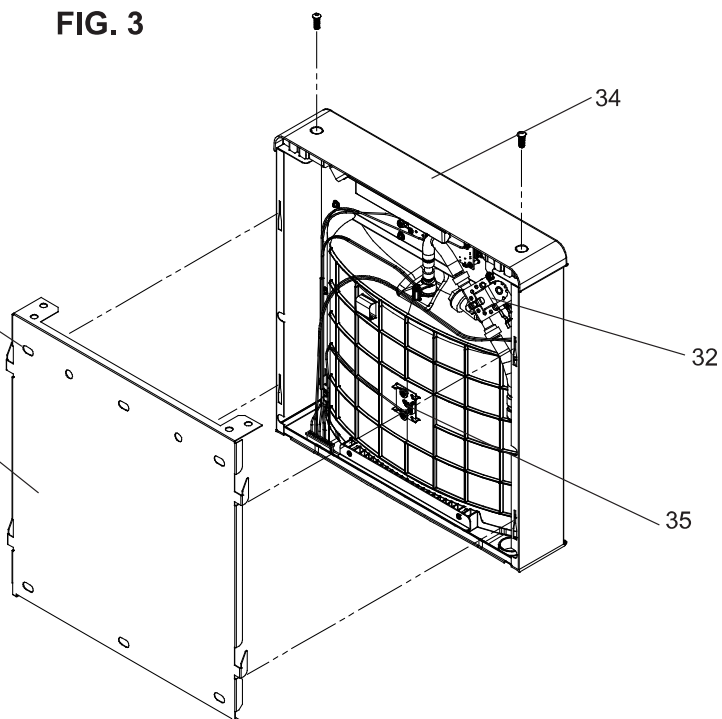


Secure cooler frame to wall by installing (2) screws and washers (not supplied).
 Para fijar la estructura del bebedero a la pared, instale (2) tornillos y arandelas (no se proporcionan).
 Fixer le bâti de la fontaine à eau fraîche au mur à l'aide de deux (2) vis et rondelles (non fournies).

FIG. 2**FIG. 3**

MOUNTING BOLT HOLES (6)
 ORIFICIOS PARA PERNOS DE MONTAJE (6)
 TROUS DE VIS DE FIXATION (6)

WALL MOUNTING PLATE
 PLACA DE MONTAJE DE PARED
 PLAQUE DE FIXATION MURALE



BOTTLE FILLING UNIT
 UNIDAD LLENADORA DE BOTELLAS
 REMPLISSEUSE DE BOUTEILLE

Fig. 4

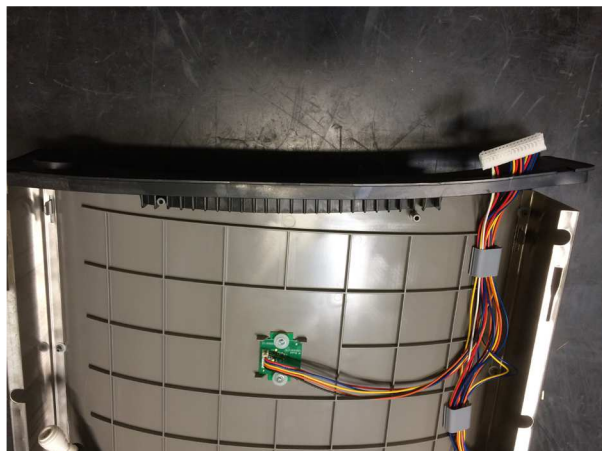


Fig. 5

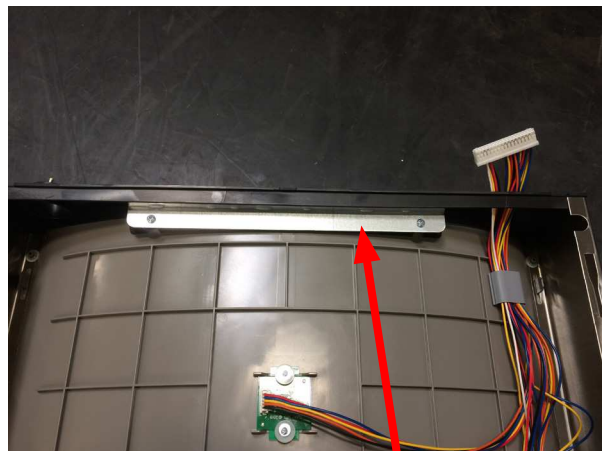
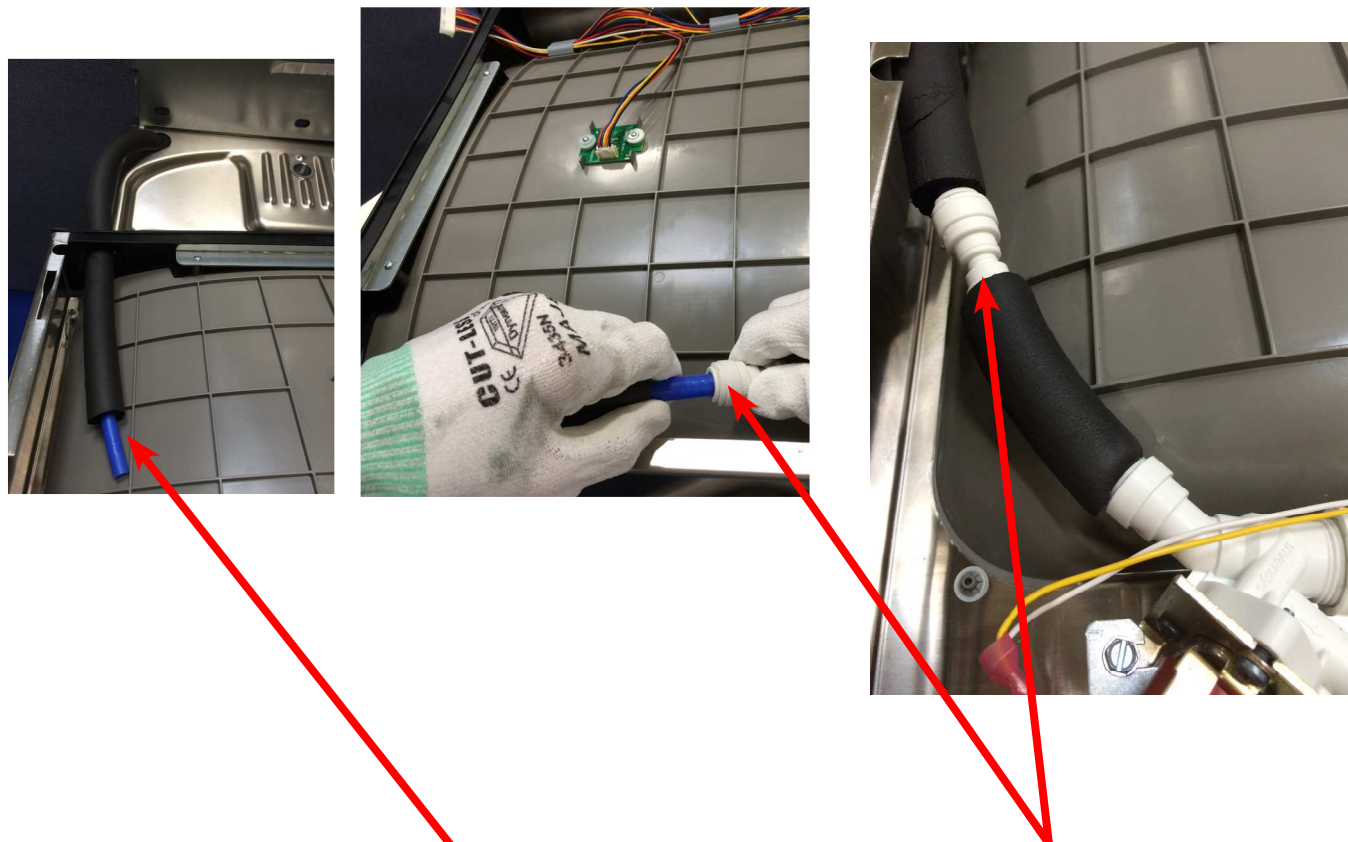


Fig. 6

BRACKET & SCREWS
SOPORTE Y TORNILLOS
SUPPORT ET VIS

BOTTLE FILLER PLUMBING CONNECTIONS
CONEXIONES DE PLOMERÍA DE LA LLENADORA DE BOTELLAS
RACCORDEMENTS DE TUYAUTERIE DE LA REMPLISSEUSE DE BOUTEILLE



Fish 3/8 inch water line up through basin hole and hole in gasket.
Pase la tubería de agua de 3/8" a través del orificio de la tarja y del
orificio en la empaquetadura.
Tirer la conduite d'eau de 3/8 po à travers le trou de la fontaine et
le joint.

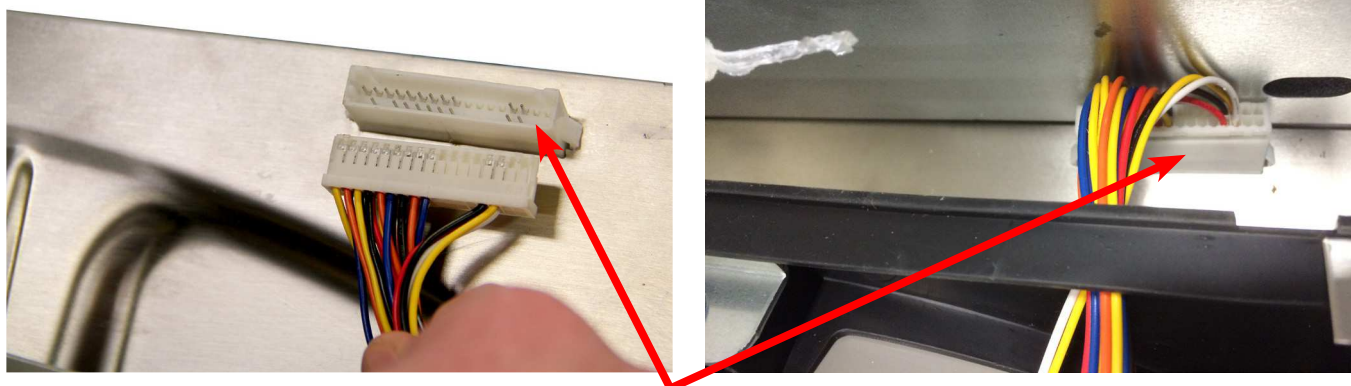
Connect 3/8 inch water line to White Connector.
Conecte la tubería de agua de 3/8" en el conector blanco.
Raccorder la conduite d'eau de 3/8 po au connecteur blanc.

Fig. 7

BOTTLE FILLER ELECTRICAL CONNECTIONS

Conexiones eléctricas de la llenadora de botellas

Raccordements électriques de la remplisseuse de bouteille



Connect wiring harness to the top of Cooler. Ensure all pins line up.

Conecte el haz de cables en la parte superior del bebedero. Asegúrese de que todas las clavijas estén alineadas.

Raccorder le faisceau de câbles au sommet de la fontaine à eau fraîche. Vérifier le bon alignement de toutes broches.

Fig. 8

Make sure round boss in gasket fits in hole of basin.
Asegúrese de que la saliente redonda de la empaquetadura encaje en el orificio de la tarja.
Vérifier que le bossage rond du joint s'engage dans l'orifice de la fontaine.

**Fig. 9****Fig. 10**



Fig. 14

**Reference for Step 5
(Filter label location)**

Referencia para el paso 5 (Ubicación de la etiqueta de filtro)

Référence à l'étape 5 (Emplacement de l'Étiquette filtre)

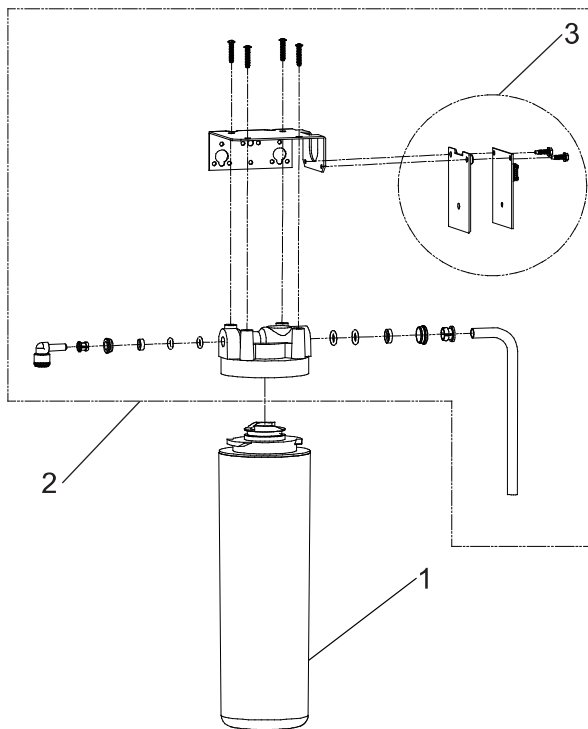


Fig. 15

WATERSENTRY® Filter Detail
Detalle del filtro WATERSENTRY®
Détail du filtre WATERSENTRY®

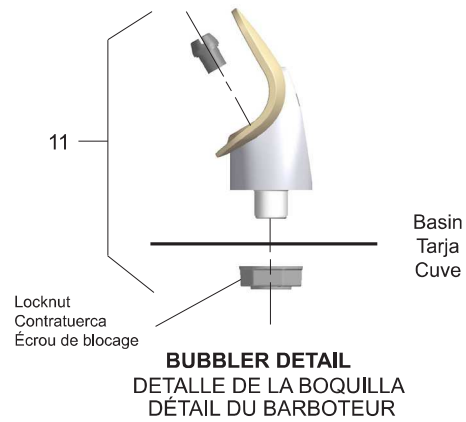


Fig. 16

NOTE:

When installing replacement bubbler and pedestal, tighten nut only to hold parts snug in position. Do Not Overtighten.

NOTA:

Cuando instale la boquilla y el pedestal de repuesto, apriete la tuerca solo para ajustar las piezas en posición. No apriete en exceso.

REMARQUE:

Lors de la pose d'un socle et barboteur de rechange, serrer l'écrou juste assez pour tenir les pièces fermement en place. Ne pas forcer.

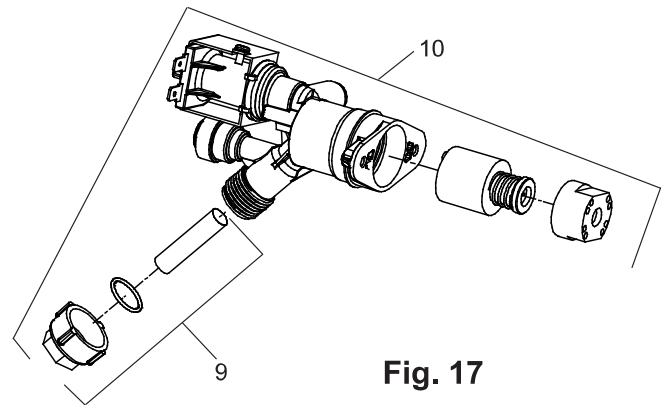


Fig. 17

Cleaning the strainer

To clean the strainer, unscrew the cap of the solenoid valve. Remove screen and rinse thoroughly with water. Insert screen back into solenoid valve and screw cap on. Make sure the o-ring is placed properly.

Limpieza del cedazo

Para limpiar el cedazo, destornille la tapa de la válvula de solenoide. Retire la rejilla y enjuague a fondo con agua. Vuelva a insertar la rejilla en la válvula de solenoide y atornille la tapa. Asegúrese de que la junta tórica esté instalada correctamente.

Nettoyage du filtre à tamis

Pour nettoyer le filtre à tamis, dévisser le capuchon de l'électrovanne. Déposer le tamis et bien le rincer à l'eau. Remettre le tamis en place dans l'électrovanne et revisser le capuchon. Vérifier que le joint torique est en position correcte.

WATERSENTRY® FILTER PARTS LIST (See Fig. 15)			LISTA DE PIEZAS DEL FILTRO WATERSENTRY® (Vea la Fig. 15)		LISTE DES PIÈCES DU FILTRE WATERSENTRY® (voir Fig. 15)	
ITEM NO.	PART NO.	DESCRIPTION	DESCRIPCIÓN		DESCRIPTION	
1	51300C	Filter Assy - 3000 Gal.	Conj. de filtro, 11,350 L (3,000 gal)		Filtre - 11 350 L (3 000 gal)	
2	1000002030	Kit - Filter Head Fittings includes John Guest Fittings & 3/8" Elbow	Kit: Los conectores del cabezal del filtro incluyen conectores John Guest y soporte y tornillos de filtro para codo de 3/8"		Trousse raccords de tête de filtre - comprend raccords John Guest et coude de 3/8 po	
3	1000002443	Filter Bracket/Screws Kit - NFC Board/Cover	Kit: Panel NFC y cubierta		Support de filtre/vis Trousse - Carte NFC/capot	

Service Instructions

Lower and Upper Shroud

To access the refrigeration system and plumbing connections, remove four screws from bottom of cooler to remove the lower shroud. To remove the upper shroud for access to the pushbars, regulator, solenoid valve or other components located in the top of the unit, remove lower shroud, disconnect drain, remove four screws from tabs along lower edge of upper shroud, unplug two wires and water tube.

Bubbler

To remove the bubbler, first disconnect the power supply. The underside of the bubbler can be reached through the access panel on the underside of the upper shroud. Remove the access panel by removing the retaining screw. To remove the bubbler, loosen locknut from the underside of the bubbler and remove the tubing from the quick connect fitting per the Operation Of Quick Connect Fittings section in the General Instructions. After servicing, replace the access panel and retaining screw.

Switches Behind the Push Bar

The regulator in an EZ cooler is always held fully open by the use of a single regulator nut (See Fig. 17, Pg 10). Water is not dispensed until the pushbar is depressed to activate a switch which then opens a solenoid valve.

Single bar units will have the same wiring as side push bar units but will not have the extra leads attached to sidebars.

To remove sidebars, from the inside compress the flared tabs and pull out carefully. To reinstall side pushbars, the front of the pushbar is inserted first. While keeping the switch depressed, snap the rear of the pushbar into position.

Instrucciones de mantenimiento

Recubrimiento inferior y superior

Para acceder al sistema de refrigeración y a las conexiones de plomería, retire los cuatro tornillos de la parte inferior del bebedero para retirar el recubrimiento inferior. Para retirar el recubrimiento superior y acceder a las barras de empuje, al regulador, a la válvula de solenoide o a otros componentes ubicados en la parte superior de la unidad, retire el recubrimiento inferior, desconecte el desagüe, retire los cuatro tornillos de las lengüetas a lo largo del borde inferior del recubrimiento superior, desconecte los dos cables y la tubería de agua.

Boquilla

Para retirar la boquilla, primero desconecte el suministro de energía. Se puede alcanzar la parte inferior de la boquilla a través del panel de acceso en el lado inferior del recubrimiento superior. Para retirar el panel de acceso, retire el tornillo de retención. Para retirar la boquilla, suelte la contratuercas de la parte inferior de la boquilla y retire la tubería del conector de conexión rápida de acuerdo con la sección Funcionamiento de los conectores de conexión rápida en las instrucciones generales. Después de realizar mantenimiento, vuelva a colocar el panel de acceso y el tornillo de retención.

Interruptores detrás de la barra de empuje

El regulador de un bebedero EZ se mantiene siempre completamente abierto mediante el uso de una tuerca reguladora simple (consulte la Fig. 17, pág. 10). El agua no se dispensa hasta que se presiona la barra de empuje para activar un interruptor, el cual luego abre una válvula de solenoide.

Las unidades de una sola barra tienen el mismo cableado que las unidades con barra de empuje lateral, pero no tienen los conductores adicionales conectados a las barras laterales.

Para retirar las barras laterales, desde el interior comprima las lengüetas acampanadas y sáquelas con cuidado. Para volver a instalar las barras de empuje laterales, primero se inserta la parte delantera de la barra de empuje. Mientras mantiene el interruptor presionado, encaje la parte posterior de la barra de empuje en su posición.

Instructions d'entretien

Carénage supérieur et inférieur

Pour accéder au système de réfrigération et aux raccordements de tuyauterie, retirer les quatre vis du dessous de la fontaine à eau fraîche pour déposer le carénage inférieur. Pour déposer le carénage supérieur et accéder aux poussoirs, au régulateur, à l'électrovanne et aux autres composants installés dans la partie haute de l'appareil, déposer le carénage inférieur, débrancher l'écoulement de vidange, retirer les quatre vis des pattes le long du rebord inférieur du carénage supérieur, débrancher les deux fils et le tube à eau.

Barboteur

Pour déposer le barboteur, débrancher d'abord l'alimentation électrique. Le dessous du barboteur est accessible par le panneau d'accès situé sur le dessous du carénage supérieur. Retirer la vis de fixation pour déposer le panneau d'accès. Pour déposer le barboteur, desserrer l'écrou de blocage du dessous du barboteur et retirer le tube du raccord rapide conformément aux instructions de la section Fonctionnement des raccords rapides dans les instructions générales. Après l'intervention, remonter le panneau d'accès et la vis de fixation.

Interrupteurs derrière le poussoir

Le régulateur dans une fontaine à eau fraîche EZ est toujours maintenu complètement ouvert au moyen d'un écrou de régulateur unique (voir Fig. 17, p. 10). L'eau s'écoule lorsque le poussoir est enfoncé pour actionner un interrupteur qui commande alors l'ouverture d'une électrovanne.

Les modèles à poussoir unique comportent le même câblage que les modèles à poussoirs latéraux mais sans les fils supplémentaires raccordés aux poussoirs latéraux.

Pour déposer les poussoirs latéraux, comprimer les pattes évasées depuis l'intérieur et extraire avec précaution. Pour remonter les poussoirs latéraux, remettre d'abord le poussoir frontal en place. Tout en maintenant l'interrupteur enfoncé, encliqueter le poussoir latéral en place.

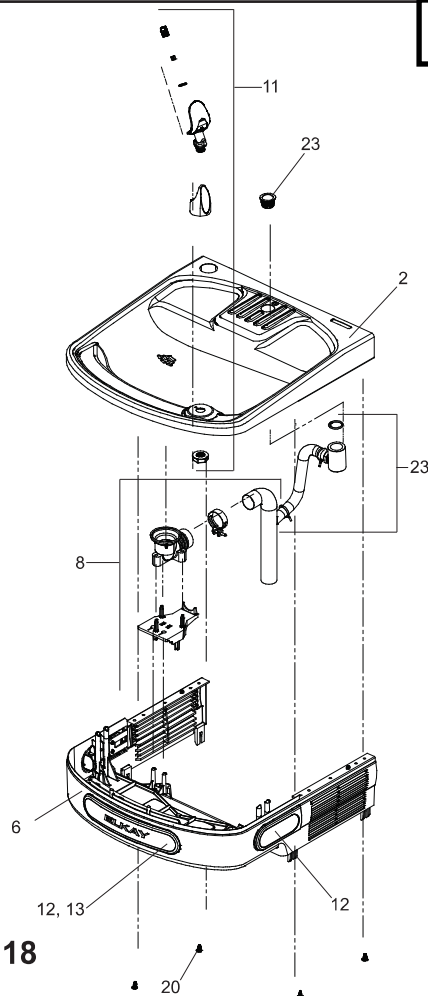


Fig. 18

Cleaning

Stainless Steel

- General cleaning: use an ordinary mild detergent and soft cloth, rinse and towel dry.
- Steel soap pads should never be used; particles can adhere to a stainless steel basin surface and will eventually rust.
- Light scratches are normal for stainless steel basins; over time they will blend into the uniform finish pattern.

Plastic Components

- General cleaning: use an ordinary mild detergent and soft cloth, rinse and towel dry.
- Wiping the surface clean to remove debris or build up will not hurt the antimicrobial properties.

Limpieza

Acero inoxidable

- Limpieza general: Use un detergente común suave y un paño suave, enjuague y seque con una toalla.
- Nunca se deben usar almohadillas de acero con jabón; las partículas se pueden adherir a la superficie de acero inoxidable de la tarja y finalmente se oxidarán.
- Las rayas ligeras son normales en las tarjas de acero inoxidable; con el tiempo, se mezclarán en un patrón de acabado uniforme.

Componentes de plástico

- Limpieza general: Use un detergente común suave y un paño suave, enjuague y seque con una toalla.
- Limpiar la superficie con un paño para retirar desechos o acumulaciones no afectará las propiedades antimicrobianas.

Nettoyage

Acier inoxydable

- Nettoyage général : utiliser un détergent doux ordinaire et un chiffon doux, rincer et sécher avec une serviette.
- Ne jamais utiliser de tampon savonneux en laine d'acier; des particules peuvent adhérer à la surface de la cuve en acier inoxydable et rouiller avec le temps.
- Les rayures légères sont normales sur les cuves en acier inoxydable ; avec le temps, elles finiront par former un motif de finition uniforme.

Pièces en plastique

- Nettoyage général : utiliser un détergent doux ordinaire et un chiffon doux, rincer et sécher avec une serviette.
- Le fait d'essuyer la surface pour éliminer les saletés ou les dépôts n'altère pas les propriétés antimicrobiennes.

5.

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Programming Instruction

Depress button for 3 seconds to activate main menu - release									
Cycles through main menu items 2 seconds each for 3 cycles then exits menu unless selected.									
Cycles through sub menu items 2 seconds each for 3 cycles then returns to main menu unless selected.									
Selections are saved and exits menu when idle for 10 seconds									
Top Level Menu	Action	Sub Menu 1	Action	Sub Menu/Action	Action	Sub Menu/Action	Action	Notes	End Action
Set Day/Time	Momentary								Drops to next level menu when selected
		Day (Sunday - Saturday)	Momentary					Flash days of week on display waiting for signal of selection, 3 cycles through days and display goes back to default.	Drops to next level menu when selected
		Hour (12 Hour)	Momentary					Scroll hours from 1-12, 3 cycles through hours and display goes back to default.	Drops to next level menu when selected
		Minute (0-60 in 5min increments)	Momentary					Scroll minutes from 0-60 in 5 minute increments, 3 cycles through minutes and display goes back to default.	Drops to next level menu when selected
		AM/PM	Momentary					Scroll AM and PM, 3 cycles through AM/PM and display goes back to default.	Returns to main menu
Filter Unit?	Momentary								
		No	Momentary	Turn off filter status and errors				No filter unit - LED board not used - Graphics Display does not show status - Error codes related to filter turned off.	Returns to main menu
Refrigeration Unit?		Yes	Momentary	Turn on filter status and errors				Filter unit has default config on - default config has read/write to filter, LED or Graphics stat display, filter error capability.	Returns to main menu
		No	Momentary	Turn off all refrigeration controls				Refrigeration off	Returns to main menu
Flow Rate?		Yes	Momentary	Set unit to operate as refrigerated unit				Refrigeration on	Returns to main menu
Water Temperature		High	Momentary	Set Water Rate 1.5 Gall/Min				Set water rate setting to 1.5gall/min.	Returns to main menu
		Low	Momentary	Set Water Rate 1.1 Gall/Min				Set water rate setting to 1.1gall/min.	Returns to main menu
		Cold	Momentary	Set to "Cold" Temperature				Approx 58° F	Returns to main menu
		Colder	Momentary	Set to Default Temperature				Approx 54° F	Returns to main menu
Backlight Setting		Coldest	Momentary	Set to defined "Coldest" Temperature				Approx 50° F	Returns to main menu
			Momentary					Backlight settings are: 1=25%, 2=50%, 3=75% and 4=100%	
		Set Backlight/Alcove light in idle mode							
					Momentary				Returns to main menu
Energy Save Mode									
		Off	Momentary	Default operation				Unit runs with control board controlled refrigeration on always.	Returns to main menu
		On	Momentary	Set Energy Save Schedule				Unit refrigeration is shut off based on schedule.	Drops to next level menu when selected
								Weekdays (Monday - Friday) schedule settings	Drops to next level menu when selected
							Momentary	Select Time on	Drops to next level menu when selected
							Momentary	Select Time off	Drops to next level menu when selected
								24 Hours - 1-12AM and 1-12 PM	Drops to next level menu when selected
View Error Codes								Weekend (Saturday and Sunday) scheduled settings.	Drops to next level menu when selected
								24 Hours - 1-12AM and 1-12 PM	Drops to next level menu when selected
								24 Hours - 1-12AM and 1-12 PM	Drops to next level menu when selected
								2 seconds each / 3 cycles through codes	Returns to main menu
Error Codes		Flashes Error Codes							
		Are you sure?	Momentary	Yes - Clear error modes				Clears all error codes in control board memory.	Exit Menu

5.

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Instrucción de programación

ENLZS8WS_1F

Presione el botón durante 3 segundos para activar el menú principal; suelte.									
Alternar a través de los elementos del menú principal por 2 segundos cada uno durante 3 ciclos, luego sale del menú a menos que se seleccione alguno.									
Alternar a través de los elementos del submenú principal por 2 segundos cada uno durante 3 ciclos, luego vuelve al menú principal a menos que se seleccione alguno.									
Las selecciones se guardan y se sale del menú cuando está inactivo durante 10 segundos.									
Menú de nivel superior	Acción	Submenú 1	Acción	Submenú/Acción	Acción	Submenú/Acción	Acción	Submenú/Acción	Acción final
Set Day/Time (Ajustar día y hora)	Momentánea								Pasa al menú del nivel siguiente cuando se seleccione
		Día (sábado - domingo)	Momentánea						Pasa al menú del nivel siguiente cuando se seleccione
		Hora (12 horas)	Momentánea						Pasa al menú del nivel siguiente cuando se seleccione
		Minuto (0 a 60 en incrementos de 5 min)	Momentánea						Pasa al menú del nivel siguiente cuando se seleccione
Filter Unit? (¿Unidad de filtro?)		AM/PM	Momentánea						Regresa al menú principal
	Momentánea	No	Momentánea	Apagar el estado y los errores del filtro					Regresa al menú principal
		Yes (Si)	Momentánea	Encender el estado y los errores del filtro					Regresa al menú principal
		No	Momentánea	Apagar todos los controles de refrigeración					Regresa al menú principal
Refrigeration Unit? (¿Unidad de refrigeración?)		Yes (Si)	Momentánea	Ajustar la unidad para que funcione como unidad refrigerada					Regresa al menú principal
		No	Momentánea						Regresa al menú principal
		High (Alto)	Momentánea	Ajustar el caudal en 5.7 l/min (1.5 gal/min)					Regresa al menú principal
		Low (Bajo)	Momentánea	Ajustar el caudal en 4.2 l/min (1.1 gal/min)					Regresa al menú principal
Water Temperature (¿Temperatura del agua)	Momentánea	Cold (Fría)	Momentánea	Ajustar a "Fria"					Regresa al menú principal
		Colder (Más fría)	Momentánea	Ajustar a la temperatura predeterminada					Regresa al menú principal
		Coldest (La más fría)	Momentánea	Ajustar a la temperatura definida como "La más fría"					Regresa al menú principal
	Momentánea	Ajustar la luz de fondo/ Luz de cavidad en modo inactivo	Momentánea						Regresa al menú principal
Backlight Setting (Ajuste la luz de fondo)				1 (= 25 %)	Momentánea				Regresa al menú principal
				2 (= 50 %)	Momentánea				Regresa al menú principal
				3 (= 75 %)	Momentánea				Regresa al menú principal
				4 (= 100 %)	Momentánea				Regresa al menú principal
Energy Mode (Modo de ahorro de energía)	Momentánea	Off (Apagado)	Momentánea	Funcionamiento predeterminado					Regresa al menú principal
		On (Encendida)	Momentánea	Ajustar el programa de ahorro de energía					Pasa al menú del nivel siguiente cuando se seleccione
									Pasa al menú del nivel siguiente cuando se seleccione
									Pasa al menú del nivel siguiente cuando se seleccione
View Erros (Ver códigos de error)									Pasa al menú del nivel siguiente cuando se seleccione
									Pasa al menú del nivel siguiente cuando se seleccione
									Pasa al menú del nivel siguiente cuando se seleccione
									Pasa al menú del nivel siguiente cuando se seleccione
View Codes (Ver códigos de error)	Momentánea	Parpadeo de los códigos de error	Momentánea						Regresa al menú principal
		Ara you sure? (¿Está seguro?)	Momentánea	Yes (Si); borrar los modos de error					Regresa al menú principal
									Regresa al menú principal
									Regresa al menú principal
Borra todos los códigos de error en la memoria del panel de control.									Salir del menú
5.									

Instructions de programmation

ENLZS8WS_1F

Enfoncer le bouton pendant 3 secondes pour activer le menu principal - relâcher									
Les options du menu principal défilent durant 2 secondes chacune pendant 3 cycles complets puis le système quitte le menu si aucune option n'est sélectionnée.									
Les options du sous-menu défilent durant 2 secondes chacune pendant 3 cycles complets puis le système revient au menu principal si aucune option n'est sélectionnée.									
Le système enregistre les sélections puis quitte le menu au bout de 10 secondes d'inactivité.									
Menu principal	Action	Sous-menu 1	Action	Sous-menu/Action	Action	Sous-menu/Action	Action	Sous-menu/Action	Remarques
Set Day/Time (Régler jour/heure)	Momentanée								Action finale
		Jour (dimanche à samedi)	Momentanée						Descend au niveau de menu suivant si sélectionné
		Heure (12 heures)	Momentanée						Descend au niveau de menu suivant si sélectionné
		Minutes (0 à 60 par incréments de 5 min)	Momentanée						Descend au niveau de menu suivant si sélectionné
		AM/PM	Momentanée						Descend au niveau de menu suivant si sélectionné
Filter Unit? (Filtre?)	Momentanée								Retour au menu principal
		No (Non)	Momentanée	Désactive l'état et les erreurs de filtre					Pas de filtre - Circuit de voyant non utilisé - L'affichage graphique n'indique pas l'état - Codes d'erreur concernant le filtre désactivés.
		Yes (Oui)	Momentanée	Active l'état et les erreurs de filtre					Configuration par défaut du filtre activée - Lecture/écriture vers filtre, voyant ou affichage graphique, capacité d'erreur de filtre.
		No (Non)	Momentanée	Désactive tous les commandes de réfrigération					Retour au menu principal
		Yes (Oui)	Momentanée	Configuré pour fonctionner en tant qu'appareil réfrigère					La réfrigération est désactivée
Refrigeration Unit? (Réfrigération?)									Retour au menu principal
									La réfrigération est activée
Flow Rate? (Débit?)									
Water Temperature (Température de l'eau)									
Backlight Setting (Rétroéclairage)									
Energy Save Mode (Mode d'économie d'énergie)									
View Error Codes (Afficher les codes d'erreur)									
Clear Error Codes (Effacer les codes)									

5.

Enhanced EZH2O Error Codes

5.

Error Code	Error Description	Corrective Action
E001	Evaporator Thermistor Open Circuit	- Verify cable connector is plugged into control board (10 pin connector on harness # 0000001225) - If error repeats, contact certified service professional
E002	Evaporator Thermistor Short Circuit	- Check for excessive moisture on control board around 10 pin connector on harness # 0000001225 - If error repeats, contact certified service professional
E003	Evaporator Low Temperature	- Unplug unit for at least 30 seconds and restart - Monitor compressor for run-on condition - If error repeats, contact certified service professional
E004	Condenser Thermistor Open Circuit	- Verify cable connector is plugged into control board (10 pin connector on harness # 0000001225) - If error repeats, contact certified service professional
E005	Condenser Thermistor Short Circuit	- Check for excessive moisture on control board around 10 pin connector on harness # 0000001225 - If error repeats, contact certified service professional
E006	Condenser Over Temperature	- Clean condenser if needed - Check for proper fan operation (powers on, not obstructed, etc.) - Contact certified service professional
E007	Not Used	
E008	Not Used	
E009	Too Many Compressor Cycles	Contact certified service professional
E010	Not Used	
E011	Evaporator not cooling/Thermistor not measuring	Contact certified service professional
E012	Bottle filler area obstructed	- Clean lens on IR sensor - Unplug unit for at least 30 seconds and restart - If error repeats, replace IR sensor with 1000002434 KIT - IR SENSOR
E013	Missing or Incompatible Filter	- Check that filter is installed correctly (label facing forward, white tag facing back) - Unplug unit for at least 30 seconds and restart - Replace filter - Replace filter head assembly with repair kit - 1000002030 KIT - FILTER HEAD-BRKT-FTGS - If error repeats, contact certified service professional
E014	Missing NFC Board	- Unplug unit for at least 30 seconds and restart - Verify cable connector is plugged into NFC board on filter head assembly - Verify cable connector is plugged into control board (10 pin connector on harness # 0000001225) - Replace filter head assembly with repair kit - 1000002030 KIT - FILTER HEAD-BRKT-FTGS - If error repeats, contact certified service professional
E015	Missing LED Board	- Verify cable connector is plugged into LED board in the bottle filler tower assembly - Verify cable connector is fully plugged into the basin from the tower assembly. - Verify cable connector is plugged into control board (18 pin connector on harness # 1000001608) - Replace LED filter status board with repair kit - 1000002436 KIT - ALPHA NUMERIC LED BOARD - Replace tower cable harness – 1000001609 HARNESS-BASIN FEED TO BF - Replace fountain cable harness – 1000001608 HARNESS-CNTRL BOARD TO BASIN FEED

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Códigos de Error EZH2O mejorada

5.

Código de error	Descripción del error	Action corrective
E001	Circuito abierto del termistor de evaporador	- Verificar el conector del cable está enchufado en el tablero de control (10 conector perno arnés 0000001225 #) - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E002	Evaporador de termistor corto circuitot	- Compruebe la humedad excesiva en el tablero de control alrededor de 10 conector perno arnés 0000001225 # - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E003	Evaporador baja temperatura	- Desconecte la unidad durante al menos 30 segundos y reinicia - Compresor de monitor para la condición de funcionamiento - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E004	Circuito abierto de termistor condensador	- Verificar el conector del cable está enchufado en el tablero de control (10 conector perno arnés 0000001225 #) - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E005	Condensador de termistor corto circuito	- Compruebe la humedad excesiva en el tablero de control alrededor de 10 conector perno arnés 0000001225 # - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E006	Condensador superior a la temperatura	- Condensador limpieza si es necesario - Verificar el funcionamiento del ventilador adecuado (poderes sobre, no obstruido, etc.) - Comuníquese con servicio certificado profesional
E007	No se usa	
E008	No se usa	
E009	Muchos ciclos de compresor	Comuníquese con servicio certificado profesional
E010	No se usa	
E011	Evaporador de refrigeración/termistor no medir la	Comuníquese con servicio certificado profesional
E012	Área de llenado de botella obstruido	- Limpia lente de sensor IR - Desconecte la unidad durante al menos 30 segundos y restar - Si el error se repite, cambie sensor IR con KIT 1000002434 - SENSOR IR
E013	Filtro que falta o Incompatible	- Compruebe que el filtro está instalado correctamente (etiqueta de frente, blanco de la etiqueta hacia atrás) - Desconecte la unidad durante al menos 30 segundos y reinicia - Reemplace el filtro - Reemplace el cabezal de filtro con kit de reparación - KIT 1000002030 - filtro-accesorios de cabeza soporte - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E014	Falta de NFC de jabalí	- Desconecte la unidad durante al menos 30 segundos y reinicia - Verificar el conector del cable está enchufado en el tablero de NFC en el cabezal del filtro - Verificar el conector del cable está enchufado en el tablero de control (10 conector perno arnés 0000001225 #) - Reemplace el cabezal de filtro con kit de reparación - KIT 1000002030 - filtro-accesorios de cabeza soporte - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E015	Falta tablero LED	- Verificar el conector del cable está enchufado en el tablero del LED en el montaje de la torre de botella relleno - Verificar el conector del cable está enchufado completamente en la cuenca del montaje de la torre. - Verificar el conector del cable está enchufado en el tablero de control (pines 18 arnés # 1000001608) - Reemplazar filtro estado tablero de LED con repair kit - KIT 1000002436 - alfa numérico LED Junta - Reemplazar cables de torre-1000001609 cuenca de arnés de alimentación a BF - Reemplazar cables fuente – 1000001608 arnés de CONTROL junta a Cuenca alimentación

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Codes d'erreur EZH2O renforcée

5.

Code d'erreur	Description de l'erreur	Action corrective
E001	Évaporateur thermistance Circuit ouvert	- Vérifiez le connecteur du câble est bien branché de contrôle des stupéfiants (10 broches sur harnais # 0000001225) - Si l'erreur se répète, contact service professionnel certifié
E002	Évaporateur thermistance Court Circuit	- Recherchez une humidité excessive sur le contrôle des stupéfiants d'environ 10 broches sur harnais # 0000001225 - Si l'erreur se répète, contact service professionnel certifié
E003	Faible température de l'évaporateur	- Débrancher l'appareil pendant au moins 30 secondes puis redémarrez - Compresseur de moniteur pour exécuter-sur condition - Si l'erreur se répète, contact service professionnel certifié
E004	Circuit ouvert thermistance de condenseur	- Vérifiez le connecteur du câble est bien branché de contrôle des stupéfiants (10 broches sur harnais # 0000001225) - Si l'erreur se répète, contact service professionnel certifié
E005	Condensateur Thermistance Court Circuit	- Recherchez une humidité excessive sur le contrôle des stupéfiants d'environ 10 broches sur harnais # 0000001225 - Si l'erreur se répète, contact service professionnel certifié
E006	Condensateur au-dessus de la température	- Condensateur nettoyer si nécessaire - Vérifier le fonctionnement correct fan (pouvoirs sur, pas obstrué, etc.) - Contactez le professionnel de services certifiés
E007	Non utilisé	
E008	Non utilisé	
E009	Trop de Cycles de compresseur	Contactez le professionnel de services certifiés
E010	Non utilisé	
E011	Évaporateur de refroidissement/Thermistor non ne pas mesurer	Contactez le professionnel de services certifiés
E012	Área de llenado de botella obstruido	- Lentille propre sur capteur IR - Desconecte la unidad durante al menos 30 segundos y restar - Si l'erreur se répète, remplacer le capteur IR avec KIT 1000002434 - capteur IR
E013	Filtre manquant ou Incompatible	- Vérifiez que le filtre est installé correctement (étiquette vers l'avant, blanc tag face arrière) - Débrancher l'appareil pendant au moins 30 secondes puis redémarrez - Remplacer filtre - Remplacer la tête de filtre avec kit de réparation - 1000002030 - filtre tête-support-accessoires - Si l'erreur se répète, contact service professionnel certifié
E014	Manque de sanglier NFC	- Débrancher l'appareil pendant au moins 30 secondes puis redémarrez - Vérifiez le connecteur du câble est bien branché Conseil NFC sur la tête de filtre - Vérifiez le connecteur du câble est bien branché de contrôle des stupéfiants (10 broches sur harnais # 0000001225) - Remplacer la tête de filtre avec kit de réparation - 1000002030 - filtre tête-support-accessoires - Si l'erreur se répète, contact service professionnel certifié
E015	Manque de LED Board	- Verify cable connector is plugged into LED board in the bottle filler tower assembly - Vérifiez le connecteur du câble est bien branché LED board à l'Assemblée de tour de remplissage de bouteille. - Vérifiez le connecteur du câble est bien branché de contrôle des stupéfiants (18 broches sur harnais # 1000001608)) - Remplacer filtre statut platine des LED avec réparation kit - KIT de 1000002436 - ALPHA numérique LED BOARD - Remplacer le faisceau de câbles tour – 1000001609 harnais-bassin d'alimentation de BF - Remplacer le faisceau de câbles de fontaine – 1000001608 harnais-contrôle Conseil de bassin de nourrir

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Pictured is unit only without bottle filler.

En la ilustración solo se muestra la unidad sin la llenadora de botellas.

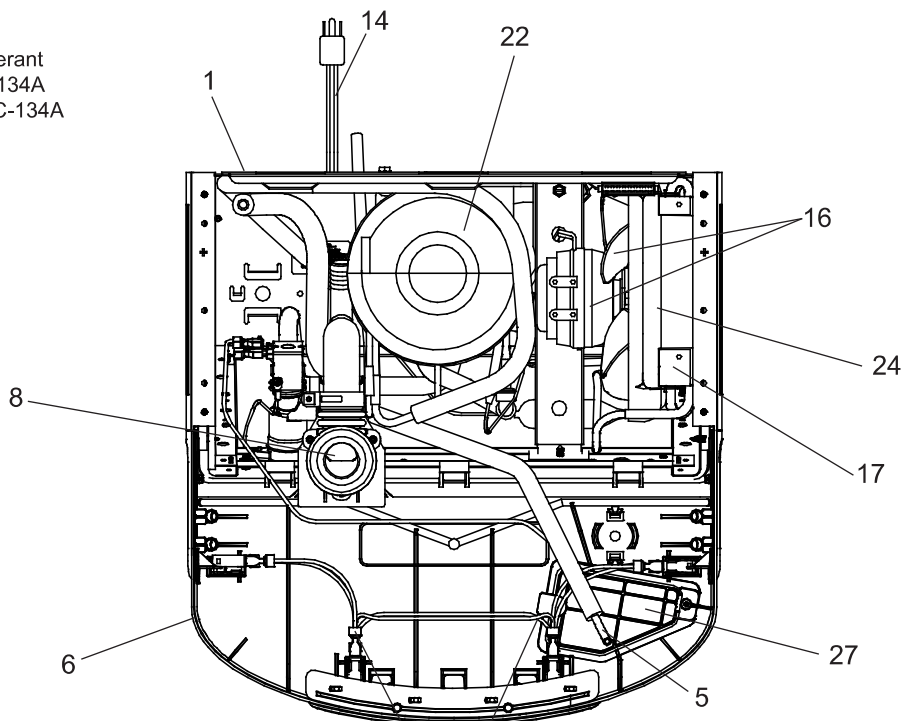
Appareil illustré seul sans remplisseuse de bouteille.

Note: Danger! Electrical shock hazard. Disconnect power before servicing unit.

Nota: peligro! Peligro de descarga eléctrica. Desconecte antes de reparar la unidad

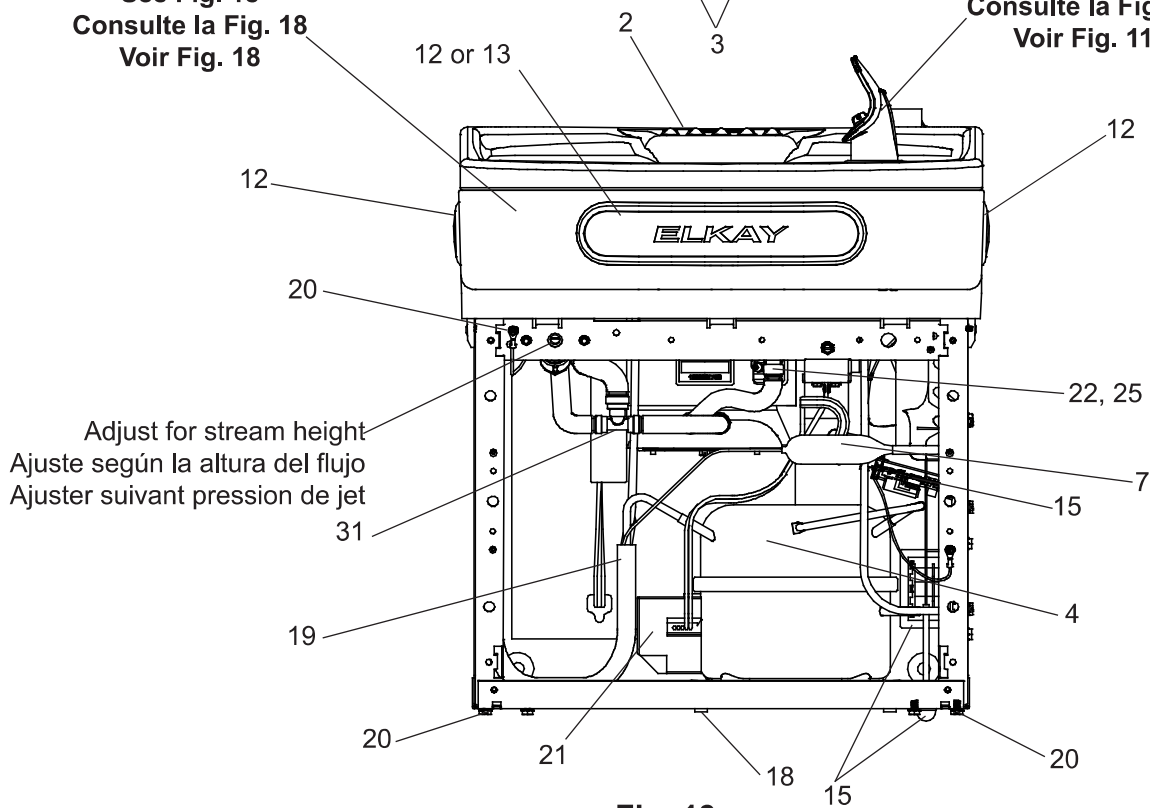
Remarque : Danger ! Risque de choc électrique. Débrancher avant de réparer l'appareil..

Uses HFC-134A refrigerant
Usa refrigerante HFC-134A
Utilise du réfrigérant HFC-134A



See Fig. 18
Consulte la Fig. 18
Voir Fig. 18

See Fig. 11
Consulte la Fig. 11
Voir Fig. 11



Adjust for stream height
Ajuste según la altura del flujo
Ajuster suivant pression de jet

Fig. 19

115V PARTS LIST / LISTA DE PIEZAS DE 115 V / LISTE DES PIÈCES 115 V

5.

ITEM NO.	PART NO.	DESCRIPTION	DESCRIPCIÓN	DESCRIPTION
1	28401C	Hanger Bracket	Soporte colgante	Ferrure de suspension
2	0000001337	Basin - Stainless Steel	Tarja: Acero inoxidable	Cuve - Acier inoxydable
3	36216C	Wiring - Front/Side Push Bar	Cableado: Barra de empuje delantera y lateral	Câblage - Pousoir frontal/lateral
*4	36322C	Compr - Service Pak 115V EMIS70HHR	Compresor: Paquete de servicio de 115 V EMIS70HHR	Compr - Ens. service 115 V EMIS70HHR
5	56092C	Tube - Poly (Cut To Length)	Tubería: Polietileno (corte a la longitud necesaria)	Tube - Poly (couper à la longueur)
6	56229C	Assy - Shroud - Upper (Front Side Push)	Conjunto; recubrimiento; superior (Empuje delantero y lateral)	Carénage supérieur (poussoir frontal/lateral)
7	66703C	Drier	Secador	Déshydrateur
8	1000001877	Kit - Drain Replacement (Bottle Filler) (Bracket, Tube, Fitting, Clamp)	Kit: Repuesto de desagüe (Llenadora de botellas) (Soporte, tubería, conector y abrazadera)	Trousse - Écoulement rechge (rempl. bouteille) (support, tube, raccord, collier de serrage)
9	98169C	Kit - Replacement Cap/Screen/O-Ring	Kit: Repuesto de tapa, rejilla y junta tórica	Trousse - Capuchon/tamis/joint torique rechge
10	1000002435	Kit - Solenoid Valve/Regulator Assy 24V	Kit: Conjunto de válvula de solenoide y de regulador de 24 V	Trousse - Ens. électrovanne/régulateur 24 V
11	92715C	Kit - Flexi Bubbler/O-Ring/Nut	Kit: Flexi Bubbler, junta tórica y tuerca	Trousse - Flexi Bubbler/joint torique/écrou
12	98734C	Kit - Pushbar (Front/Side) EZS TL	Kit: Barra de empuje (Delantera y lateral) EZS TL	Trousse - Pousoir (frontal/lateral) EZS TL
13	1000001600	Kit - Pushbar (Front Only)	Kit: Barra de empuje (Solo delantera)	Trousse - Pousoir (frontal seulement)
14	1000002442	Kit - Power Cord/Strain Relief Bushing	Kit: Cable de alimentación y casquillo de alivio de tensión	Trousse - Cordon alim./douille serre-câble
15	1000002437	Kit - Transformer/Board/Bracket	Kit: Transformador, panel y soporte	Trousse - Transformateur/carte/support
16	1000002439	Kit - Fan Motor/Blade/Screws/Nut	Kit: Motor del ventilador, aspa, tornillos y tuerca	Trousse - Moteur de ventilateur/pales/vis/écrou
17	1000002456	Kit - Condenser/Drier/Wire Ties	Kit: Condensador/secador/lazos de alambre	Trousse - Statiques/sécheur/Colliers
18	98777C	Kit - Compr Mtg Hdwe/Grommets/Clips/Studs	Kit: Piezas metálicas de montaje del compresor, arandelas, sujetadores y remaches	Trousse - Visserie fix. compr./œillets/clips/goujons
19	98778C	Kit - Heatx/Drier	Kit: Intercambiador de calor y secador	Trousse - Échangeur chaleur/déshydrateur
20	98898C	Kit - Hardware	Kit: Piezas metálicas	Trousse - Visserie
21	0000000238	Kit - Elect/Relay/Overload/Cover	Kit: Eléctrico, relé, sobrecarga y cubierta	Trousse - Élect./relais/antisurcharge/capot
22	1000002438	Kit - Evap. Replacement	Kit: Repuesto de evaporador	Trousse - Évaporateur de rechange
23	1000001812	Kit - Bottle Filler Drain	Kit: Desagüe de la llenadora de botellas	Trousse - Écoulement remplisseuse de bouteille
24	56237C	Shroud	Recubrimiento	Carénage
25	1000001602	Kit - 75583C Elbow 5/16" x 1/4" (3 Pack)	Kit: 75583C Codo 5/16" x 1/4" (Paquete de 3)	Trousse - 75583C Coude 5/16 po x 1/4 po (paq. 3)
26	1000001610	Wiring Harness - 24V to Control Board/Bubbler Sensor	Cableado - 24V al control Board/grifo Sensor	Câblage - 24V Ctrl Conseil / Capteur Bubbler
27	56213C	Access Panel	Panel de acceso	Panneau d'accès
28	1000002444	Kit - Thermistor/RFID Harness	Kit: Termistor y haz RFID	rousse - Faisceau thermistance/RFID
29	0000001226	Wiring Harness - Compressor & Fan	Haz de cables: Compresor y ventilador	Faisceau de câbles - Compresseur et ventil.
30	1000001608	Wiring Harness - Control Board to Basin	Haz de cables: Panel de control hacia la tarja	Faisceau de câbles - Carte commande à fontaine
NS	0000000747	Kit - Wrapper Stainless Steel	Kit - Revestimiento: Acero inoxidable	Trousse - Enveloppe Acier inoxydable
NS	0000000748	Kit - Wrapper Light Grey	Kit - Revestimiento: Gris claro	Trousse - Enveloppe Gris clair

NS = Not Shown
NS = No se muestra
NS = Non représenté

***INCLUDES RELAY & OVERLOAD. IF UNDER WARRANTY, REPLACE WITH SAME COMPRESSOR USED IN ORIGINAL ASSEMBLY.**
NOTE: All correspondence pertaining to any of the above water coolers or orders for repair parts MUST include Model No. and Serial No. of cooler, name and part number of replacement part.

***INCLUYE RELÉ Y SOBRECARGA. SI ESTÁ CUBIERTO POR LA GARANTÍA, REEMPLACE CON EL MISMO COMPRESOR QUE SE USA EN EL CONJUNTO ORIGINAL.**

NOTA: Toda la correspondencia que guarde relación con los bebedores descritos anteriormente, o los pedidos de piezas de repuesto, DEBEN incluir el n.º de modelo y el n.º de serie del bebedero, nombre y número de pieza del repuesto.

***COMPREND RELAIS ET LIMITEUR DE SURCHARGE. SI SOUS GARANTIE, REMPLACÉ PAR LE MÊME COMPRESSEUR QUE CELUI DE L'APPAREIL D'ORIGINE.**

REMARQUE : Toute correspondance concernant toute fontaine à eau fraîche ci-dessus ou toute commande de pièces détachées devra IMPÉRATIVEMENT inclure le numéro de modèle et le numéro de série de l'appareil, ainsi que le nom et le numéro de pièce des pièces de rechange.

BOTTLE FILLER REPLACEMENT PART KITS
KITS DE PIEZAS DE REPUESTO DE LA LLENADORA DE BOTELLAS
TROUSSES DE PIÈCES DE RECHANGE POUR LA REMPLISSEUSE DE BOUTEILLE

ITEM NO.	PART NO.	DESCRIPTION	DESCRIPCIÓN	DESCRIPTION
NS	98546C	Kit - Aerator Replacement	Kit: Repuesto de aireador	Trousse - Aérateur de rechange
31	98549C	Kit - Hardware & Waterway (BF)	Kit: Piezas metálicas y canales (LIB)	Trousse - Visserie et circuit d'eau (RB)
32	1000001622	Valve - Solenoid 24V (BF)	Válvula: Solenoide de 24 V (LIB)	Électrovanne 24 V (RB)
33	1000001609	Wiring Harness-Basin Feed to BF	Haz de cables: Paso de la tarja hacia la LIB	Faisceau câbles - Alim. fontaine à RB
NS	1000001981	Nameplate - Elkay Filtered	Placa de identificación: Elkay con filtro	Plaque signalétique - Elkay à filtre
NS	1000001982	Nameplate - Elkay Non-Filtered	Placa de identificación: Elkay sin filtro	Plaque signalétique - Elkay sans filtre
34	1000002433	Kit - Top Cover Assy (BF)	Kit: Conjunto de cubierta superior (LIB)	Trousse - Capot supérieur (RB)
35	1000002434	Kit - IR Sensor	Kit: Sensor infrarrojo	Trousse - Capteur IR
NS	1000002436	Kit - Alpha Numeric LED Board	Kit: Panel LED alfanumérico	Trousse - Carte voyant alphanumérique
NS	1000001813	Kit - Tower/Basin Gasket	Kit: Torre y empaquetadura de la tarja	Trousse - Joint tour/fontaine

NS = Not Shown
NS = No se muestra
NS = Non représenté

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This device complies with part 15 of the FCC Rules. Operation is subject to the following two (2) conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Changes or modifications not approved by the manufacturer could void the user's authority to operate the equipment.

This device complies with Industry Canada licence-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Under Industry Canada regulations, this radio transmitter may only operate using an antenna of a type and maximum (or lesser) gain approved for the transmitter by Industry Canada. To reduce potential radio interference to other users, the antenna type and its gain should be so chosen that the equivalent isotropically radiated power (e.i.r.p.) is not more than that necessary for successful communication.

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. The user should avoid prolonged exposure within 20 cm of the antenna, which may exceed the FCC radio frequency exposure limits.

This equipment complies with IC RSS-102 radiation exposure limits set forth for an uncontrolled environment. The user should avoid prolonged exposure within 20 cm of the antenna which may exceed the exposure limits.

Este dispositivo cumple con las normas de la Parte 15 de la FCC. El funcionamiento está sujeto a las siguientes dos (2) condiciones: (1) Este dispositivo no puede provocar interferencia perjudicial y (2) este dispositivo debe aceptar cualquier interferencia que reciba, incluso aquella que pueda provocar malfuncionamiento.

Los cambios o modificaciones que no estén aprobados por el fabricante podrían anular la autorización del usuario de operar el equipo.

Este dispositivo cumple con las normas RSS de exención de licencia de la Industria de Canadá. El funcionamiento está sujeto a las siguientes dos condiciones: (1) Este dispositivo no puede provocar interferencia y (2) este dispositivo debe aceptar cualquier interferencia que reciba, incluso aquella que pueda provocar un malfuncionamiento del dispositivo.

Según las normas del Ministerio de la Industria de Canadá, este radiotransmisor solo puede funcionar con una antena de un tipo y una ganancia máxima (o de menor grado) aprobados para el transmisor por el Ministerio de la Industria de Canadá. Para reducir la posible interferencia de radio para otros usuarios, el tipo de antena y su ganancia deben elegirse de tal manera que la potencia isotrópica radiada equivalente (PIRE) no sea mayor que la necesaria para obtener una comunicación exitosa.

Este equipo cumple con los límites de exposición a la radiación según la FCC establecidos para un ambiente que no está controlado. El usuario debe evitar la exposición prolongada dentro de 20 cm de la antena, lo cual puede sobrepasar los límites de exposición a la frecuencia de radio según la FCC.

Este equipo cumple con los límites de exposición a la radiación según la IC RSS-102 establecidos para un ambiente que no está controlado. El usuario debe evitar la exposición prolongada dentro de 20 cm de la antena, lo cual puede sobrepasar los límites de exposición.

Cet appareil est conforme à la partie 15 des règles de la FCC. L'exploitation est autorisée aux deux (2) conditions suivantes : (1) l'appareil ne doit pas produire de brouillage préjudiciable, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

Les changements ou modifications non approuvés par le fabricant pourraient annuler les droits d'utilisation du matériel par l'utilisateur.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

Conformément à la réglementation d'Industrie Canada, le présent émetteur radio peut fonctionner avec une antenne d'un type et d'un gain maximal (ou inférieur) approuvé pour l'émetteur par Industrie Canada. Dans le but de réduire les risques de brouillage radioélectrique à l'intention des autres utilisateurs, il faut choisir le type d'antenne et son gain de sorte que la puissance isotrope rayonnée équivalente (p.i.r.e) ne dépasse pas l'intensité nécessaire à l'établissement d'une communication satisfaisante.

Cet équipement est conforme aux limites d'exposition aux rayonnements de la FCC, établies pour un environnement non contrôlé. L'utilisateur devra éviter l'exposition prolongée à moins de 20 cm de l'antenne, qui peut dépasser les limites d'exposition aux fréquences radioélectriques de la FCC.

Cet équipement est conforme aux limites d'exposition aux rayonnements CNR-102 d'IC, établies pour un environnement non contrôlé. L'utilisateur devra éviter l'exposition prolongée à moins de 20 cm de l'antenne, qui peut dépasser les limites d'exposition.

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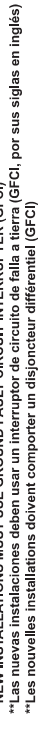


* Versatile cooler design allows units to be installed either left-hand high and right-hand low or left-low and right high. Basin change may be required. See desired rough-in to help determine if the basin change is necessary.

* El versátil diseño de bebedero permite que las unidades se instalen ya sea con la parte izquierda alta y la parte derecha baja, o con la parte izquierda baja y la parte derecha alta. Es posible que necesite cambiar la tarja. Consulte el bosquejo deseado para ayudar a determinar si es necesario cambiar la tarja.

* La conception polyvalente de la fontaine à eau fraîche permet une installation gauche haute et droite basse ou gauche basse et droite haute. Une modification de la fontaine peut s'avérer nécessaire. Voir la disposition de canalisations souhaitée pour déterminer si des modifications de la fontaine sont nécessaires.

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ALTERNATE ROUGH-IN FOR RIGHT-HAND HIGH, BOTTLE FILLER LOW MODELS – REQUIRES BASIN ASSY CHANGE

BOSQUEJO ALTERNATIVO PARA MODELOS CON LA LLENADORA DE BOTELLAS BAJA Y LA PARTE DERECHA ALTA: REQUIERE CAMBIAR EL CONJUNTO DE TARJA
AUTRE DISPOSITION DE CANALISATIONS, POUR INSTALLATION DROITE HAUTE ET REMPLISSEUSE DE BOUTEILLE BASSE – MODIFICATION DE LA FONTAINE REQUISE

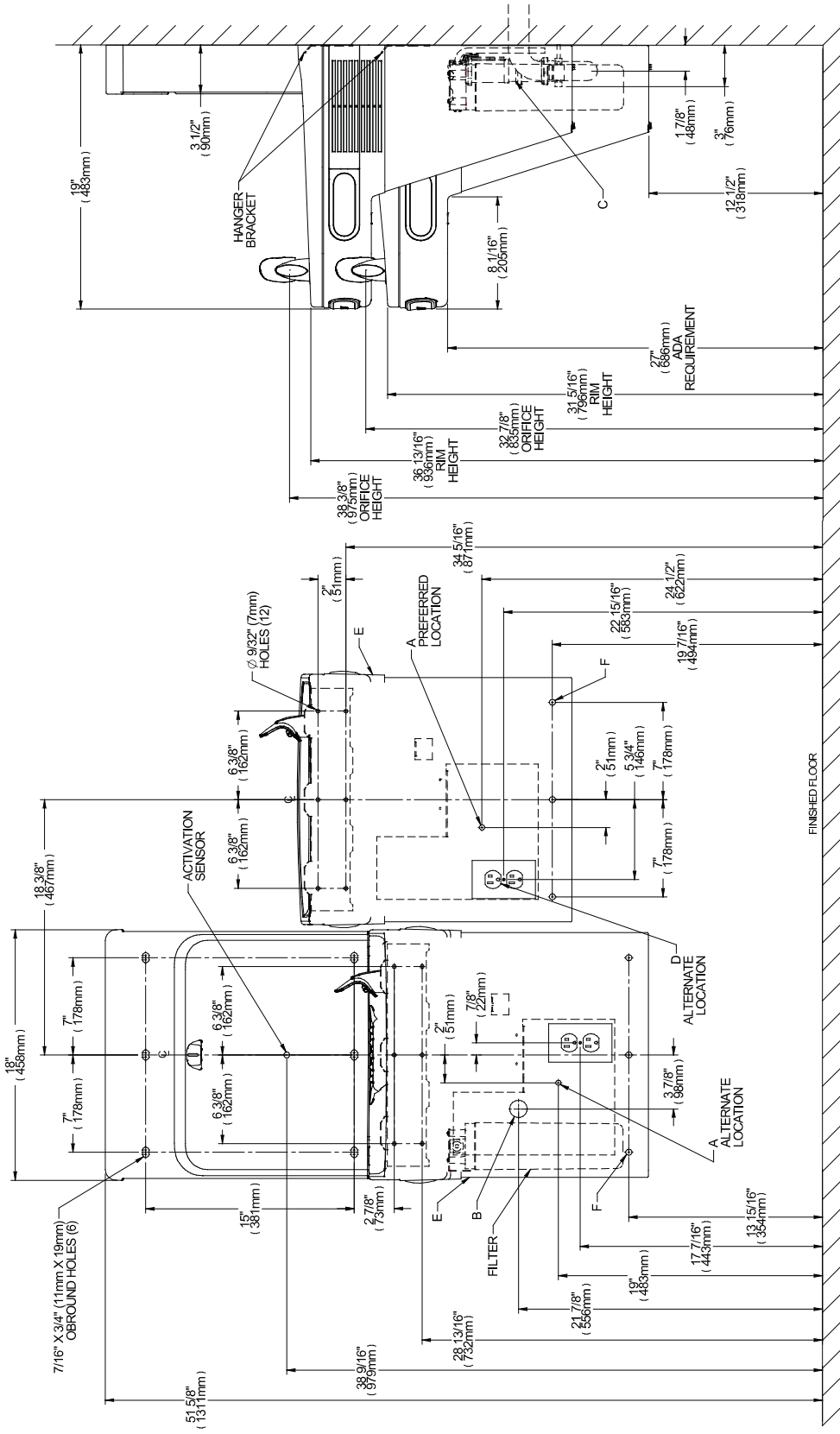


FIG. 2

REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDREN'S ADA COOLER

Reduzca la altura en 76 mm (3") para la instalación del bebedero con clasificación ADA para niños
Réduisez la hauteur de 76 mm (3 po) pour les installations à la norme ADA enfants

LEGEND/LEYENDA/LÉGENDE

A = RECOMMENDED WATER SUPPLY LOCATION 3/8" O.D. UNPLATED COPPER TUBE CONNECT STUB WITH SHUT OFF (BY OTHERS) 3 IN. (76mm) MAXIMUM OUT FROM WALL
UBICACIÓN RECOMENDADA DEL SUMINISTRO DE AGUA, TUBERÍA DE COBRE SIN REVESTIMIENTO DE 3/8" DE DIAM. EXT. ADAPTADOR DE CONEXIÓN CON VALVULA DE CIERRE (DE TERCEROS) MÁXIMO A 76 mm (3") DE LA PARED.
EMPLACEMENT RECOMMANDÉ DE L'ARRIVÉE D'EAU, TUBE EN CUIVRE NON PLAQUÉ DE 3/8 PO DE DIA. EXT. RACCORDER A LA CONDUITE D'ALIMENTATION AVEC UN ROBINET D'ARRÊT (NON FOURNI) À 76 mm (3 PO) MAXIMUM DU MUR.

B = RECOMMENDED LOCATION FOR WASTE OUTLET 1-1/2" O.D. DRAIN STUB 2 IN. OUT FROM WALL
UBICACIÓN RECOMENDADA DE LA SALIDA DE DESECHOS, ADAPTADOR DE DESAGÜE DE 1-1/2" DE DIAM. EXT., A 51 mm (2") DE LA PARED.
EMPLACEMENT RECOMMANDÉ DE LA SORTIE D'ÉCOULEMENT, CONDUITE D'ÉVACUATION DE 1-1/2 PO DE DIA. EXT. DÉPASSANT DE 51 mm (2 PO) HORS DU MUR.

C = TRAP NOT FURNISHED
SE INCLUDE SIFON DE 1-1/2"
NON DE 1-1/2 PO NON FOURNI

LEGEND/LEYENDA/LÉGENDE

D = ELECTRICAL SUPPLY (3) WIRE RECESSED BOX DUPLEX OUTLET**
SUMINISTRO ELÉCTRICO (3) CAJA ENCHUFE DE ALAMBRE SALIDA DÚPLEX

E = INSURE PROPER VENTILATION BY MAINTAINING 6" (152 mm) (MIN.) CLEARANCE FROM CABINET LOUVERS TO WALL.
PARA GARANTIZAR LA VENTILACIÓN ADECUADA, MANTENGA 152 mm (6") (MIN.) DE SEPARACIÓN DESDE LAS REJILLAS DEL GABINETE HASTA LA PARED.
POUR ASSURER UNE AÉRATION SUFFISANTE, PRÉVOIR UN DÉGAGEMENT DE 152 mm (6 PO) (MIN.) ENTRE LES ÉVÉNENTS DE L'ÉCARTÉ ET LE MUR.

F = 7/16" BOLT HOLES FOR FASTENING UNIT TO WALL
ORIFICIOS PARA PERNOS DE 7/16" PARA FIJAR LA UNIDAD A LA PARED
TROUS DE VIS DE 7/16 PO POUR LA FIXATION DE L'APPAREIL AU MUR

****NEW INSTALLATIONS MUST USE GROUND FAULT CIRCUIT INTERRUPTER (GFCI)**
**Les nouvelles installations doivent comporter un disjoncteur différentiel (GFCI)

****1. Les nouvelles installations doivent employer l'interrupteur de circuit moulu de défaut (GFCI)**

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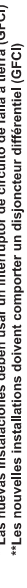


FIG. 3

ALTERNATE ROUGH-IN FOR RIGHT-HAND LOW, BOTTLE FILLER HIGH MODELS – REQUIRES BASIN ASSY CHANGE

BOSQUEJO ALTERNATIVO PARA MODELOS CON LA LLENADORA DE BOTELLAS ALTA Y LA PARTE DERECHA BAJA: REQUIERE CAMBIAR EL CONJUNTO DE TARJA
AUTRE DISPOSITION DE CANALISATIONS, POUR INSTALLATION DROITE BASSE ET REMPLISSEUSE DE BOUTEILLE HAUTE – MODIFICATION DE LA FONTAINE REQUISE

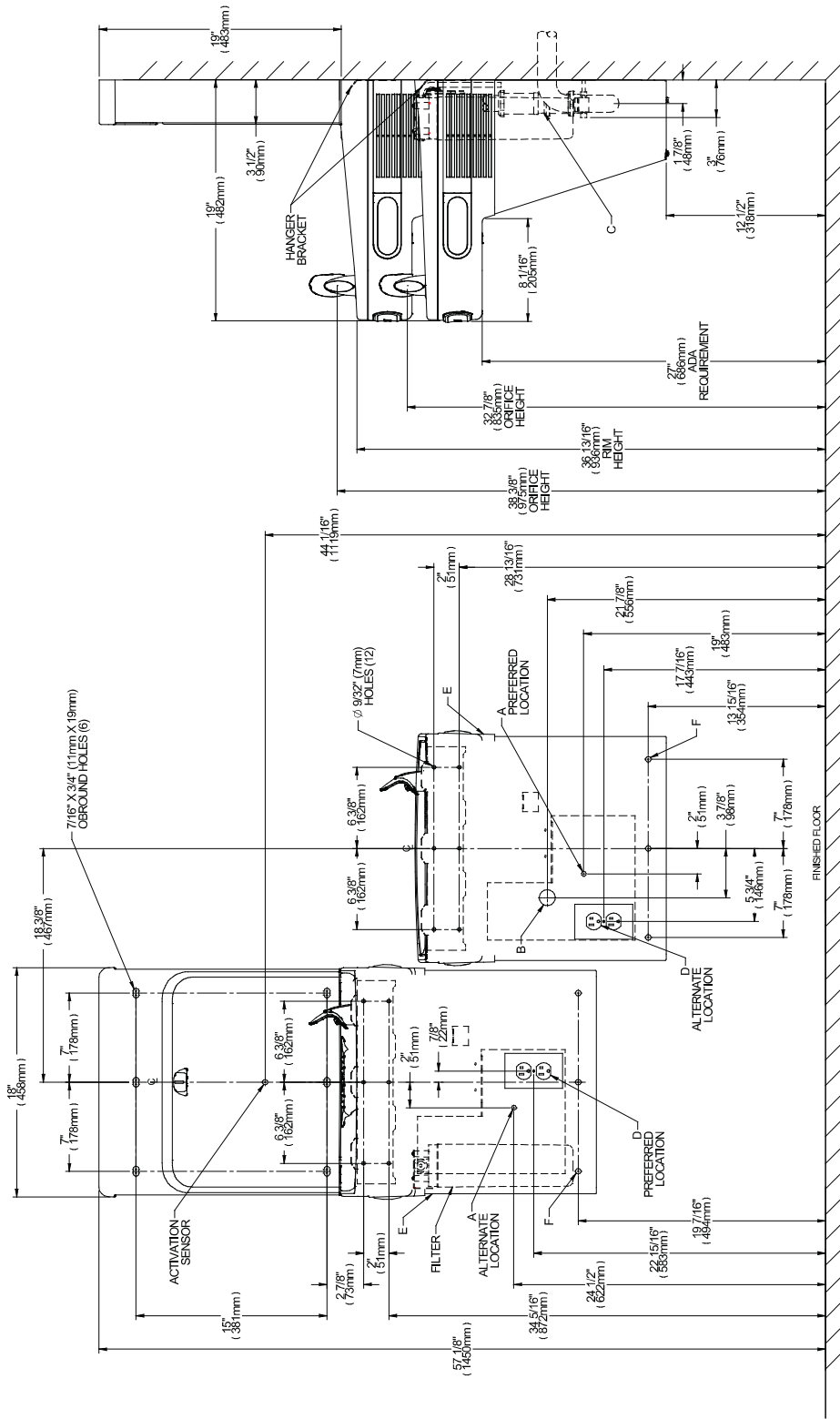


FIG. 4

REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDREN'S ADA COOLER

Reduzca la altura en 76 mm (3 in) para la instalación del bebedero con clasificación ADA para niños
Réduire la hauteur de 76 mm (3 po) pour les installations à la norme ADA enfants

LEGEND/LEYENDA/LÉGENDE

A = RECOMMENDED WATER SUPPLY LOCATION 3/8" O.D. UNPLATED COPPER TUBE CONNECT STUB WITH SHUT OFF (BY OTHERS) 3 IN. (76mm) MAXIMUM FROM WALL
UBICACIÓN RECOMENDADA DEL SUMINISTRO DE AGUA. TUBERÍA DE COBRE SIN REVESTIMIENTO DE 3/8" DE DIAM. EXT. ADAPTADOR DE COCIENTE CON VALVULA DE CIERRE (DE TERCEROS) MÁXIMO A 76 mm (3") DE LA PARED. EXT. RACCORDEUR À LA ÉMBOÛTURE RECOMMANDÉE DE 3/8" DE DIAM. EXT. EN COBRE NON PLÂTRÉ (NON FOURNI) 76 mm (3") MAXIMUM DU MUR

B = RECOMMENDED LOCATION FOR WASTE OUTLET 1-1/2" O.D. DRAIN STUB 2 IN. (51mm) FROM WALL
UBICACIÓN RECOMENDADA DE LA SALIDA DE DESAGÜE DE 1-1/2" DE DIAM. EXT. A 51 mm (2") DE LA PARED. EMPLOCEMENT RECOMMANDÉ DE LA SORTIE D'ÉCOULEMENT. CONDUITE D'ÉVACUATION DE 1-1/2 PO DE DIA. EXT. DÉPASSANT DE 51 mm (2 PO) HORS DU MUR

D = ELECTRICAL SUPPLY (3) WIRE RECESSED BOX DUPLEX OUTLET**
SUMINISTRO ELÉCTRICO (3) CAJAS ENCHUFES DE UN AMBIRE SALIDA DUPLEX

E = INSURE PROPER VENTILATION BY MAINTAINING 6" (152 mm) (MIN.) CLEARANCE FROM CABINET LOUVERS TO WALL.
PARA EVITAR LA VENTILACIÓN ADECUADA, MANTENGA 152 mm (6") (MÍN.) DE SEPARACIÓN DESDE LAS REJILLAS DEL CABINETE HASTA LA PARED.
POUR ASSURER UNE AÉRATION SUFFISANTE, PRÉVOIR UN DÉGAGEMENT DE 152 mm (6 PO) (MÍN.) ENTRE LES ÉVÉNENTS DE LA CÉMENT ET LE MUR.

F = 7/16" BOLT FOR FASTENING UNIT TO WALL
ORIFICIOS PARA PEROS DE 7/16", PARA FIJAR LA UNIDAD A LA PARED
TROUS DE VIS DE 7/16" POUR FIXATION DE L'APPAREIL AU MUR

**NEW INSTALLATIONS MUST USE GROUND FAULT CIRCUIT INTERRUPTER (GFCI)
**Las nuevas instalaciones deben usar un interruptor de circuito de falla a tierra (GFCI)
**Les nouvelles installations doivent comporter un disjoncteur différentiel (GFCI)

HANGER BRACKETS INSTALLATION

- 1) Remove hanger bracket fastened to back of coolers by removing one (1) screw.
- 2) Determine your mounting configuration from the figures shown on pages 2 - 5. **IMPORTANT NOTE: If the bottle filler is to be mounted on the left hand cooler, a basin assembly change will be needed. Refer to instructions on pages 13 - 15 prior to continuing.**
- 3) Mount the hanger bracket as shown in Figures 1 (Pg. 2), 2 (Pg.3), 3 (Pg. 4), and 4 (Pg. 5).
NOTE: Hanger Bracket **MUST** be supported securely. Add fixture support carrier if wall will not provide adequate support. Anchor hanger securely to wall using all six (6) 1/4 in. dia. mounting holes.

IMPORTANT:

5-7/8 in. (150 mm) dimension from wall to centerline of trap must be maintained for proper fit.

INSTALLATION OF COOLER

- 4) Hang only the refrigerated cooler on the hanger bracket. Be certain hanger bracket is properly in the slots on the cooler backs as shown in Figures 1 (Pg. 2), 2 (Pg.3), 3 (Pg. 4), and (Fig. 4, Pg. 5).
- 5) Remove the four (4) screws holding the lower front panel at the bottom of each cooler. Remove the front panel by pulling straight down and set aside.
- 6) Unband the loose wires in the refrigerated cooler for the NFC board. (See Figure A below). Stretch it out and thread through the left side of the refrigerated cooler and into the right side of the non-refrigerated cooler. Plug into the board that is behind the filter head. Since this cooler is not yet hanging on the wall, you can tip it forward to view the plug from the back to make it easier to connect.
- 7) Hang the non-refrigerated cooler on the hanger bracket. Be certain hanger bracket is engaged properly in the slots on the cooler backs as shown in Figures 1, (Pg. 2), 2 (Pg. 3), 3 (Pg. 4), and 4 (Pg. 5).
- 8) Secure each cooler frame to wall by installing (2) screws and washers (not supplied). (See Fig. 5, Pg. 9). **Make sure the screws engage in a structural member.**
- 9) Connect the supply water to the filter inlet tube.
- 10) Connect the waterline from the outlet of the filter to the inlet of the evaporator in the refrigerated cooler by inserting it into the quick connector.
- 11) Connect the waterline from the solenoid in the non-refrigerated cooler to the open 1/4" inch tee fitting in the refrigerated cooler.
- 12) Locate the black and white wires coiled inside the non-refrigerated cooler. (See Fig. B below) Uncoil and remove the caps covering the loose ends of each. Find the black and white wires with the extensions inside of the refrigerated cooler and remove the protective caps. Connect the wires from one cooler to the wires inside the other. **NOTE:** White to white, Black to black.
- 13) Find your cooler configuration on page 18 and connect the drain assembly together. The bottle filler drain in the top of the basin must be connected at this time also.
- 14) Install trap. Remove the slip nut and gasket from the trap and install them on the cooler waste line making sure that the end of the waste line fits into the trap. Assemble the slip nut and gasket to the trap and tighten securely.

IMPORTANT: If it is necessary to cut the drain, loosen the screw at the black rubber boot and remove tube, check for leaks after re-assembly.

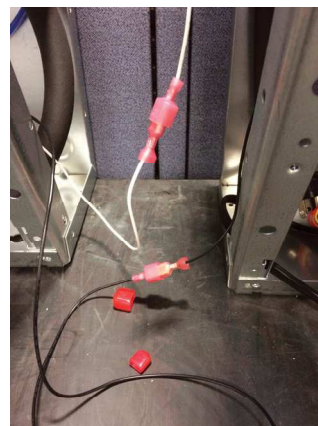
BOTTLE FILLER INSTALLATION

- 15) Remove two (2) mounting screws with 5/32" Allen wrench holding bottle filler to wall mounting plate (See Fig.7, Pg. 9). Note do not discard mounting screws, they will be needed to secure bottle filler to wall mounting plate.
- 16) Remove wall mounting plate from Bottle Filler (see Fig 7, Pg. 9). Place wall mounting plate against wall on top of basin. Center the wall mounting plate side to side with the basin. Mark the six (6) mounting holes with a pencil (See Fig. 1, Pg. 2). Place tape over wiring harness connection on top of cooler to prevent debris from falling into Connection (See Fig. 6, Pg. 9).
- 17) Remove wall mounting plate from wall. **NOTE:** Mounting plate **MUST** be supported securely. Add fixture support carrier if wall will not provide adequate support.
- 18) Install wall mounting plate to wall using six (6) 7/16" obround mounting holes (mounting bolts not included) (See Fig. 7, Pg. 9). Use appropriate fasteners for your wall type.
- 19) Install gasket on bottom of bottle filler tower with gasket support bracket & (2) screws (See Fig. 8, 9, Pg. 10).
- 20) Connect water line from cooler to 3/8" john guest fitting. Connect wiring harness to the top of cooler. (See Fig. 11, Pg. 11).
- 21) Place Bottle Filler on the four (4) hooks on the mounting plate installed on wall. Make sure round boss in gasket fits in hole of basin. (See Fig. 12, Pg. 11).
- 22) Remove filter from carton, remove protective cap, attach filter to filter head by firmly inserting into head and rotating filter clockwise. Ensure that blue label can be read when filter is installed. (reference Fig. 16, Pg 19.)
- 23) Turn water supply on and inspect for leaks. In both cooler and bottle filler. Fix all leaks before continuing.
- 24) Once cooler and bottle filler have been inspected for leaks and any leaks found corrected, plug cooler into wall.
- 25) Reinstall two mounting screws from first step above. Caution, do not over tighten screws.
- 26) Once power is applied to the cooler the GREEN LED light will illuminate on the bottle filler showing good filter status along with the LCD Bottle Counter.
- 27) Verify proper dispensing by placing cup, hand, or any opaque object in front of sensor area and verify that the water dispenses. Note: the first initial dispenses might have air in line which may cause a sputter. This will be eliminated once all air is purged from the line.
- 28) Once unit tests out, install Lower Panels back on water coolers. (See page 16 for versatile wrapper installation). Units are now ready for use.

FIG. A



FIG. B



Instructions For Replacing Filters

- 1) Remove lower cover on non-refrigerated unit by removing (4) screws (See Fig.A, Pg. 13).
- 2) Turn off water supply; dispense water to relieve pressure.
- 3) Turn used filter counterclockwise 1/4 turn to remove from filter head.
- 4) Remove cap from new filter and use to seal used filter.
- 5) Insert new filter into existing filter head and turn fully clockwise. Make sure you can read the label on the front of the filter once it is installed. (See Fig. 16 on Pg. 19).
- 6) Turn on water supply and run a minimum of two gallons of water through the filter to purge air any fine carbon particles from filter. Also run water through bottle filler.
Note: Filter status light will automatically reset once new filter is installed.

Instructions To Access Programming Button

- 1) Remove (2) mounting screws of bottle filler top cover using 5/32" Allen wrench.
- 2) Slide bottle filler up until the hooks of the plate disengage from body. **NOTE:** Do not disconnect wiring or plumbing.
- 3) Tilt unit forward, the Programming Button is located on top of circuit board behind the graphics display.

Instalación de los soportes de suspensión

5.

- 1) Retire un (1) tornillo para retirar el soporte colgante fijado en la parte posterior del bebedero.
- 2) Determinar su configuración de montaje de las figuras que se muestran en las páginas 2 - 5. **NOTA IMPORTANTE:** Si el relleno de la botella se va a montar en el refrigerador de la mano izquierda, será necesario un cambio de montaje cuenca. Consulte las instrucciones en las páginas 13 - 15 antes de continuar.
- 3) Montar el soporte de suspensión como se muestra en las figuras 1 (Pág. 2), 2 (pg.3), 3 (Pág. 4), y 4 (Pág. 5).
NOTA: Soporte de suspensión deberá ser apoyado con seguridad. Añadir soporte de apoyo accesorio de pared si no va a proporcionar el apoyo adecuado. El gancho del ancla de forma segura a la pared usando todos los seis (6) de 1/4 pulg. De diámetro, agujeros de montaje.

IMPORTANTE:

Se debe mantener una dimensión de 150 mm (5-7/8") desde la pared hasta la línea central del sifón para un encaje adecuado.

INSTALACIÓN DEL BEBEDERO

- 4) Cuelgue sólo el enfriador refrigerado en el soporte de suspensión. Asegúrese de que el soporte del gancho está correctamente en las ranuras en la parte de atrás más frías, como se muestra en las figuras 1 (Pág. 2), 2 (pg.3), 3 (Pág. 4), y 4 (Pág. 5).
- 5) Retire los cuatro (4) tornillos que afirman el panel delantero inferior en la parte inferior de cada bebedero. Para retirar el panel delantero, tire de este hacia abajo y déjelo a un lado.
- 6) Unband los cables sueltos en el enfriador refrigerado para la placa de la NFC. (Ver la figura A) Se extienden hacia fuera y el hilo a través del lado izquierdo del enfriador refrigerado y en el lado derecho de la nevera no refrigerados. Enchufe en el tablero que está detrás de la cabeza del filtro. Desde este refrigerador aún no está colgado en la pared, se puede inclinar hacia delante para ver el enchufe de la parte posterior para que sea más fácil de conectar..
- 7) Colgar el enfriador no refrigerados en el soporte de suspensión. Ser cierta fijador de suspensión calce correctamente en las ranuras en la parte de atrás más frías, como se muestra en las figuras 1, (Pág. 2), 2 (Pág. 3), 3 (Pág. 4), y 4 (Pág. 5).
- 8) Asegure cada cuadro más fresco a la pared mediante la instalación (2) tornillos y arandelas (no suministrado). (Ver Fig. 5, pag. 9). Asegúrese de que los tornillos se involucran en un elemento estructural.
- 9) Conectar el suministro de agua al tubo de entrada del filtro.
- 10) Conectar la línea de flotación de la salida del filtro a la entrada del evaporador en el enfriador refrigerado mediante la inserción en el conector rápido.
- 11) Conectar la línea de flotación del solenoide en la no-enfriador refrigerado a la "integración del enfriador refrigerado camiseta abierta de 1/4 de pulgada.
- 12) Localizar los cables blanco y negro en espiral en el interior del refrigerador no refrigerados. (Ver la figura B) Enderezar y retirar las tapas que cubren los extremos sueltos de cada uno. Encuentra los cables blanco y negro con las extensiones en el interior de la nevera refrigerada y quitar las tapas protectoras. Conectar los cables de un refrigerador para los cables dentro de la otra. **NOTA:** De blanco a blanco, Negro a negro.
- 13) Busque su configuración más fría en la página 18 y conecte el conjunto de drenaje juntos. La fuga de la botella de relleno en la parte superior de la cuenca se debe conectar en este momento también.
- 14) Instalar trampa. Retire la tuerca de retención y el obturador de la trampa e instálaslas en la línea de desagüe asegurándose de que el extremo de la línea de descarga encaje en la trampa. Montar la tuerca deslizante y empaquetadura en el colector y apriete firmemente.

IMPORTANTE: Si es necesario cortar el desagüe, suelte el tornillo en el manguito de caucho negro y retire la tubería; revise si hay fugas después de volver a montar.

BOTELLA DE INSTALACIÓN DE RELLENO

- 15) Retire los dos tornillos (2) de montaje con 5/32 "llave Allen sostiene la botella de relleno a la pared la placa de montaje (Ver Figura 7, pag. 9). Nota No tire los tornillos de montaje, que serán necesarios para asegurar la botella de relleno para montaje en la pared plato.
- 16) Retire la placa de montaje de la pared de la botella de relleno (véase la figura 7, pag. 9). Coloque la placa de montaje en la pared contra la pared en la parte superior de la cuenca. Centre el lado de la placa de montaje en pared ponerse del lado de la cuenca. Marcar los seis agujeros (6) de montaje con un lápiz (Ver Fig. 1, pag. 2). Coloque cinta adhesiva sobre el cableado de conexión del arnés en la parte superior del refrigerador para evitar que los residuos caigan en la conexión (Ver Fig. 6, pag. 9).
- 17) Retire la placa de montaje en la pared de la pared. **NOTA:** La placa de montaje **debe ser apoyado** de forma segura. Añadir soporte de apoyo accesorio de pared si no va a proporcionar el apoyo adecuado.
- 18) Instalar la placa de montaje de pared a pared utilizando seis (6) 7/16 "oblonga agujeros de montaje (pernos de montaje no incluidos) (Ver Fig. 7, Pág. 9). Utilice los sujetadores adecuados para el tipo de pared.
- 19) Instale la junta en la parte inferior de la torre de relleno de la botella con brazo de retención de la junta, y (2) tornillos (Ver Fig. 8, 9, pag. 10).
- 20) Conectar la línea de flotación del enfriador de 3/8 "John apropiado invitado. Conectar el mazo de cables a la parte superior del refrigerador. (Ver Fig. 11, pag. 11).
- 21) Coloque la botella de relleno en los cuatro (4) ganchos en la placa de montaje instalado en la pared. Asegúrese de que la ronda el jefe de la junta encaja en el agujero de la cuenca. (Ver Fig. 12, Pg. 11).
- 22) Retire el filtro de la caja, retire la tapa protectora, conecte el filtro para filtrar la cabeza insertando firmemente en la cabeza y girando en sentido horario filtro. Asegúrese de que la etiqueta azul se puede leer cuando se instala el filtro. (Figura de referencia 16, página 19.)
- 23) Cierre el suministro de agua en e inspeccionar si hay fugas. En tanto relleno más fresco y botella. Fijar todas las fugas antes de continuar..
- 24) Una vez más frío y filtro de botella han sido inspeccionados en busca de fugas y si hay fugas se encuentran corregidos, enchufe en la pared más fría.
- 25) Vuelva a instalar dos tornillos de montaje de la primera etapa anterior. Precaución, No apriete los tornillos.
- 26) Una vez que se aplica potencia al refrigerador de la luz verde LED se iluminará en la botella de relleno que muestra el buen estado del filtro junto con el contador de la botella de cristal líquido.
- 27) Verificar una adecuada dispensación mediante la colocación de taza, las manos, o cualquier objeto opaco en la parte delantera de la superficie del sensor y verifique que el agua llega a través. Nota importante: las primeras dosificaciones iniciales podrían tener aire en línea que pudiera causar un bombardeo iónico. Esta será eliminada una vez que todo el aire se purga de la línea.
- 28) Una vez que la unidad pone a prueba, instalar paneles inferiores de nuevo en enfriadores de agua. (Consulte la página 16 para la instalación versátil envoltorio). Las unidades están ahora listos para su uso.

FIG. A



FIG. B

**Instrucciones para reemplazar filtros**

- 1) Retire los (4) tornillos para retirar la cubierta inferior de la unidad no refrigerada. (Consulte la Fig. A, pag. 13).
- 2) Corte el suministro de agua; dispense agua para aliviar la presión.
- 3) Gire el filtro usado 1/4 de vuelta hacia la izquierda para retirarlo del cabezal del filtro.
- 4) Retire la tapa del filtro nuevo y úsela para sellar el filtro usado.
- 5) Inserte el nuevo filtro en el cabezal del filtro y gírelo completamente hacia la derecha. Asegúrese de poder leer la etiqueta en la parte delantera del filtro una vez que esté instalado. (Consulte la Fig. 16 en la pag. 19).
- 6) Abra el suministro de agua y deje correr un mínimo de ocho litros (dos galones) de agua a través del filtro para purgar el aire y todas las partículas finas de carbono del filtro. Además, deje correr agua a través de la llenadora de botellas.
Nota: La luz de estado de la llenadora se restablecerá automáticamente una vez que se instale el filtro nuevo.

Instrucciones para acceso a botón de programación

- 1) Retire (2) tornillos de montaje de cubierta superior de llenado de botella usando una llave Allen de 5/32".
- 2) Deslice el llenador de la botella hasta que los ganchos de la placa posterior desenganche del cuerpo. Nota: No desconecte el cableado o plomería.
- 3) Inclíne la unidad hacia delante, el botón de programación se encuentra en la parte superior de la placa de circuito detrás de la pantalla de gráficos.

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Installation de supports de suspension

- 1) Déposer la ferrure de suspension qui est fixée au dos de la fontaine à eau au moyen d'une (1) vis.
- 2) Déterminez votre configuration de montage à partir des chiffres indiqués sur les pages 2 - 5. **NOTE IMPORTANTE: Si la charge de la bouteille doit être monté sur le refroidisseur de la main gauche, un changement de l'ensemble du bassin sera nécessaire. Consulter les instructions sur les pages 13 à 15 avant de poursuivre.**
- 3) Monter le support de suspension comme le montrent les figures 1 (p. 2), 2 (p.3), 3 (p. 4), et 4 (p. 5).
NOTE: Support de suspension DOIT être soutenue en toute sécurité. Ajoutez des ferrures de fixation si le mur ne sera pas fournir un soutien adéquat. Ancrez solidement le support au mur en utilisant tous les six (6) 1/4 po. Dia. trous de montage.

IMPORTANT:

Prévoir un dégagement de 150 mm (5-7/8 po) entre le mur et l'axe central du siphon pour permettre une pose correcte.

INSTALLATION DE LA FONTAINE À EAU FRAÎCHE

- 4) Accrochez seulement le refroidisseur réfrigéré sur le support de suspension. Soyez certain support de suspension est bien dans les fentes sur le dos froides comme le montrent les figures 1 (p. 2), 2 (p.3), 3 (p. 4), et 4 (p. 5).
- 5) Retirer les quatre (4) vis de fixation du panneau frontal inférieur au bas de la fontaine. Tirer le panneau frontal vers le bas pour le détacher et le mettre de côté.
- 6) Unband les fils lâches dans le refroidisseur réfrigéré pour le conseil NFC. (Voir l'illustration A ci-dessous) L'étirer et le fil à travers le côté gauche de la fontaine réfrigérée et dans le côté droit du refroidisseur non réfrigéré. Brancher sur la carte qui se trouve derrière la tête de filtre. Depuis ce refroidisseur est pas encore accroché au mur, vous pouvez basculer vers l'avant pour voir la fiche de l'arrière pour le rendre plus facile à connecter.
- 7) Installez le refroidisseur non réfrigéré sur le support de suspension. Être certain support de suspension est engagé correctement dans les fentes sur le dos froides comme le montrent les figures 1, (p. 2), 2 (p. 3), 3 (p. 4), et 4 (p. 5).
- 8) Fixez chaque trame refroidisseur à la paroi par l'installation (2) vis et rondelles (non fourni). (Voir fig. 5, p. 9). Assurez-vous que les vis se livrent à un élément de structure.
- 9) Branchez l'eau d'alimentation du tube d'entrée du filtre.
- 10) Connecter la ligne de flottaison à partir de la sortie du filtre à l'entrée de l'évaporateur dans le dispositif de refroidissement réfrigérée par l'insertion dans le raccord rapide.
- 11) Branchez la ligne de flottaison de la bobine dans le refroidisseur non réfrigéré à l'air libre 1/4 «raccord dans le refroidisseur réfrigéré tee pouces.
- 12) Repérez les fils noir et blanc enroulé à l'intérieur du refroidisseur non réfrigéré. (Voir l'illustration B ci-dessous) Redresser et retirer les bouchons couvrant les bouts de chacun. Trouver les fils noir et blanc avec les extensions à l'intérieur de la glacière au réfrigérateur et enlever les bouchons de protection. Connecter les fils d'une glacière pour les fils à l'intérieur de l'autre. NOTE: Blanc à blanc, le noir au noir.
- 13) Trouvez votre configuration refroidisseur à la page 18 et connecter le drain ensemble. Le drain de remplissage de la bouteille dans le haut du bassin doit être connecté à ce moment aussi.
- 14) Installez piège. Retirer l'écrou coulissant et le joint de la trappe et les installer sur la ligne de déchets refroidisseur faire en sorte que la fin de la ligne de déchets inscrit dans le piège. Assembler l'écrou coulissant et le joint à la trappe et bien serrer.

IMPORTANT : Si l'écoulement doit être coupé, desserrer la vis au niveau du manchon noir en caoutchouc et déposer le tube; vérifier l'étanchéité après le remontage.

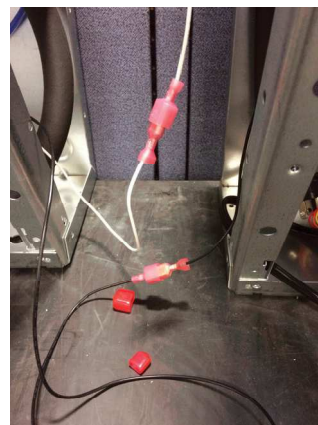
SOUTIREUSE INSTALLATION

- 15) Retirer les deux vis (2) de montage avec 5/32 "clé Allen de maintien de remplissage de la bouteille à la plaque murale de montage (Voir Fig.7, p. 9). Remarque ne jetez pas les vis de montage, ils seront nécessaires pour assurer la charge de la bouteille pour montage mural assiette.
- 16) Retirer la plaque murale de montage du flacon de remplissage (voir la figure 7, p. 9). Placez la plaque de montage mural contre le mur au-dessus du bassin. Centrez le côté de la plaque de montage mural à l'autre avec le bassin. Marquez les six trous (6) de montage avec un crayon (voir Fig. 1, p. 2). Placer du ruban adhésif sur le faisceau de câblage conection sur le dessus du refroidisseur pour empêcher les débris de tomber dans la connexion (voir Fig 6, p. 9).
- 17) Retirer la plaque de montage mural du mur. **REMARQUE:** La plaque de montage doit être pris en charge en toute sécurité. Ajoutez des ferrures de fixation si le mur ne sera pas fournir un soutien adéquat.
- 18) Installer la plaque de montage d'un mur à l'aide de six (6) 7/16 «oblongue trous de montage (boulons de montage non inclus) (voir Fig. 7, p. 9). Utilisez des fixations appropriées à votre type de mur.
- 19) Poser le joint sur le bas de la tour de remplissage de bouteille avec le support du joint et des vis (2). (voir fig. 8, 9, p. 10).
- 20) Branchez la ligne de flottaison du refroidisseur à 3/8 «john raccord invité. Branchez le faisceau de câblage en haut de refroidisseur. (Voir fig. 11, p. 11).
- 21) Lieu Bouteille de remplissage sur les quatre (4) des crochets sur la plaque de montage installée sur le mur. Assurez-vous que le patron ronde joint correspond au trou du bassin. (Voir fig. 12, p. 11).
- 22) Retirer ce filtre de carton, retirer le capuchon de protection, fixez un filtre à la tête en insérant fermement dans la tête et filtre rotatif dans le sens horaire. Assurez-vous que l'étiquette bleue peut être lu lorsque le filtre est installé. (Référence figure 16, page 19)
- 23) Tournez alimentation en eau et vérifier les fuites. Dans les deux remplissage refroidisseur et la bouteille. Réparez les fuites avant de continuer.
- 24) Une fois refroidisseur et le filtre de bouteille ont été inspectés pour des fuites et si des fuites sont détectées corrigées, branchez refroidisseur dans le mur.
- 25) Réinstaller deux vis de montage de la première étape ci-dessus. Attention, ne pas trop serrer les vis.
- 26) Une fois que la tension est appliquée au refroidisseur le feu vert LED illuminera sur la charge de la bouteille montrant le bon état du filtre avec le LCD Bouteille compteur.
- 27) Vérifiez distribution correcte en plaçant tasse à la main, ou tout objet opaque en face de la zone du capteur et vérifier que l'eau qui en sort. Note importante: les premières distributions initiales pourraient avoir l'air dans la ligne qui peut provoquer une pulvérisation. Ce sera éliminée une fois que tout l'air est purgé de la ligne.)
- 28) Une fois que l'unité expérimente, installer panneaux inférieurs de retour sur les refroidisseurs d'eau. (Voir page 16 pour l'installation polyvalente d'emballage). Les unités sont maintenant prêts à être utilisés.

FIG. A



FIG. B



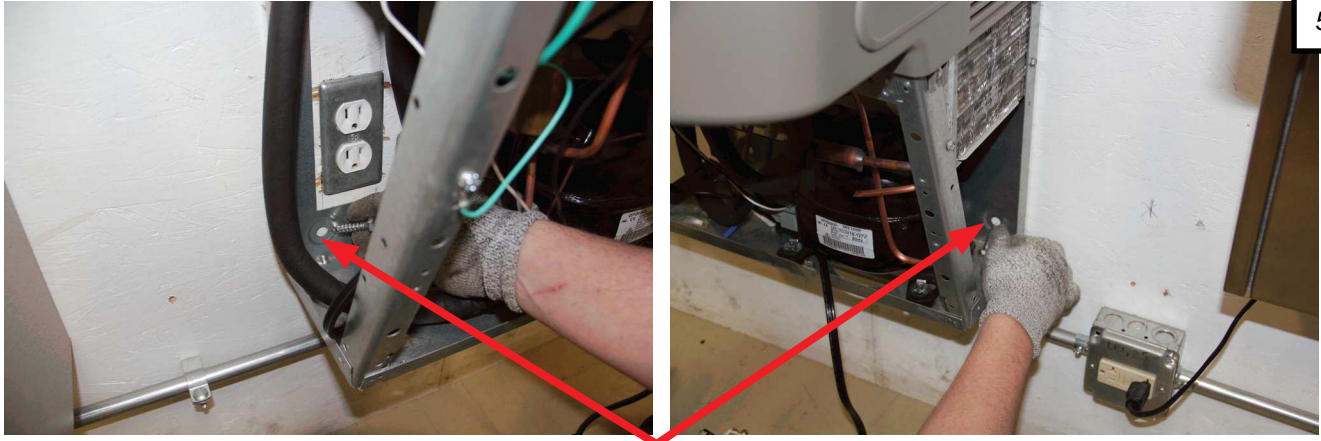
Instructions de changement des filtres

- 1) Sur les modèles non réfrigérés, déposer le capot inférieur en retirant les quatre (4) vis (voir Fig. A, p. 13).
- 2) Fermer l'arrivée d'eau; activer la distribution d'eau pour libérer la pression.
- 3) Tourner le filtre usagé de 1/4 de tour dans le sens inverse des aiguilles d'une montre pour le détacher de la tête de filtre.
- 4) Retirer le capuchon du filtre neuf et l'utiliser pour reboucher le filtre usagé.
- 5) Insérer le filtre neuf dans la tête de filtre existante et le tourner à fond dans le sens des aiguilles d'une montre. Vérifier que l'étiquette est sur l'avant et peut être lue une fois le filtre installé (voir Fig. 16, p. 19).
- 6) Ouvrir l'arrivée d'eau et faire couler un minimum de 8 litres (2 gallons) d'eau à travers le filtre pour purger l'air et les fines particules de carbone du filtre. Laisser aussi l'eau couler à travers la remplisseuse de bouteille.

Remarque : Le voyant d'état du filtre se réinitialise automatiquement lorsqu'un filtre neuf est installé.

Mode d'accès à la touche de programmation

- 1) Supprimer (2) vis de fixation du couvercle supérieur de bouteille de remplissage à l'aide de 5/32" clé Allen.
- 2) Glissez le remplissage de la bouteille jusqu'à ce que les crochets de la plaque arrière se désengager du corps. Remarque : Ne débranchez pas le câblage ou la plomberie.
- 3) Inclinez l'appareil vers l'avant, le bouton de programmation se trouve sur le dessus de la carte de circuit derrière l'affichage de graphiques.



Secure cooler frame to wall by installing (2) screws and washers (not supplied).
 Para fijar la estructura del bebedero a la pared, instale (2) tornillos y arandelas (no se proporcionan).
 Fixer le bâti de la fontaine à eau fraîche au mur à l'aide de deux (2) vis et rondelles (non fournies).

FIG. 5

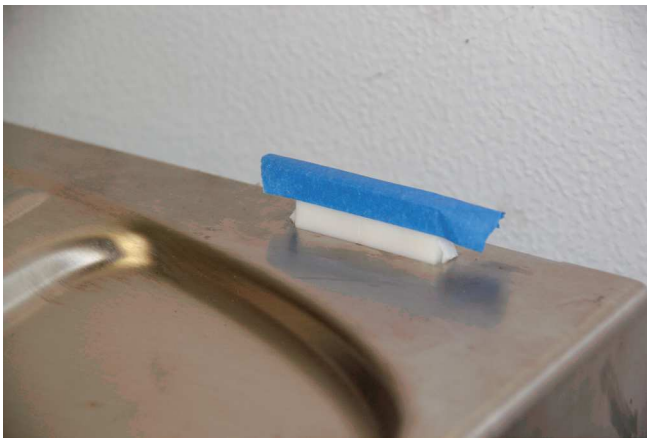
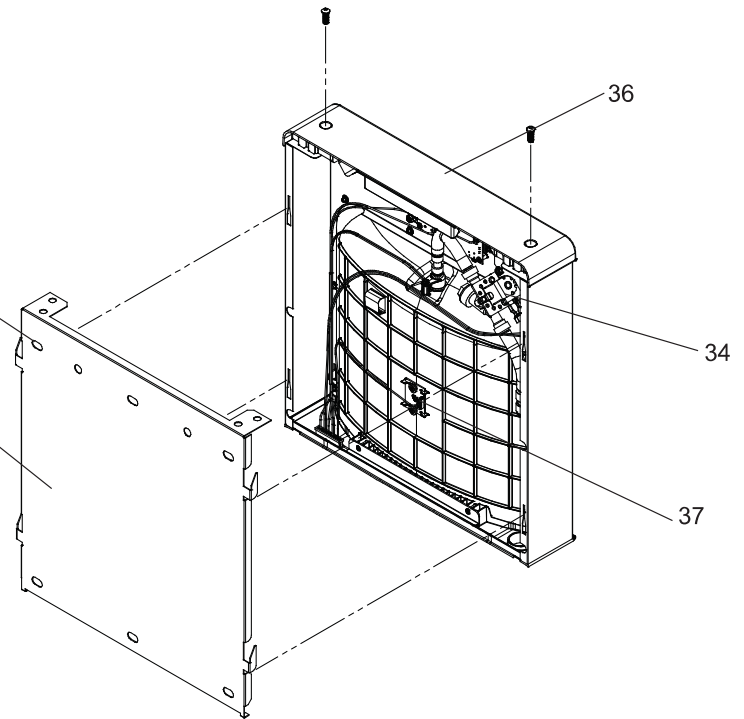


FIG. 6

MOUNTING BOLT HOLES (6)
 ORIFICIOS PARA PERNOS DE MONTAJE (6)
 TROUS DE VIS DE FIXATION (6)

WALL MOUNTING PLATE
 PLACA DE MONTAJE DE PARED
 PLAQUE DE FIXATION MURALE



BOTTLE FILLING UNIT
 UNIDAD LLENADORA DE BOTELLAS
 REMPLISSEUSE DE BOUTEILLE

Fig. 7



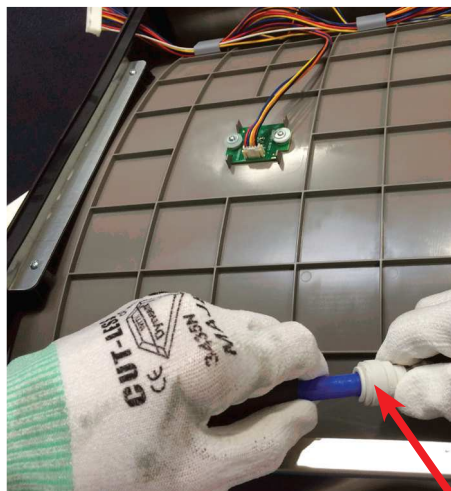
Fig. 8



Fig. 9

BRACKET & SCREWS
SOPORTE Y TORNILLOS
SUPPORT ET VIS

BOTTLE FILLER PLUMBING CONNECTIONS
CONEXIONES DE PLOMERÍA DE LA LLENADORA DE BOTELLAS
RACCORDEMENTS DE TUYAUTERIE DE LA REMPLISSEUSE DE BOUTEILLE

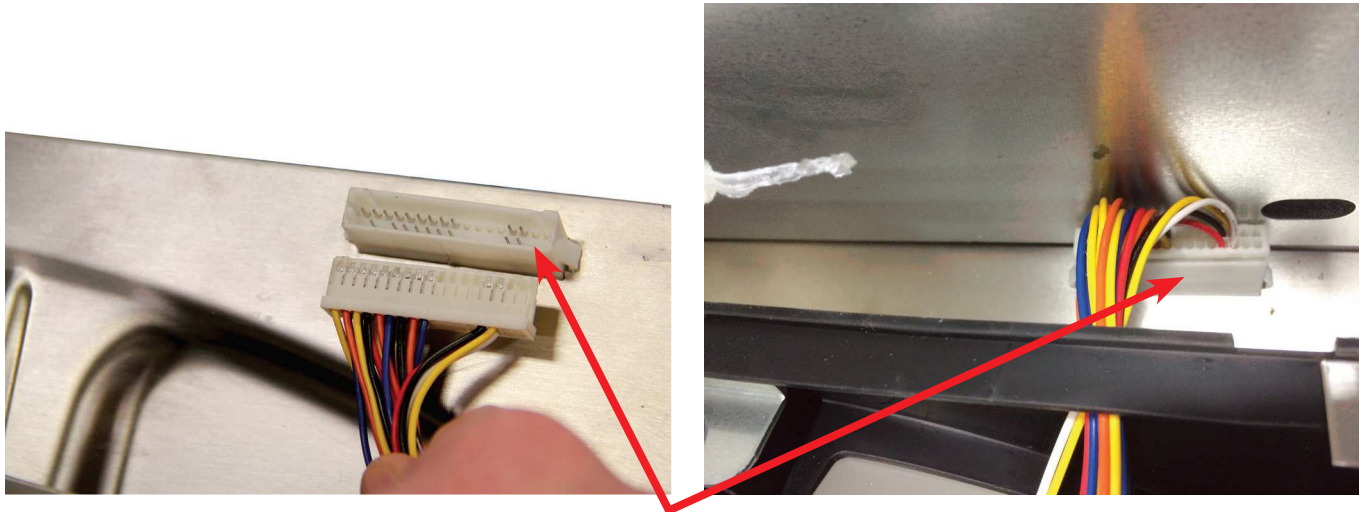


Push 3/8 inch water line up through basin hole and hole in gasket.
Pase la tubería de agua de 3/8" a través del orificio de la tarja y del
orificio en la empaquetadura.
Tirer la conduite d'eau de 3/8 po à travers le trou de la fontaine et
le joint.

Connect 3/8 inch water line to White Connector.
Conecte la tubería de agua de 3/8" en el conector blanco.
Raccorder la conduite d'eau de 3/8 po au connecteur blanc.

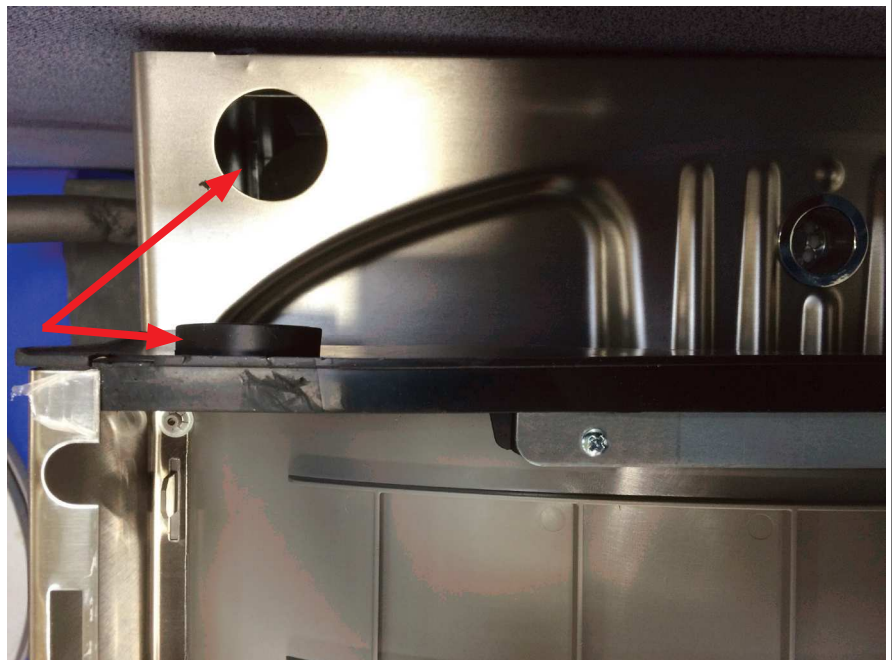
Fig. 10

BOTTLE FILLER ELECTRICAL CONNECTIONS
CONEXIONES ELÉCTRICAS DE LA LLENADORA DE BOTELLAS
RACCORDMENTS ÉLECTRIQUES DE LA REMPLISSEUSE DE BOUTEILLE



Connect wiring harness to the top of Cooler. Ensure all pins line up.
 Conecte el haz de cables en la parte superior del bebedero. Asegúrese de que todas las clavijas estén alineadas.
 Raccorder le faisceau de câbles au sommet de la fontaine à eau fraîche. Vérifier le bon alignement de toutes broches.

Fig. 11



Make sure round boss in gasket fits in hole of basin.
 Asegúrese de que la saliente redonda de la empaquetadura encaje en el orificio de la tarja.
 Vérifier que le bossage rond du joint s'engage dans l'orifice de la fontaine.

Fig. 12

115V Refrigerated Wiring Diagram with Alpha/Numeric Display

Diagrama de cableado de modelo refrigerado de 115 V
con pantalla alfanumérica

Schéma de câblage du modèle réfrigéré de 115 V
à affichage alphanumérique

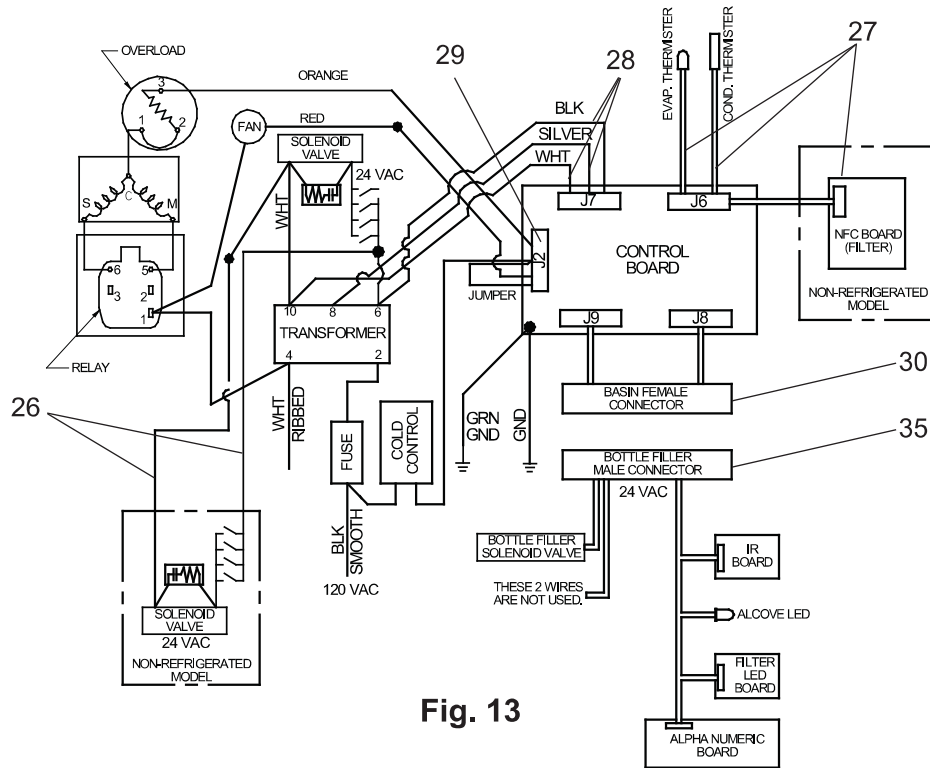
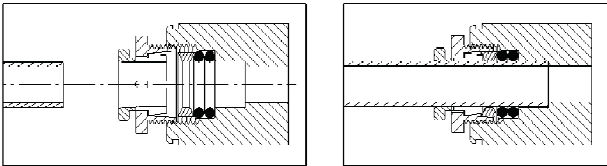


Fig. 13

Superseal Fitting Assembly

Montaje del conector Superseal
Assemblage du raccord Superseal



Note: Screw the locknut hand tight to seal

Nota: Atornille la contratuerca con la mano para sellar

Remarque : Serrer le contre-écrou à la main pour assurer l'étanchéité

Fig. 14

OPERATION OF QUICK CONNECT FITTINGS FUNCIONAMIENTO DE LOS CONECTORES DE CONEXIÓN RÁPIDA FONCTIONNEMENT DES RACCORDS RAPIDES

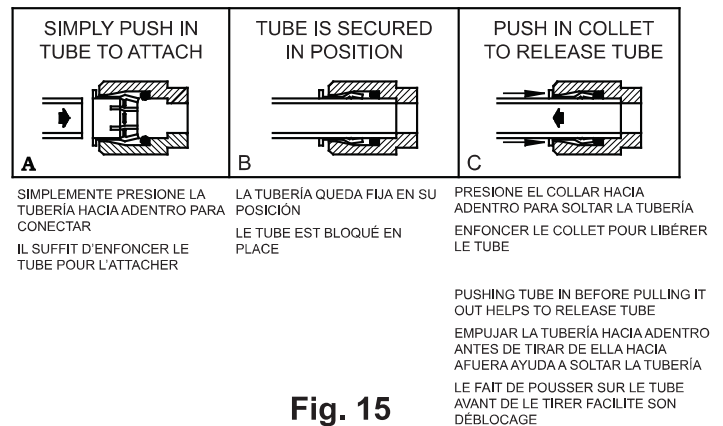


Fig. 15

INSTRUCTIONS TO MOVE THE BOTTLE FILLER & BASIN TO THE LEFT SIDE (NON-REFRIGERATED) FOR ALTERNATE MOUNTING VERSATILE BI-LEVEL

INSTRUCCIONES PARA MOVER LA LLENADORA DE BOTELLAS Y LA TARJA HACIA EL LADO IZQUIERDO
(NO REFRIGERADO) PARA REALIZAR UN MONTAJE ALTERNATIVO Y VERSÁTIL DE DOS NIVELES
DÉPLACEMENT DE LA REMPLISSEUSE DE BOUTEILLE ET DE LA FONTAINE VERS LE CÔTÉ GAUCHE
(NON RÉFRIGÉRÉ) DANS UNE AUTRE CONFIGURATION BI-NIVEAU

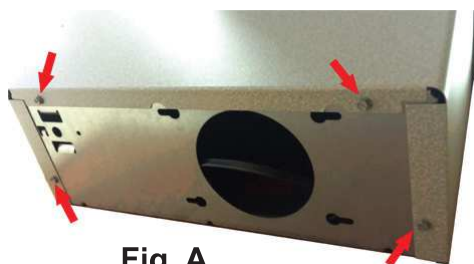


Fig. A

Using a 5/16" socket, remove the (4) screws from the bottom of each cooler to remove the wrappers.

Con una llave de 5/16", retire los (4) tornillos de la parte inferior de cada bebedero para retirar los revestimientos.

À l'aide d'une douille de 5/16 po, retirer les quatre (4) vis du dessous de chaque fontaine à eau pour déposer les enveloppes.

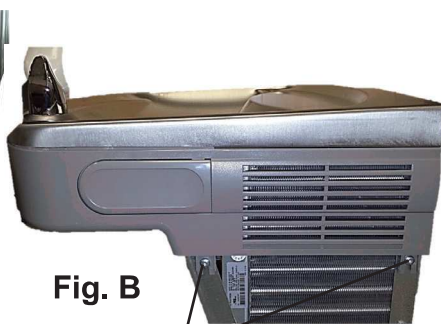


Fig. B

Using a #T20 (6 point star bit), loosen the shroud screws. Both sides, both coolers.

Con un n.º T20 (broca de estrella de 6 puntas), suelte los tornillos del recubrimiento. A ambos lados, para ambos bebederos.

À l'aide d'un tournevis T20 (embout étoile 6 pointes), desserrer les vis de carénage des deux côtés, sur les deux fontaines à eau.



ONLY move the filler panel and j-clip to the refrigerated (right) side if right side will be mounted "high".

SOLO mueva el panel y los sujetadores en J de la llenadora hacia el lado refrigerado (derecho) si el lado derecho se va a montar "alto".

Déplacer UNIQUEMENT le panneau de remplisseuse et le clip en j vers le côté réfrigéré (droit) si le côté droit doit être en position haute.

Refrigerated Cooler side:

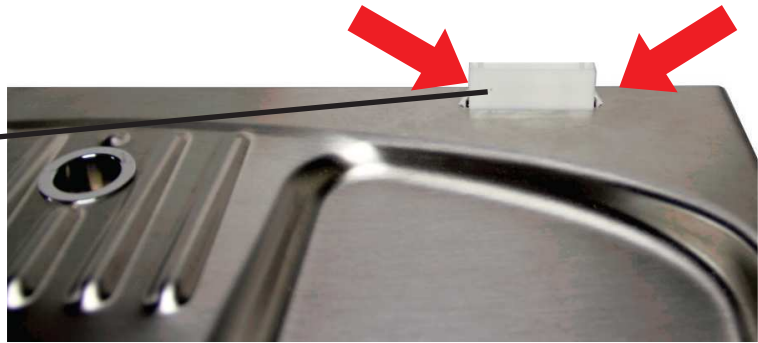
Before removing the shroud/basin assembly press the tabs on the panel mount connector and push it down through the basin.

Lado del bebedero refrigerado:

Antes de retirar el conjunto de recubrimiento y tarja, presione las lengüetas en el conector de montaje del panel y empujelas hacia abajo a través de la tarja.

Côté fontaine à eau réfrigérée :

Avant de déposer l'ensemble carénage/cuve, enfoncez les pattes sur le connecteur de panneau et l'enfoncer vers le bas à travers la cuve.

**Refrigerated and Non-Refrigerated Cooler sides:**

Carefully lift and tip the shroud/basin assembly off of the cooler frame.

Only disconnect the (2) black wires coming from the shroud assembly that go to the solenoid valve and the harness wire with capped extension.

Disconnect the water line at the solenoid valve. Reference (Fig. 15, pg.12) for the operation of the quick connect fittings.

Lado del bebedero refrigerado:

Levante con cuidado e inclinar el ensamblaje de la cubierta / lavabo fuera del marco más fresco.

Sólo desconectar los cables (2) negros procedentes del ensamblaje de la cubierta que va a la válvula de solenoide y el mazo de conductores con extensión tapado.

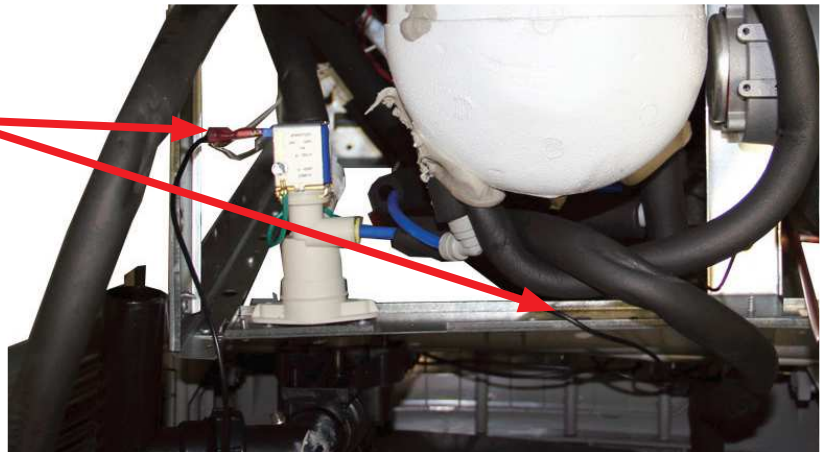
Desconecte la línea de agua en la válvula de solenoide. Referencia (Fig. 15, pg.12) para el funcionamiento de los accesorios de conexión rápida.

Côté fontaine à eau réfrigérée :

Soulevez délicatement et versez l'ensemble carénage / bassin hors du cadre refroidisseur.

déconnecter seulement les (2) fils noirs provenant de l'ensemble de carénage qui vont à l'électrovanne et le faisceau de câblage avec l'extension plafonné.

Débrancher la ligne d'eau à l'électrovanne. Référence (Fig. 15, pg.12) pour le fonctionnement des raccords rapides.

**Swap drain parts in shroud:**

Loosen each hose clamp retaining the drain pieces.

Remove each drain piece and swap to other basin.

Tighten each hose clamp.

Cambie las piezas del desagüe en el recubrimiento:

Suelte la abrazadera de cada manguera que sujeta las piezas del desagüe.

Retire la pieza de cada desagüe y cámbiela a otra tarja.

Apriete la abrazadera de cada manguera.

Échanger les pièces d'écoulement dans le carénage :

Desserrer tous les colliers de serrage des pièces de l'écoulement.

Déposer toutes les pièces de l'écoulement et les remonter sur l'autre cuve.

Resserrer tous les colliers de serrage.



Refrigerated Cooler side:

Before replacing the shroud/basin assembly, route the panel mount harness wires behind the top of the evaporator and out the left side of the refrigerated cooler. Verify that the wires are NOT loose and in the fan blade.

Carefully tip the shroud basins assembly toward the cooler frame.

Connect one of the basin assembly black wires to the solenoid valve and the other to the harness extension wire.

Reconnect the water line at the solenoid valve.

Reference (Fig. 15, Pg 12) for the operation of the quick connect fittings.

Lado del bebedero refrigerado:

Antes de reemplazar el ensamblaje de la cubierta / cuenca, monte ruta del panel de cables del arnés detrás de la parte superior del evaporador y fuera del lado izquierdo del enfriador refrigerado. Compruebe que los cables no estén sueltos y en el aspa del ventilador.

Incline con cuidado el conjunto de cuencas envuelta hacia el armazón más fresco.

Conectar uno de los cables negros de montaje cuenca a la válvula de solenoide y el otro al cable de extensión arnés.

Vuelva a conectar la línea de agua en la válvula de solenoide.

Referencia (Fig. 15, Pg 12) para el funcionamiento de los accesorios de conexión rápida.

Côté fontaine à eau réfrigérée :

Avant de remplacer l'assemblage du protecteur / bassin, route du montage sur panneau fils harnais derrière le haut de l'évaporateur et sur le côté gauche de la fontaine réfrigérée. Vérifiez que les câbles ne sont pas lâches et la pale de ventilateur.

Pencher attentivement l'ensemble des bassins de carénage vers le cadre refroidisseur.

Branchez une de l'ensemble de bassin fils noirs à l'électrovanne et l'autre au fil d'extension du harnais

Rebranchez la ligne d'eau à l'électrovanne.

Référence (Fig. 15, p 12) pour le fonctionnement des raccords rapides..

Non-Refrigerated Cooler side:

Connect one of the basin assembly black wires to the solenoid valve and the other to the harness extension wire.

Re-connect the water line at the solenoid. Reference (Fig. 15, pg. 12) for the operation of the quick connect fittings.

When both coolers are hanging on the wall, snap the panel mount connector into the basin on the non-refrigerated cooler.

Lado del bebedero no refrigerado:

Conectar uno de los cables negros de montaje cuenca a la válvula de solenoide y el otro al cable de extensión arnés.

Vuelva a conectar la línea de agua en el solenoide. Referencia (Fig. 15, pág. 12) para el funcionamiento de los accesorios de conexión rápida.

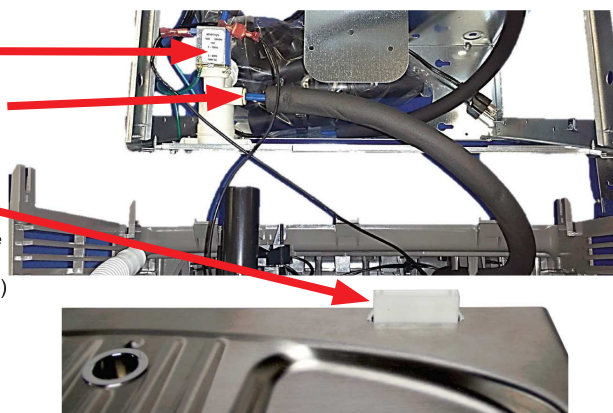
Cuando los dos refrigeradores están colgando en la pared, snap conector de montaje en el panel en la cuenca en el refrigerador no refrigerados

Côté fontaine à eau non réfrigérée :

Branchez une de l'ensemble de bassin fils noirs à l'électrovanne et l'autre au fil d'extension du harnais.

Re-connecter la ligne d'eau à l'électrovanne. Référence (fig. 15, p. 12) pour le fonctionnement des raccords rapides.

Lorsque les deux refroidisseurs sont accrochés sur le mur, enclenchez le montage sur panneau connecteur dans le bassin sur le refroidisseur non réfrigéré.

**Precautions need to be taken when replacing the Basin/shroud assembly:**

- 1) Make sure all wires are inside frames so as not to become pinched.
- 2) Water line coming from bottle filter drain must be pulled down as not to interfere with the fan operation. The fan blade needs to spin freely.

Se deben tomar precauciones cuando reemplace el conjunto de tarja y recubrimiento:

- 1) Asegúrese de que todos los cables vayan por dentro de las estructuras para que no queden apretados.
- 2) La tubería de agua que viene desde el desagüe de la llenadora de botellas se debe colocar hacia abajo para que no interfiera con el funcionamiento del ventilador. Es necesario que el aspa del ventilador de vueltas libremente.

Précautions à prendre lors du remontage de l'ensemble carénage/cuve :

- 1) Vérifier que tous les fils sont à l'intérieur des bâtis pour éviter qu'ils soient pincés.
- 2) La conduite d'eau en provenance de la remplisseuse de bouteille doit être tirée vers le bas afin de ne pas entraver le fonctionnement du ventilateur. Le ventilateur doit pouvoir tourner librement.



Using a #T20 (6 point star bit), tighten the shroud screws. Both sides, both coolers, being careful not to overtighten.

Con un n.º T20 (broca de estrella de 6 puntas), apriete los tornillos del recubrimiento. A ambos lados, para ambos bebederos, teniendo cuidado de no apretar en exceso.

À l'aide d'un tournevis T20 (embout étoile 6 pointes), serrer les vis de carénage des deux côtés, sur les deux fontaines à eau, sans forcer.

INSTALL WRAPPERS & TRIM STRIPS PER PAGE 16
INSTALE LOS REVESTIMIENTOS Y LAS BANDAS DE ACABADO SEGÚN LAS INSTRUCCIONES DE LA PÁGINA 16
POSER LES ENVELOPPES ET BANDES DE GARNITURE COMME INDIQUÉ À LA PAGE 16

SEE PAGE 18 FOR PLUMBING DIAGRAMS
CONSULTE LA PÁGINA 18 PARA CONOCER LOS DIAGRAMAS DE PLOMERÍA
VOIR LES SCHÉMAS DE TUYAUTERIE À LA PAGE 18

Versatile Wrapper and Trim Kit Installation Instructions

Instrucciones de instalación del kit de acabado y del revestimiento

Instructions de pose de la trousse d'enveloppe et garniture polyvalente

Left Hand Wrapper (High Side)

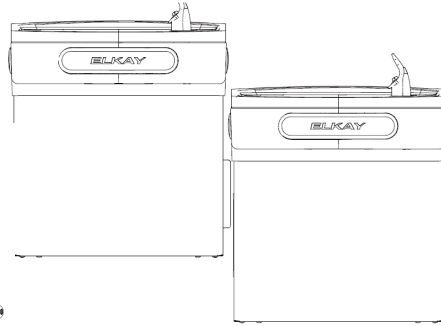
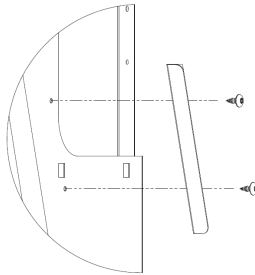
- 1) Remove existing wrapper by removing the (4) screws from bottom.
- 2) Screw trim piece to wrapper with (2) screws (provided)
- 3) Re-install wrapper with (4) screws.
- 4) Dispose of unused cover plate.

Revestimiento del lado izquierdo (Lado alto)

- 1) Retire los (4) tornillos de la parte inferior para retirar el revestimiento existente.
- 2) Atornille la pieza de acabado al revestimiento con los (2) tornillos (proporcionados)
- 3) Vuelva a instalar el revestimiento con los (4) tornillos.
- 4) Deseche la placa de la cubierta que no usa.

Enveloppe gauche (côté haut)

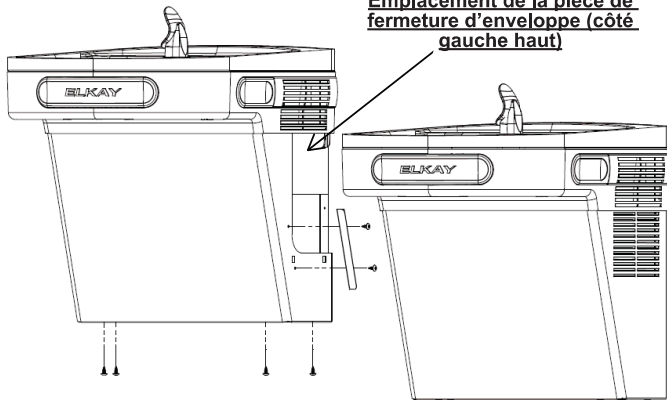
- 1) Retirer les quatre (4) vis du dessous pour déposer l'enveloppe existante.
- 2) Visser la pièce de garniture à l'enveloppe avec deux (2) vis (fournies)
- 3) Remonter l'enveloppe avec quatre (4) vis.
- 4) Jeter la plaque de fermeture inutilisée.



Wrapper Fill Piece Location (Left Side High)

Ubicación de la pieza de llenado del recubrimiento (lado izquierdo alto)

Emplacement de la pièce de fermeture d'enveloppe (côté gauche haut)



Right Hand Wrapper (Low Side)

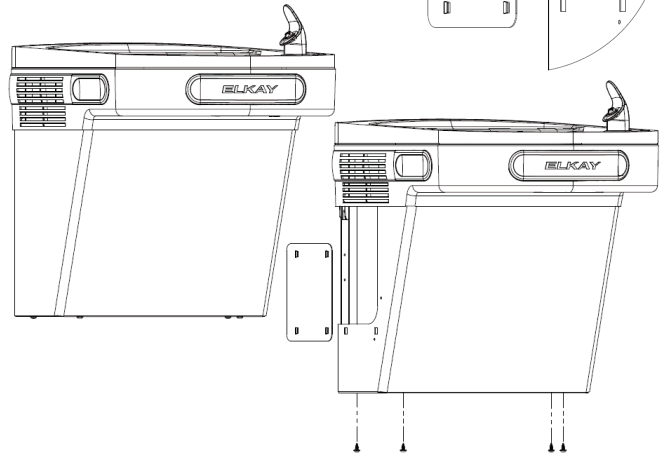
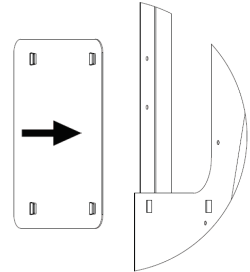
- 1) Remove existing wrapper by removing the (4) screws from bottom.
- 2) Clip cover plate, sliding until plate sits flush with the wall.
- 3) Re-install wrapper with (4) screws.
- 4) Dispose of unused trim piece.

Revestimiento del lado derecho (Lado bajo)

- 1) Retire los (4) tornillos de la parte inferior para retirar el revestimiento existente.
- 2) Sujete la placa de la cubierta, deslizándola hasta que quede alineada con la pared.
- 3) Vuelva a instalar el revestimiento con los (4) tornillos.
- 4) Deseche la pieza de acabado que no usa.

Enveloppe droite (côté gauche)

- 1) Retirer les quatre (4) vis du dessous pour déposer l'enveloppe existante.
- 2) Encliqueter la plaque de fermeture, en la glissant jusqu'au ras du mur.
- 3) Remonter l'enveloppe avec quatre (4) vis.
- 4) Jeter la pièce de garniture inutilisée.



Left Hand Wrapper (Low Side)

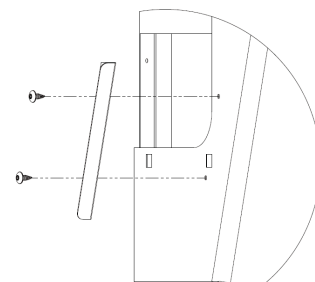
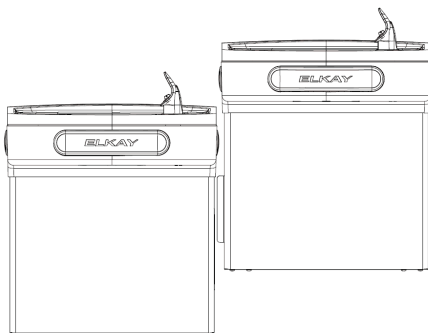
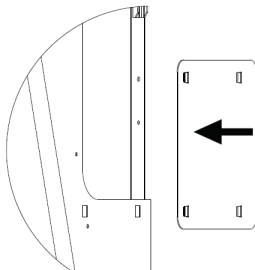
- 1) Remove existing wrapper by removing the (4) screws from bottom.
- 2) Clip cover plate, sliding until plate sits flush with the wall.
- 3) Re-install wrapper with (4) screws.
- 4) Dispose of unused trim piece.

Revestimiento del lado izquierdo (Lado bajo)

- 1) Retire los (4) tornillos de la parte inferior para retirar el revestimiento existente.
- 2) Sujete la placa de la cubierta, deslizándola hasta que quede alineada con la pared.
- 3) Vuelva a instalar el revestimiento con los (4) tornillos.
- 4) Deseche la pieza de acabado que no usa.

Enveloppe gauche (côté bas)

- 1) Retirer les quatre (4) vis du dessous pour déposer l'enveloppe existante.
- 2) Encliqueter la plaque de fermeture, en la glissant jusqu'au ras du mur.
- 3) Remonter l'enveloppe avec quatre (4) vis.
- 4) Jeter la pièce de garniture inutilisée.

**Right Hand Wrapper (High Side)**

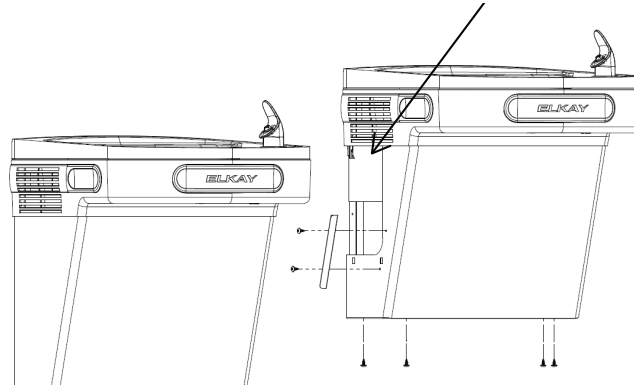
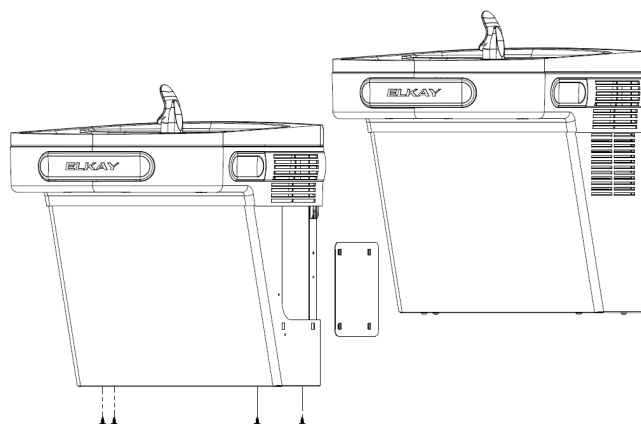
- 1) Remove existing wrapper by removing the (4) screws from bottom.
- 2) Screw trim piece to wrapper with (2) screws (provided)
- 3) Re-install wrapper with (4) screws.
- 4) Dispose of unused cover plate.

Revestimiento del lado derecho (Lado alto)

- 1) Retire los (4) tornillos de la parte inferior para retirar el revestimiento existente.
- 2) Atornille la pieza de acabado al revestimiento con los (2) tornillos (proporcionados)
- 3) Vuelva a instalar el revestimiento con los (4) tornillos.
- 4) Deseche la placa de la cubierta que no usa.

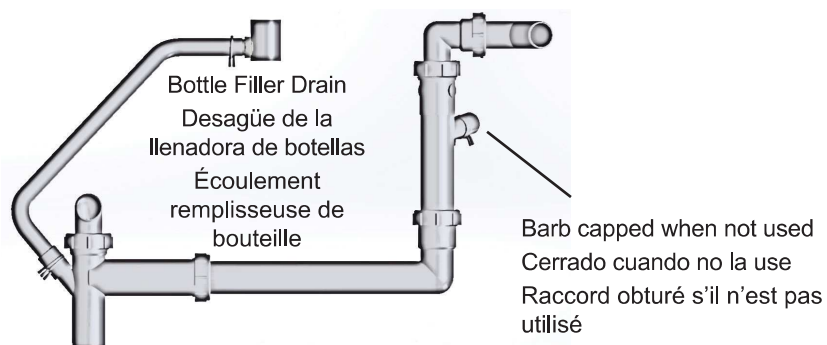
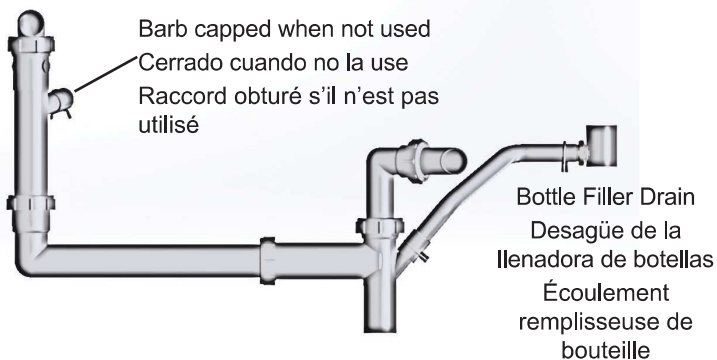
Enveloppe droite (côté haut)

- 1) Retirer les quatre (4) vis du dessous pour déposer l'enveloppe existante.
- 2) Visser la pièce de garniture à l'enveloppe avec deux (2) vis (fournies)
- 3) Remonter l'enveloppe avec quatre (4) vis.
- 4) Jeter la plaque de fermeture inutilisée.

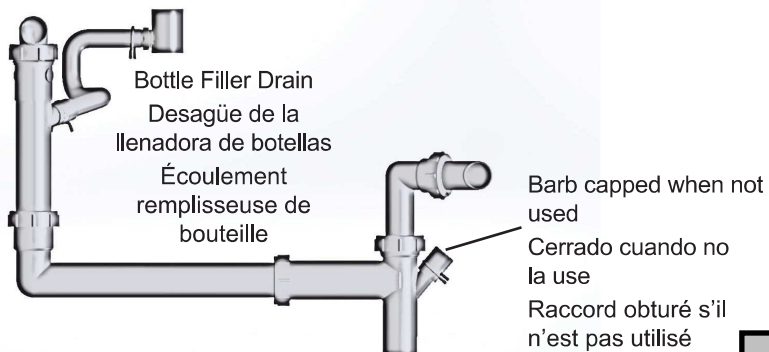
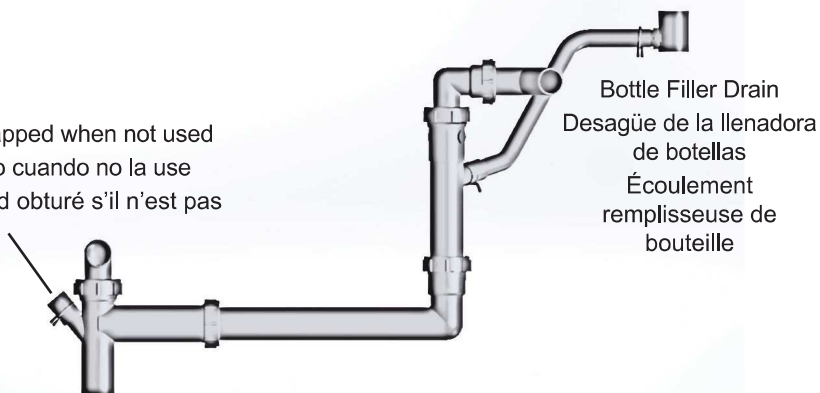
**Wrapper Fill
Piece Location
(Right Side High)****Ubicación de la pieza de
llenado del recubrimiento
(lado derecho alto)****Emplacement de la pièce
de fermeture d'enveloppe
(côté droit haut)**

PLUMBING DIAGRAMS / DIAGRAMAS DE PLOMERÍA / SCHÉMAS DE TUYAUTERIE
VERSATILE BI-LEVEL / VERSÁTIL DE DOS NIVELES / POLYVALENT BI-NIVEAU

5.



Barb capped when not used
 Cerrado cuando no la use
 Raccord obturé s'il n'est pas utilisé



187



Fig. 16

**Reference for Step 5
(Filter label location)**

Referencia para el paso 5 (Ubicación de la etiqueta de filtro)
Référence à l'étape 5 (Emplacement de l'Etiquette filtre)

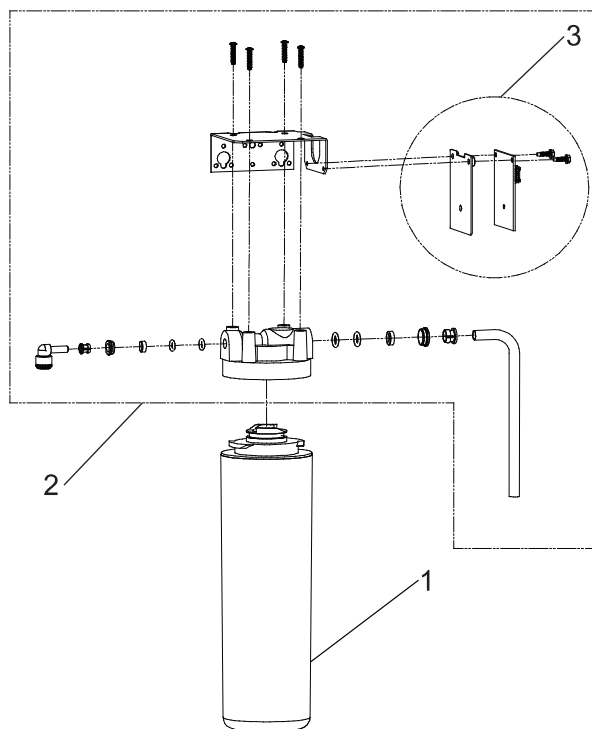
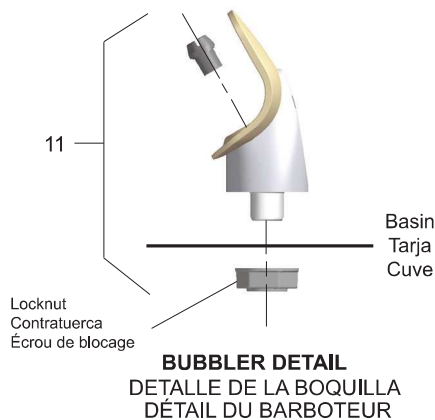


Fig. 17

WATERSENTRY® Filter Detail
Detalle del filtro WATERSENTRY®
Détail du filtre WATERSENTRY®

WATERSENTRY® FILTER PARTS LIST (See Fig. 17)			LISTA DE PIEZAS DEL FILTRO WATERSENTRY® (Vea la Fig. 17)		LISTE DES PIÈCES DU FILTRE WATERSENTRY® (voir Fig. 17)	
ITEM NO.	PART NO.	DESCRIPTION	DESCRIPCIÓN		DESCRIPTION	
1	51300C	Filter Assy - 3000 Gal.	Conj. de filtro, 11.350 L (3.000 gal)		Filtre - 11 350 l (3 000 gal)	
2	1000002030	Kit - Filter Head Fittings includes John Guest Fittings & 3/8" Elbow	Kit: Los conectores del cabezal del filtro incluyen conectores John Guest y soporte y tornillos de filtro para codo de 3/8"		Trousse raccords de tête de filtre - comprend raccords John Guest et coude de 3/8 po	
3	1000002443	Filter Bracket/Screws Kit - NFC Board/Cover	Kit: Panel NFC y cubierta		Support de filtre/vis Trousse - Carte NFC/capot	

5.



BUBBLER DETAIL
DETALLE DE LA BOQUILLA
DÉTAIL DU BARBOTEUR

Fig. 18

NOTE:

When installing replacement bubbler and pedestal, tighten nut only to hold parts snug in position. Do Not Overtighten.

NOTA:

Cuando instale la boquilla y el pedestal de repuesto, apriete la tuerca solo para ajustar las piezas en posición. No apriete en exceso.

REMARQUE:

Lors de la pose d'un socle et barboteur de rechange, serrer l'écrou juste assez pour tenir les pièces fermement en place. Ne pas forcer.

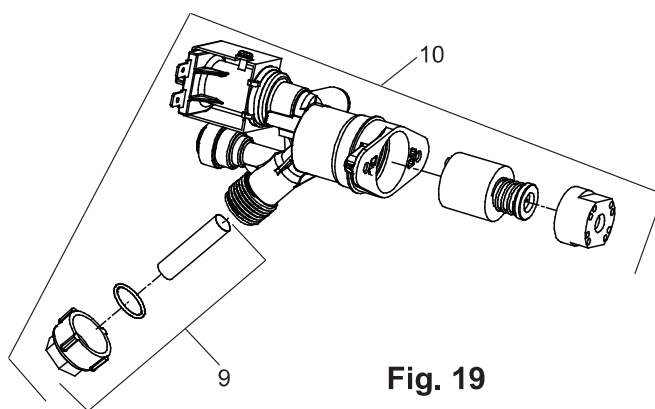


Fig. 19

Cleaning the strainer

To clean the strainer, unscrew the cap of the solenoid valve. Remove screen and rinse thoroughly with water. Insert screen back into solenoid valve and screw cap on. Make sure the o-ring is placed properly.

Limpieza del cedazo

Para limpiar el cedazo, destornille la tapa de la válvula de solenoide. Retire la rejilla y enjuague a fondo con agua. Vuelva a insertar la rejilla en la válvula de solenoide y atornille la tapa. Asegúrese de que la junta tórica esté instalada correctamente.

Nettoyage du filtre à tamis

Pour nettoyer le filtre à tamis, dévisser le capuchon de l'électrovanne. Déposer le tamis et bien le rincer à l'eau. Remettre le tamis en place dans l'électrovanne et revisser le capuchon. Vérifier que le joint torique est en position correcte.

Service Instructions

Lower and Upper Shroud

To access the refrigeration system and plumbing connections, remove four screws from bottom of cooler to remove the lower shroud. To remove the upper shroud for access to the pushbars, regulator, solenoid valve or other components located in the top of the unit, remove lower shroud, disconnect drain, remove four screws from tabs along lower edge of upper shroud, unplug two wires and water tube.

Bubbler

To remove the bubbler, first disconnect the power supply. The underside of the bubbler can be reached through the access panel on the underside of the upper shroud. Remove the access panel by removing the retaining screw. To remove the bubbler, loosen locknut from the underside of the bubbler and remove the tubing from the quick connect fitting per the Operation Of Quick Connect Fittings section in the General Instructions. After servicing, replace the access panel and retaining screw.

Switches Behind the Push Bar

The regulator in an EZ cooler is always held fully open by the use of a single regulator nut (See Fig. 20, Pg 20). Water is not dispensed until the pushbar is depressed to activate a switch which then opens a solenoid valve.

Single bar units will have the same wiring as side push bar units but will not have the extra leads attached to sidebars.

To remove sidebars, from the inside compress the flared tabs and pull out carefully. To reinstall side pushbars, the front of the pushbar is inserted first. While keeping the switch depressed, snap the rear of the pushbar into position.

Instrucciones de mantenimiento

Recubrimiento inferior y superior

Para acceder al sistema de refrigeración y a las conexiones de plomería, retire los cuatro tornillos de la parte inferior del bebedero para retirar el recubrimiento inferior. Para retirar el recubrimiento superior y acceder a las barras de empuje, al regulador, a la válvula de solenoide o a otros componentes ubicados en la parte superior de la unidad, retire el recubrimiento inferior, desconecte el desagüe, retire los cuatro tornillos de las lengüetas a lo largo del borde inferior del recubrimiento superior, desconecte los dos cables y la tubería de agua.

Boquilla

Para retirar la boquilla, primero desconecte el suministro de energía. Se puede alcanzar la parte inferior de la boquilla a través del panel de acceso en el lado inferior del recubrimiento superior. Para retirar el panel de acceso, retire el tornillo de retención. Para retirar la boquilla, suelte la contratuerca de la parte inferior de la boquilla y retire la tubería del conector de conexión rápida de acuerdo con la sección Funcionamiento de los conectores de conexión rápida en las instrucciones generales. Después de realizar mantenimiento, vuelva a colocar el panel de acceso y el tornillo de retención.

Interruptores detrás de la barra de empuje

El regulador de un bebedero EZ se mantiene siempre completamente abierto mediante el uso de una tuerca reguladora simple (consulte la Fig. 20, pág. 20). El agua no se dispensa hasta que se presiona la barra de empuje para activar un interruptor, el cual luego abre una válvula de solenoide.

Las unidades de una sola barra tienen el mismo cableado que las unidades con barra de empuje lateral, pero no tienen los conductores adicionales conectados a las barras laterales.

Para retirar las barras laterales, desde el interior comprima las lengüetas acampanadas y sáquelas con cuidado. Para volver a instalar las barras de empuje laterales, primero se inserta la parte delantera de la barra de empuje. Mientras mantiene el interruptor presionado, encaje la parte posterior de la barra de empuje en su posición.

Instructions d'entretien

Carénage supérieur et inférieur

Pour accéder au système de réfrigération et aux raccordements de tuyauterie, retirer les quatre vis du dessous de la fontaine à eau fraîche pour déposer le carénage inférieur. Pour déposer le carénage supérieur et accéder aux poussoirs, au régulateur, à l'électrovanne et aux autres composants installés dans la partie haute de l'appareil, déposer le carénage inférieur, débrancher l'écoulement de vidange, retirer les quatre vis des pattes le long du rebord inférieur du carénage supérieur, débrancher les deux fils et le tube à eau.

Barboteur

Pour déposer le barboteur, débrancher d'abord l'alimentation électrique. Le dessous du barboteur est accessible par le panneau d'accès situé sur le dessous du carénage supérieur. Retirer la vis de fixation pour déposer le panneau d'accès. Pour déposer le barboteur, desserrer l'écrou de blocage du dessous du barboteur et retirer le tube du raccord rapide conformément aux instructions de la section Fonctionnement des raccords rapides dans les instructions générales. Après l'intervention, remonter le panneau d'accès et la vis de fixation.

Interrupteurs derrière le poussoir

Le régulateur dans une fontaine à eau fraîche EZ est toujours maintenu complètement ouvert au moyen d'un écrou de régulateur unique (voir Fig. 20, p. 20). L'eau s'écoule lorsque le poussoir est enfoncé pour actionner un interrupteur qui commande alors l'ouverture d'une électrovanne.

Les modèles à poussoir unique comportent le même câblage que les modèles à poussoirs latéraux mais sans les fils supplémentaires raccordés aux poussoirs latéraux.

Pour déposer les poussoirs latéraux, comprimer les pattes évasées depuis l'intérieur et extraire avec précaution. Pour remonter les poussoirs latéraux, remettre d'abord le poussoir frontal en place. Tout en maintenant l'interrupteur enfoncé, encliquer le poussoir latéral en place.

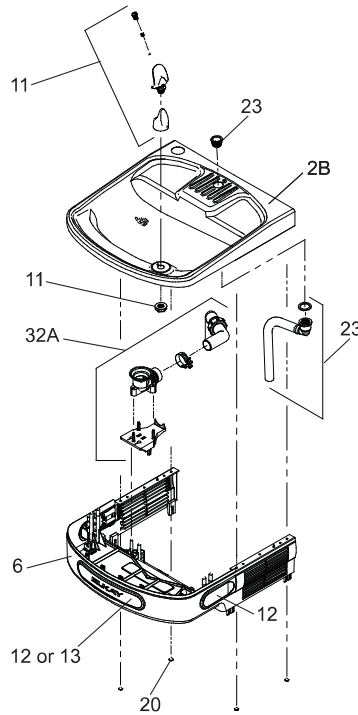


Fig. 20

Cleaning

Stainless Steel

- General cleaning: use an ordinary mild detergent and soft cloth, rinse and towel dry.
- Steel soap pads should never be used; particles can adhere to a stainless steel basin surface and will eventually rust.
- Light scratches are normal for stainless steel basins; over time they will blend into the uniform finish pattern.

Plastic Components

- General cleaning: use an ordinary mild detergent and soft cloth, rinse and towel dry.
- Wiping the surface clean to remove debris or build up will not hurt the antimicrobial properties.

Limpieza

Acero inoxidable

- Limpieza general: Use un detergente común suave y un paño suave, enjuague y seque con una toalla.
- Nunca se deben usar almohadillas de acero con jabón; las partículas se pueden adherir a la superficie de acero inoxidable de la tarja y finalmente se oxidarán.
- Las rayas ligeras son normales en las tarjas de acero inoxidable; con el tiempo, se mezclarán en un patrón de acabado uniforme.

Componentes de plástico

- Limpieza general: Use un detergente común suave y un paño suave, enjuague y seque con una toalla.
- Limpiar la superficie con un paño para retirar desechos o acumulaciones no afectará las propiedades antimicrobianas.

Nettoyage

Acier inoxydable

- Nettoyage général : utiliser un détergent doux ordinaire et un chiffon doux, rincer et sécher avec une serviette.
- Ne jamais utiliser de tampon savonneux en laine d'acier; des particules peuvent adhérer à la surface de la cuve en acier inoxydable et rouiller avec le temps.
- Les rayures légères sont normales sur les cuves en acier inoxydable ; avec le temps, elles finiront par former un motif de finition uniforme.

Pièces en plastique

- Nettoyage général : utiliser un détergent doux ordinaire et un chiffon doux, rincer et sécher avec une serviette.
- Le fait d'essuyer la surface pour éliminer les saletés ou les dépôts n'altère pas les propriétés antimicrobiennes.

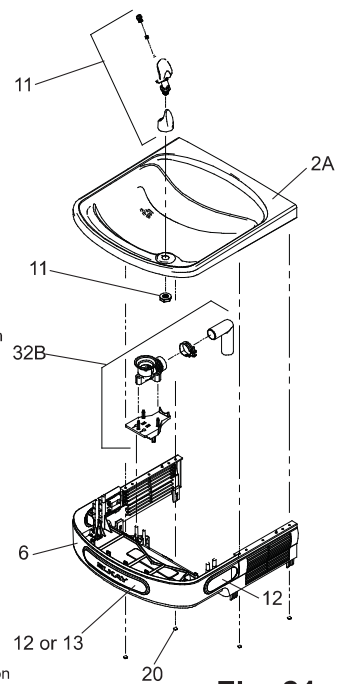


Fig. 21

Programming Instruction

Depress button for 3 seconds to activate main menu - release									
Cycles through main menu items 2 seconds each for 3 cycles then exits menu unless selected.									
Cycles through sub menu items 2 seconds each for 3 cycles then returns to main menu unless selected.									
Selections are saved and exits menu when idle for 10 seconds									
Top Level Menu	Action	Sub Menu 1	Action	Sub Menu/Action	Action	Sub Menu/Action	Action	Notes	End Action
Set Day/Time	Momentary								Drops to next level menu when selected
		Day (Sunday - Saturday)	Momentary					Flash days of week on display waiting for signal of selection, 3 cycles through days and display goes back to default.	Drops to next level menu when selected
		Hour (12 Hour)	Momentary					Scroll hours from 1-12, 3 cycles through hours and display goes back to default.	Drops to next level menu when selected
		Minute (0-60 in 5min increments)	Momentary					Scroll minutes from 0-60 in 5 minute increments, 3 cycles through minutes and display goes back to default.	Drops to next level menu when selected
		AM/PM	Momentary					Scroll AM and PM, 3 cycles through AM/PM and display goes back to default.	Returns to main menu
Filter Unit?	Momentary								
		No	Momentary	Turn off filter status and errors				No filter unit - LED board not used - Graphics Display does not show status - Error codes related to filter turned off.	Returns to main menu
		Yes	Momentary	Turn on filter status and errors				Filter unit has default config on - default config has read/write to filter, LED or Graphics stat display, filter error capability.	Returns to main menu
Refrigeration Unit?									
		No	Momentary	Turn off all refrigeration controls				Refrigeration off	Returns to main menu
		Yes	Momentary	Set unit to operate as refrigerated unit				Refrigeration on	Returns to main menu
Flow Rate?									
		High	Momentary	Set Water Rate 1.5 Gall/Min				Set water rate setting to 1.5gall/min.	Returns to main menu
		Low	Momentary	Set Water Rate 1.1 Gall/min				Set water rate setting to 1.1gall/min.	Returns to main menu
Water Temperature	Momentary								
		Cold	Momentary	Set to "Cold" Temperature				Approx 58° F	Returns to main menu
		Colder	Momentary	Set to Default Temperature				Approx 54° F	Returns to main menu
		Coldest	Momentary	Set to defined "Coldest" Temperature				Approx 50° F	Returns to main menu
Backlight Setting	Momentary	Set Backlight/Above light in idle mode	Momentary					Backlight settings are: 1=25%, 2=50%, 3=75% and 4=100%	Returns to main menu
				1 (= 25%)	Momentary				Returns to main menu
				2 (=50%)	Momentary				Returns to main menu
				3 (=75%)	Momentary				Returns to main menu
				4 (=100%)	Momentary				Returns to main menu
Energy Save Mode	Momentary								
		Off	Momentary	Default operation				Unit runs with control board controlled refrigeration on always.	Returns to main menu
		On	Momentary	Set Energy Save Schedule				Unit refrigeration is shut off based on schedule.	Drops to next level menu when selected
								Weekdays (Monday - Friday) schedule settings	Drops to next level menu when selected
							Momentary	Select Time on	Drops to next level menu when selected
							Momentary	Select Time off	Drops to next level menu when selected
							Momentary	Select Time on	Drops to next level menu when selected
							Momentary	Select Time off	Drops to next level menu when selected
							Momentary	Select Time on	Drops to next level menu when selected
							Momentary	Select Time off	Drops to next level menu when selected
View Error Codes	Momentary	Flashes Error Codes						2 seconds each / 3 cycles through codes	Returns to main menu
Error Codes	Momentary	Are you sure?	Momentary	Yes - Clear error modes				Clears all error codes in control board memory.	Exit Menu

Instrucción de programación

ENLZSTL8WS_1F

Presione el botón durante 3 segundos para activar el menú principal: suelte.									
Alternar a través de los elementos del menú principal por 2 segundos cada uno durante 3 ciclos, luego sale del menú a menos que se seleccione alguno.									
Alternar a través de los elementos del submenú principal por 2 segundos cada uno durante 3 ciclos, luego vuelve al menú principal a menos que se seleccione alguno.									
Las selecciones se guardan y se sale del menú cuando está inactivo durante 10 segundos.									
Set Day/Time (Ajustar día y hora)	Menú de nivel superior	Acción	Submenú 1	Acción	Submenú/Acción	Acción	Submenú/Acción	Notas	Acción final
	Momentánea								Pasa al menú del nivel siguiente cuando se seleccione
			Día (sábado - domingo)	Momentánea				Los días de la semana parpadean en la pantalla a la espera de una señal de selección; 3 ciclos a través de los días y la pantalla volverá al valor predeterminado.	Pasa al menú del nivel siguiente cuando se seleccione
			Hora (12 horas)	Momentánea				Desplácese por las horas de 1 a 12. 3 ciclos a través de las horas y la pantalla vuelve a predeterminado.	Pasa al menú del nivel siguiente cuando se seleccione
			Minuto (0 a 60 en incrementos de 5 min)	Momentánea				Desplácese por los minutos de 0 a 60 en incrementos de 5 min. 3 ciclos a través de los minutos y la pantalla vuelve a predeterminado.	Pasa al menú del nivel siguiente cuando se seleccione
Filter Unit? (¿Unidad de filtro?)			AM/PM	Momentánea				Desplácese por AM y PM. 3 ciclos a través de AM/PM y la pantalla vuelve a predeterminado.	Regresa al menú principal
	Momentánea								
			No	Momentánea	Apagar el estado y los errores del filtro			Sin unidad de filtro: El panel LED no se usa. La pantalla de gráficos no muestra el estado, códigos de error relacionados con el filtro apagado.	Regresa al menú principal
			Yes (SI)	Momentánea	Encender el estado y los errores del filtro			La configuración predeterminada de la unidad de filtro está encendida. La configuración predeterminada tiene lectura y escritura de filtro; pantalla LED o de gráficos de estado; capacidad para determinar errores del filtro.	Regresa al menú principal
Refrigeration Unit? (¿Unidad de refrigeración?)			No	Momentánea	Apagar todos los controles de refrigeración			Refrigeración apagada	Regresa al menú principal
			Yes (SI)	Momentánea	Ajustar la unidad para que funcione como unidad refrigerada			Refrigeración encendida	Regresa al menú principal
			High (Alto)	Momentánea	Ajustar el caudal en 5.7 l/min (1.5 gal/min)			Ajustar la posición del caudal en 5.7 l/min (1.5 gal/min)	Regresa al menú principal
			Low (Bajo)	Momentánea	Ajustar el caudal en 4.2 l/min (1.1 gal/min)			Ajustar la posición del caudal en 4.2 l/min (1.1 gal/min)	Regresa al menú principal
Water Temperature (Temperatura del agua)	Momentánea								
			Cold (Fria)	Momentánea	Ajustar a "Fria"			Aproximadamente a 14°C (68°F)	Regresa al menú principal
			Colder (Más fría)	Momentánea	Ajustar a la temperatura predeterminada			Aproximadamente a 12°C (64°F)	Regresa al menú principal
			Colest (La más fría)	Momentánea	Ajustar a la temperatura definida como "La más fría"			Aproximadamente a 10°C (50°F)	Regresa al menú principal
	Momentánea		Ajustar la luz de fondo/ Luz de cavidad en modo inactivo	Momentánea				Los ajustes de la luz de fondo son los siguientes: 1 = 25 %, 2 = 50 %, 3 = 75 % y 4 = 100 %	
Backlight Setting (Ajuste la luz de fondo)					1 (= 25 %)	Momentánea			Regresa al menú principal
					2 (= 50 %)	Momentánea			Regresa al menú principal
					3 (= 75 %)	Momentánea			Regresa al menú principal
					4 (= 100 %)	Momentánea			Regresa al menú principal
Energy Mode (Modo de ahorro de energía)	Momentánea								
			Off (Apagado)	Momentánea	Funcionamiento predeterminado			La unidad funciona siempre con la refrigeración encendida controlada por el panel de control.	Regresa al menú principal
			On (Encendida)	Momentánea	Ajustar el programa de ahorro de energía			La unidad de refrigeración se apaga según el programa.	Pasa al menú del nivel siguiente cuando se seleccione
								Ajustes de programa de los días hábiles (lunes a viernes)	Pasa al menú del nivel siguiente cuando se seleccione
								24 horas: De 1 a 12 AM y de 1 a 12 PM	Pasa al menú del nivel siguiente cuando se seleccione
View Erros (Ver códigos de error)								24 horas: De 1 a 12 AM y de 1 a 12 PM	Pasa al menú del nivel siguiente cuando se seleccione
								Ajustes de programa del fin de semana (sábado y domingo)	Pasa al menú del nivel siguiente cuando se seleccione
								24 horas: De 1 a 12 AM y de 1 a 12 PM	Pasa al menú del nivel siguiente cuando se seleccione
								24 horas: De 1 a 12 AM y de 1 a 12 PM	Regresa al menú principal
								2 segundos cada uno / 3 ciclos a través de los códigos	Regresa al menú principal
Clear Error Codes (Borrar los códigos)	Momentánea	Parpadeo de los códigos de error							
	Momentánea	Are you sure? (¿Está seguro?)						Borra todos los códigos de error en la memoria del panel de control.	Salir del menú

5.

Instructions de programmation

Instructions de programmation

Enfoncer le bouton pendant 3 secondes pour activer le menu principal - relâcher										
Les options du menu principal défilent durant 2 secondes chacune pendant 3 cycles complets puis le système quitte le menu si aucune option n'est sélectionnée.										
Les options du sous-menu défilent durant 2 secondes chacune pendant 3 cycles complets puis le système revient au menu principal si aucune option n'est sélectionnée.										
Le système enregistre les sélections puis quitte le menu au bout de 10 secondes d'inactivité.										
Menu principal	Action	Sous-menu 1	Action	Sous-menu/Action	Action	Sous-menu/Action	Action	Sous-menu/Action	Remarques	Action finale
Set Day/Time (Régler jour/heure)	Momentanée									Descend au niveau de menu suivant si sélectionné
		Jour (dimanche à samedi)	Momentanée						Les jours de la semaine défilent à l'écran jusqu'à la sélection. 3 cycles complets puis retour au réglage par défaut.	Descend au niveau de menu suivant si sélectionné
		Heure (12 heures)	Momentanée						Les heures défilent de 1 à 12. 3 cycles complets puis retour au réglage par défaut.	Descend au niveau de menu suivant si sélectionné
		Minutes (0 à 60 par incréments de 5 min)	Momentanée						Les minutes défilent de 0 à 60 par incréments de 5 min. 3 cycles complets puis retour au réglage par défaut.	Descend au niveau de menu suivant si sélectionné
		AM/PM	Momentanée						AM et PM défilent en alternance. 3 cycles complets puis retour au réglage par défaut.	Retour au menu principal
Filter Unit? (Filtre?)	Momentanée									
		No (Non)	Momentanée	Désactive l'état et les erreurs de filtre					Pas de filtre - Circuit de voyant non utilisé - L'affichage graphique n'indique pas l'état - Codes d'erreur concernant le filtre désactivés.	Retour au menu principal
Refrigeration Unit? (Réfrigération?)		Yes (Oui)	Momentanée	Active l'état et les erreurs de filtre					Configuration par défaut du filtre activée - Lecture/écriture vers filtre, voyant ou affichage graphique, capacité d'erreur de filtre.	Retour au menu principal
		No (Non)	Momentanée	Désactive tous les commandes de réfrigération					La réfrigération est désactivée	Retour au menu principal
		Yes (Oui)	Momentanée	Configuré pour fonctionner en tant qu'appareil réfrigère					La réfrigération est activée	Retour au menu principal
Flow Rate? (Débit?)										
		High (Haut)	Momentanée	Réglage du débit d'eau à 5,7 l/min (1,5 gal/min)					Réglage du débit d'eau à 5,7 l/min (1,5 gal/min)	Retour au menu principal
Water Temperature (Température de l'eau)		Low (Bas)	Momentanée	Réglage du débit d'eau à 4,2 l/min (1,1 gal/min)					Réglage du débit d'eau à 4,2 l/min (1,1 gal/min)	Retour au menu principal
	Momentanée									
		Cold (Froid)	Momentanée	Réglage de température « froid »					14 °C (58 °F) environ	Retour au menu principal
		Colder (Plus froid)	Momentanée	Réglage de température par défaut					12 °C (54 °F) environ	Retour au menu principal
Backlight Setting (Rétroéclairage)										
		Coldest (Très froid)	Momentanée	Réglage de température « très froid »					10 °C (50 °F) environ	Retour au menu principal
	Momentanée	Rétroéclairage/éclairage d'alcove en mode de veille							Les réglages de rétroéclairage sont : 1 = 25 %, 2 = 50 %, 3 = 75 % et 4 = 100 %	
				1 (= 25 %)	Momentanée					Retour au menu principal
				2 (= 50 %)	Momentanée					Retour au menu principal
Energy Save Mode (Mode d'économie d'énergie)										
	Momentanée									
		Off (Désactivé)	Momentanée	Mode de fonctionnement par défaut					Commande de réfrigération par la carte de commande toujours activée durant la marche de l'appareil.	Retour au menu principal
		On (Activé)	Momentanée	Active le mode d'économie d'énergie					La réfrigération est désactivée suivant un horaire défini.	Descend au niveau de menu suivant si sélectionné
									Paramètres de l'horaire de jours de semaine (lundi à vendredi)	Descend au niveau de menu suivant si sélectionné
View Error Codes (Afficher les codes d'erreur)	Momentanée	Affiche les codes d'erreur en clignotant							24 heures - 1 à 12 AM et 1 à 12 PM	Descend au niveau de menu suivant si sélectionné
									24 heures - 1 à 12 AM et 1 à 12 PM	Descend au niveau de menu suivant si sélectionné
View Error Codes (Afficher les codes d'erreur)	Momentanée	Affiche les codes d'erreur en clignotant							Paramètres de l'horaire de fin de semaine (samedi et dimanche)	Descend au niveau de menu suivant si sélectionné
									24 heures - 1 à 12 AM et 1 à 12 PM	Descend au niveau de menu suivant si sélectionné
pr Codes as codes									24 heures - 1 à 12 AM et 1 à 12 PM	Retour au menu principal
									24 heures - 1 à 12 AM et 1 à 12 PM	Retour au menu principal
View Error Codes (Afficher les codes d'erreur)	Momentanée	Affiche les codes d'erreur en clignotant							2 secondes chacun / défilement de 3 cycles complets de codes	Retour au menu principal
pr Codes as codes	Momentanée	Are you sure? (Confirmer?)	Momentanée	Yes (Oui) - Efface les codes d'erreur					Efface tous les codes d'erreur de la mémoire de la carte de commande.	Quitte le menu

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5.

Enhanced EZH2O Error Codes

5.

Error Code	Error Description	Corrective Action
E001	Evaporator Thermistor Open Circuit	- Verify cable connector is plugged into control board (10 pin connector on harness # 0000001225) - If error repeats, contact certified service professional
E002	Evaporator Thermistor Short Circuit	- Check for excessive moisture on control board around 10 pin connector on harness # 0000001225 - If error repeats, contact certified service professional
E003	Evaporator Low Temperature	- Unplug unit for at least 30 seconds and restart - Monitor compressor for run-on condition - If error repeats, contact certified service professional
E004	Condenser Thermistor Open Circuit	- Verify cable connector is plugged into control board (10 pin connector on harness # 0000001225) - If error repeats, contact certified service professional
E005	Condenser Thermistor Short Circuit	- Check for excessive moisture on control board around 10 pin connector on harness # 0000001225 - If error repeats, contact certified service professional
E006	Condenser Over Temperature	- Clean condenser if needed - Check for proper fan operation (powers on, not obstructed, etc.) - Contact certified service professional
E007	Not Used	
E008	Not Used	
E009	Too Many Compressor Cycles	Contact certified service professional
E010	Not Used	
E011	Evaporator not cooling/Thermistor not measuring	Contact certified service professional
E012	Bottle filler area obstructed	- Clean lens on IR sensor - Unplug unit for at least 30 seconds and restart - If error repeats, replace IR sensor with 1000002434 KIT - IR SENSOR
E013	Missing or Incompatible Filter	- Check that filter is installed correctly (label facing forward, white tag facing back) - Unplug unit for at least 30 seconds and restart - Replace filter - Replace filter head assembly with repair kit - 1000002030 KIT - FILTER HEAD-BRKT-FTGS - If error repeats, contact certified service professional
E014	Missing NFC Board	- Unplug unit for at least 30 seconds and restart - Verify cable connector is plugged into NFC board on filter head assembly - Verify cable connector is plugged into control board (10 pin connector on harness # 0000001225) - Replace filter head assembly with repair kit - 1000002030 KIT - FILTER HEAD-BRKT-FTGS - If error repeats, contact certified service professional
E015	Missing LED Board	- Verify cable connector is plugged into LED board in the bottle filler tower assembly - Verify cable connector is fully plugged into the basin from the tower assembly. - Verify cable connector is plugged into control board (18 pin connector on harness # 1000001608) - Replace LED filter status board with repair kit - 1000002436 KIT - ALPHA NUMERIC LED BOARD - Replace tower cable harness – 1000001609 HARNESS-BASIN FEED TO BF - Replace fountain cable harness – 1000001608 HARNESS-CNTRL BOARD TO BASIN FEED

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Códigos de Error EZH2O mejorada

5.

Código de error	Descripción del error	Action corrective
E001	Circuito abierto del termistor de evaporador	- Verificar el conector del cable está enchufado en el tablero de control (10 conector perno arnés 0000001225 #) - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E002	Evaporador de termistor corto circuitot	- Compruebe la humedad excesiva en el tablero de control alrededor de 10 conector perno arnés 0000001225 # - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E003	Evaporador baja temperatura	- Desconecte la unidad durante al menos 30 segundos y reinicia - Compresor de monitor para la condición de funcionamiento - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E004	Circuito abierto de termistor condensador	- Verificar el conector del cable está enchufado en el tablero de control (10 conector perno arnés 0000001225 #) - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E005	Condensador de termistor corto circuito	- Compruebe la humedad excesiva en el tablero de control alrededor de 10 conector perno arnés 0000001225 # - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E006	Condensador superior a la temperatura	- Condensador limpieza si es necesario - Verificar el funcionamiento del ventilador adecuado (poderes sobre, no obstruido, etc.) - Comuníquese con servicio certificado profesional
E007	No se usa	
E008	No se usa	
E009	Muchos ciclos de compresor	Comuníquese con servicio certificado profesional
E010	No se usa	
E011	Evaporador de refrigeración/termistor no medir la	Comuníquese con servicio certificado profesional
E012	Área de llenado de botella obstruido	- Limpia lente de sensor IR - Desconecte la unidad durante al menos 30 segundos y restar - Si el error se repite, cambie sensor IR con KIT 1000002434 - SENSOR IR
E013	Filtro que falta o Incompatible	- Compruebe que el filtro está instalado correctamente (etiqueta de frente, blanco de la etiqueta hacia atrás) - Desconecte la unidad durante al menos 30 segundos y reinicia - Reemplace el filtro - Reemplace el cabezal de filtro con kit de reparación - KIT 1000002030 - filtro-accesorios de cabeza soporte - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E014	Falta de NFC de jabalí	- Desconecte la unidad durante al menos 30 segundos y reinicia - Verificar el conector del cable está enchufado en el tablero de NFC en el cabezal del filtro - Verificar el conector del cable está enchufado en el tablero de control (10 conector perno arnés 0000001225 #) - Reemplace el cabezal de filtro con kit de reparación - KIT 1000002030 - filtro-accesorios de cabeza soporte - Si se repite el error, póngase en contacto con profesionales de servicio certificado
E015	Falta tablero LED	- Verificar el conector del cable está enchufado en el tablero del LED en el montaje de la torre de botella relleno - Verificar el conector del cable está enchufado completamente en la cuenca del montaje de la torre. - Verificar el conector del cable está enchufado en el tablero de control (pines 18 arnés # 1000001608) - Reemplazar filtro estado tablero de LED con repair kit - KIT 1000002436 - alfa numérico LED Junta - Reemplazar cables de torre-1000001609 cuenca de arnés de alimentación a BF - Reemplazar cables fuente – 1000001608 arnés de CONTROL junta a Cuen

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Codes d'erreur EZH2O renforcée

5.

Code d'erreur	Description de l'erreur	Action corrective
E001	Évaporateur thermistance Circuit ouvert	- Vérifiez le connecteur du câble est bien branché de contrôle des stupéfiants (10 broches sur harnais # 0000001225) - Si l'erreur se répète, contact service professionnel certifié
E002	Évaporateur thermistance Court Circuit	- Recherchez une humidité excessive sur le contrôle des stupéfiants d'environ 10 broches sur harnais # 0000001225 - Si l'erreur se répète, contact service professionnel certifié
E003	Faible température de l'évaporateur	- Débrancher l'appareil pendant au moins 30 secondes puis redémarrez - Compresseur de moniteur pour exécuter-sur condition - Si l'erreur se répète, contact service professionnel certifié
E004	Circuit ouvert thermistance de condenseur	- Vérifiez le connecteur du câble est bien branché de contrôle des stupéfiants (10 broches sur harnais # 0000001225) - Si l'erreur se répète, contact service professionnel certifié
E005	Condensateur Thermistance Court Circuit	- Recherchez une humidité excessive sur le contrôle des stupéfiants d'environ 10 broches sur harnais # 0000001225 - Si l'erreur se répète, contact service professionnel certifié
E006	Condensateur au-dessus de la température	- Condensateur nettoyer si nécessaire - Vérifier le fonctionnement correct fan (pouvoirs sur, pas obstrué, etc.) - Contacteur le professionnel de services certifiés
E007	Non utilisé	
E008	Non utilisé	
E009	Trop de Cycles de compresseur	Contacteur le professionnel de services certifiés
E010	Non utilisé	
E011	Évaporateur de refroidissement/Thermistor non ne pas mesurer	Contacteur le professionnel de services certifiés
E012	Área de llenado de botella obstruido	- Lentille propre sur capteur IR - Desconecte la unidad durante al menos 30 segundos y restar - Si l'erreur se répète, remplacer le capteur IR avec KIT 1000002434 - capteur IR
E013	Filtre manquant ou Incompatible	- Vérifiez que le filtre est installé correctement (étiquette vers l'avant, blanc tag face arrière) - Débrancher l'appareil pendant au moins 30 secondes puis redémarrez - Remplacer filtre - Remplacer la tête de filtre avec kit de réparation - 1000002030 - filtre tête-support-accessoires - Si l'erreur se répète, contact service professionnel certifié
E014	Manque de sanglier NFC	- Débrancher l'appareil pendant au moins 30 secondes puis redémarrez - Vérifiez le connecteur du câble est bien branché Conseil NFC sur la tête de filtre - Vérifiez le connecteur du câble est bien branché de contrôle des stupéfiants (10 broches sur harnais # 0000001225) - Remplacer la tête de filtre avec kit de réparation - 1000002030 - filtre tête-support-accessoires - Si l'erreur se répète, contact service professionnel certifié
E015	Manque de LED Board	- Verify cable connector is plugged into LED board in the bottle filler tower assembly - Vérifiez le connecteur du câble est bien branché LED board à l'Assemblée de tour de remplissage de bouteille. - Vérifiez le connecteur du câble est bien branché de contrôle des stupéfiants (18 broches sur harnais # 1000001608)) - Remplacer filtre statut platine des LED avec réparation kit - KIT de 1000002436 - ALPHA numérique LED BOARD - Remplacer le faisceau de câbles tour – 1000001609 harnais-bassin d'alimentation de BF - Remplacer le faisceau de câbles de fontaine – 1000001608 harnais-contrôle Conseil de bassin de nourrir

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Pictured is unit only without bottle filler.

En la ilustración solo se muestra la unidad sin la llenadora de botellas.

Appareil illustré seul sans remplisseuse de bouteille.

Note: Danger! Electrical shock hazard. Disconnect power before servicing unit.

Nota: peligro! Peligro de descarga eléctrica. Desconecte antes de reparar la unidad

Remarque : Danger ! Risque de choc électrique. Débrancher avant de réparer l'appareil..

Uses HFC-R134A refrigerant
Usa refrigerante HFC-R134A
Utilise du réfrigérant HFC-R134A

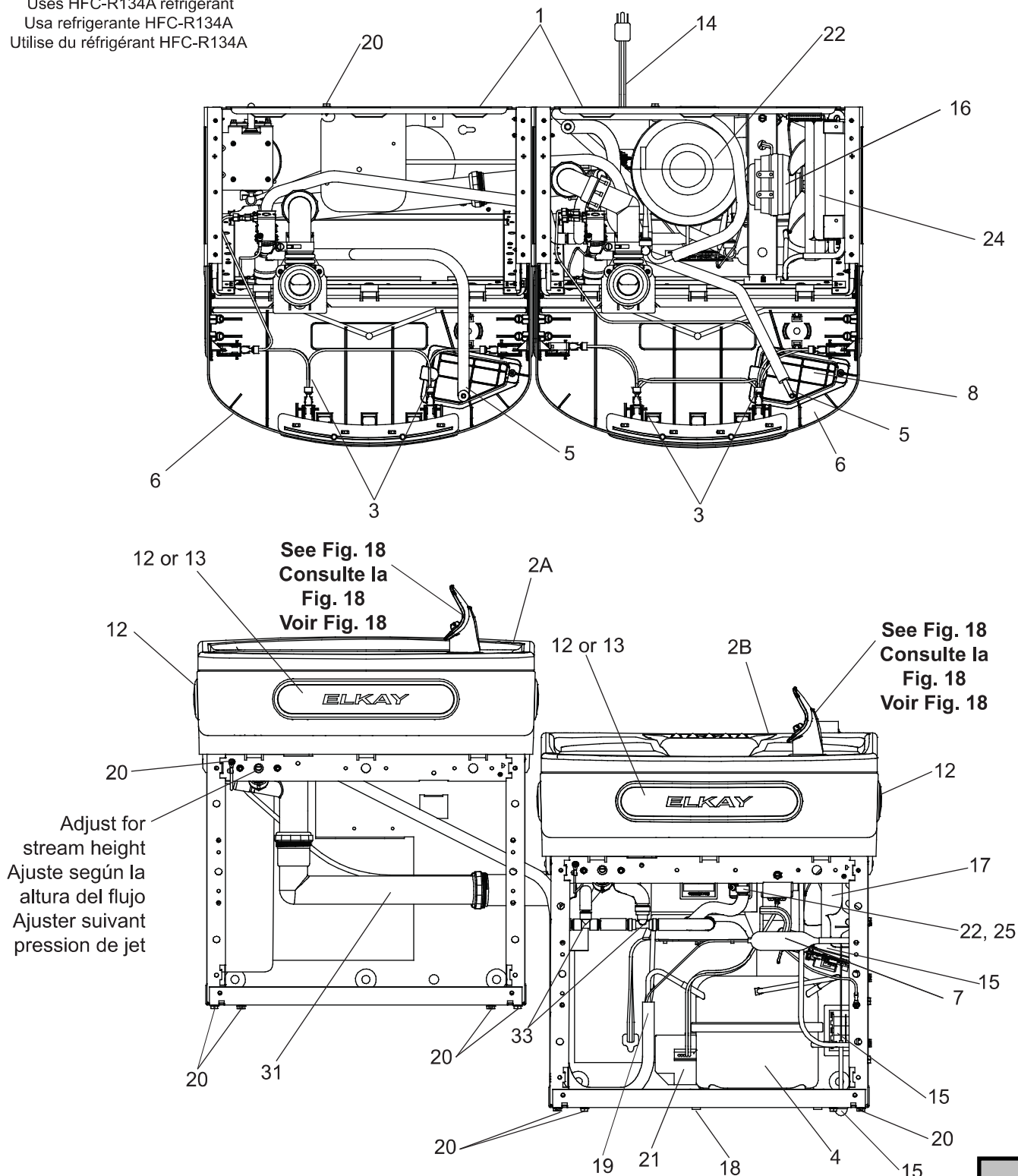


Fig. 22

115V PARTS LIST / LISTA DE PIEZAS DE 115 V / LISTE DES PIÈCES 115 V

5.

ITEM NO.	PART NO.	DESCRIPTION	DESCRIPCIÓN	DESCRIPTION
1	28401C	Hanger Bracket	Soporte colgante	Ferrure de suspension
2A	55001109	Basin - Stainless Steel	Tarja: Acero inoxidable	Cuve - Acier inoxydable
2B	0000001337	Basin - Bottle Filler Stainless Steel	Tarja: Llenadora de botellas de acero inoxidable	Cuve - Remplisseuse de bouteille en acier inoxydable
3	36216C	Wiring - Front/Side Push Bar	Cableado: Barra de empuje delantera y lateral	Câblage - Poussoir frontal/latéral
*4	36322C	Compr - Service Pak 115V EMIS70HHR	Compresor: Paquete de servicio de 115 V EMIS70HHR	Compr - Ens. service 115 V EMIS70HHR
5	56092C	Tube - Poly (Cut To Length)	Tubería: Polietileno (corte a la longitud necesaria)	Tube - Poly (couper à la longueur)
6	56229C	Assy - Shroud - Upper (Front Side Push)	Conjunto; recubrimiento; superior (Empuje delantero y lateral)	Carénage supérieur (poussoir frontal/latéral)
7	66703C	Drier	Secador	Déshydrateur
8	56213C	Access Panel	Panel de acceso	Panneau d'accès
9	98169C	Kit - Replacement Cap/Screen/O-Ring	Kit: Repuesto de tapa, rejilla y junta tórica	Trousse - Capuchon/tamis/joint torique rechge
10	1000002435	Kit - Solenoid Valve/Regulator Assy 24V	Kit: Conjunto de válvula de solenoide y de regulador de 24 V	Trousse - Ens. électrovanne/régulateur 24 V
11	92715C	Kit - Flexi Bubbler/"O"-Ring/Nut	Kit: Flexi Bubbler, junta tórica y tuerca	Trousse - Flexi Bubbler/joint torique/écrou
12	98734C	Kit - Pushbar (Front/Side) TL	Kit: Barra de empuje (Delantera y lateral) TL	Trousse - Poussoir (frontal/latéral) TL
13	1000001600	Kit - Pushbar (Front Only)	Kit: Barra de empuje (Solo delantera)	Trousse - Poussoir (frontal seulement)
14	1000002442	Kit - Power Cord/Strain Relief Bushing	Kit: Cable de alimentación y casquillo de alivio de tensión	Trousse - Cordon alim./douille serre-câble
15	1000002437	Kit - Transformer/Board/Bracket	Kit: Transformador, panel y soporte	Trousse - Transformateur/carte/support
16	1000002439	Kit - Fan Motor/Blade/Screws/Nut	Kit: Motor del ventilador, aspa, tornillos y tuerca	Trousse - Moteur de ventilateur/pales/vis/écrou
17	1000002456	Kit - Condenser/Drier/Wire Ties	Kit: Condensador/secador/lazos de alambre	Trousse - Statiques/sécheur/Colliers
18	98777C	Kit - Compr Mtg Hdwe/Grommets/Clips/Studs	Kit: Piezas metálicas de montaje del compresor, arandelas, sujetadores y remaches	Trousse - Visserie fix. compr./caillets/clips/goujons
19	98778C	Kit - Heat/Drier	Kit: Intercambiador de calor y secador	Trousse - Échangeur chaleur/déshydrateur
20	98898C	Kit - Hardware	Kit: Piezas metálicas	Trousse - Visserie
21	0000000238	Kit - Elect/Relay/Overload/Cover	Kit: Eléctrico, relé, sobrecarga y cubierta	Trousse - Élect./relais/antisurcharge/capot
22	1000002438	Kit - Evap. Replacement	Kit: Repuesto evaporador	Trousse - Évaporateur de rechange
23	1000001812	Kit - Bottle Filler Drain	Kit: Desagüe de la llenadora de botellas	Trousse - Écoulement remplisseuse de bouteille
24	56237C	Shroud	Recubrimiento	Carénage
25	1000001602	Kit - 75583C Elbow 5/16" x 1/4" (3 Pack)	Kit: 75583C Codo 5/16" x 1/4" (Paquete de 3)	Trousse - 75583C Coude 5/16 po x 1/4 po (paq. 3)
26	1000002031	Kit - Extension Wire	Kit: Cable de extensión	Trousse - Câble de rallonge
27	1000002444	Kit - Thermistor/RFID Harness	Kit: Termistor y haz RFID	Trousse - Faisceau thermistance/RFID
28	1000001610	Wiring Harness - 24V to Control Board/Bubbler Sensor	Cableado - 24V al control Board/grifo Sensor	Filerie - 24V Cntrl Board/barboteur capteur
29	0000001226	Wiring Harness - Compressor & Fan	Haz de cables: Compresor y ventilador	Faisceau de câbles - Compresseur et ventil.
30	1000001608	Wiring Harness - Control Board to Basin	Haz de cables: Panel de control hacia la tarja	Faisceau de câbles - Carte commande à fontaine
31	1000002055	Wasteline Drain Assy BF	Conjunto de tubería de desagüe BF	Écoulement conduite eau usée BF
32A	98900C	Kit - Drain Replace TL	Kit: Repuesto de desagüe TL	Trousse - Écoulement de rechange TL
32B	97969C	Kit - Drain Replace (TL) LR	Kit: Repuesto de desagüe (TL) LR	Trousse - Écoulement de rechange (TL) LR
NS	1000000944	Kit - Panel (Wrapper) Light Gray TL	Kit - Panel: (Recubrimiento) gris claro TL	Trousse - Panneau (Enveloppe) Gris clair TL
	1000000888	Kit - Panel (Wrapper) Stainless TL	Kit - Panel: (Recubrimiento) acero inoxidable TL	Trousse - Panneau (Enveloppe) Acier inoxydable TL
NS	1000000758	Kit - Panel (Wrapper) Stainless LZTLD	Kit - Panel: (Revestimiento): Acero inoxidable LZTLD	Trousse - Panneau (Enveloppe) Acier inoxydable LZTLD
	1000000759	Kit - Panel (Wrapper) Light Grey LZTLD	Kit - Panel: (Revestimiento): Gris claro LZTLD	Trousse - Panneau (Enveloppe) Gris clair LZTLD
NS	28024C	Filler - Wrapper Light Grey LZTLD	Llenadora: Revestimiento gris claro LZTLD	Remplisseuse - Enveloppe gris clair LZTLD
	28025C	Filler - Wrapper Stainless LZTLD	Llenadora: Revestimiento acero inoxidable LZTLD	Remplisseuse - Enveloppe inox LZTLD
NS	1000001892	Bracket - Trim Strip Light Grey LZTLD	Soporte: Banda de acabado gris claro LZTLD	Attache - Bande de garniture gris clair LZTLD
	1000001891	Bracket - Trim Strip Stainless LZTLD	Soporte: Banda de acabado acero inoxidable LZTLD	Attache - Bande de garniture inox LZTLD
NS	1000001894	Panel - Universal Trim Light Grey LZTLD	Panel: Banda universal gris claro LZTLD	Panneau - Garniture universelle gris clair LZTLD
	1000001893	Panel - Universal Trim Stainless LZTLD	Panel: Banda universal acero inoxidable LZTLD	Panneau - Garniture universelle inox LZTLD
NS	1000002603	Wire - Fuse Jumper	Puente fusible de alambre	Cavalier fusible

NS = Not Shown
NS = No se muestra
NS = Non représenté

***INCLUDES RELAY & OVERLOAD. IF UNDER WARRANTY, REPLACE WITH SAME COMPRESSOR USED IN ORIGINAL ASSEMBLY.**

NOTE: All correspondence pertaining to any of the above water coolers or orders for repair parts MUST include Model No. and Serial No. of cooler, name and part number of replacement part.

***INCLUYE RELÉ Y SOBRECARGA. SI ESTÁ CUBIERTO POR LA GARANTÍA, REEMPLACE CON EL MISMO COMPRESOR QUE SE USA EN EL CONJUNTO ORIGINAL.**

NOTA: Toda la correspondencia que guarde relación con los bebedores descritos anteriormente, o los pedidos de piezas de repuesto, DEBEN incluir el n.º de modelo y el n.º de serie del bebedero, nombre y número de pieza del repuesto.

***COMPREND RELAIS ET LIMITEUR DE SURCHARGE. SI SOUS GARANTIE, REMPLACE PAR LE MÊME COMPRESSEUR QUE CELUI DE L'APPAREIL D'ORIGINE.**

REMARQUE : Toute correspondance concernant toute fontaine à eau fraîche ci-dessus ou toute commande de pièces détachées devra IMPÉRATIVEMENT inclure le numéro de modèle et le numéro de série de l'appareil, ainsi que le nom et le numéro de pièce des pièces de rechange.

BOTTLE FILLER REPLACEMENT PART KITS
KITS DE PIEZAS DE REPUESTO DE LA LLENADORA DE BOTELLAS
TROUSSES DE PIÈCES DE RECHANGE POUR LA REMPLISSEUSE DE BOUTEILLE

ITEM NO.	PART NO.	DESCRIPTION	DESCRIPCIÓN	DESCRIPTION
NS	98546C	Kit - Aerator Replacement	Kit: Repuesto de aireador	Trousse - Aérateur de rechange
33	98549C	Kit - Hardware & Waterway (BF)	Kit: Piezas metálicas y canales (LIB)	Trousse - Visserie et circuit d'eau (RB)
34	1000001622	Valve - Solenoid 24V (BF)	Válvula: Solenoide de 24 V (LIB)	Électrovanne 24 V (RB)
35	1000001609	Wiring Harness-Basin Feed to BF	Haz de cables: Paso de la tarja hacia la LIB	Faisceau câbles - Alim. fontaine à RB
NS	1000001981	Nameplate - Elkay Filtered	Placa de identificación: Elkay con filtro	Plaque signalétique - Elkay à filtre
NS	1000001982	Nameplate - Elkay Non-Filtered	Placa de identificación: Elkay sin filtro	Plaque signalétique - Elkay sans filtre
36	1000002433	Kit - Top Cover Assy (BF)	Kit: Conjunto de cubierta superior (LIB)	Trousse - Capot supérieur (RB)
37	1000002434	Kit - IR Sensor	Kit: Sensor infrarrojo	Trousse - Capteur IR
NS	1000002436	Kit - Alpha Numeric LED Board	Kit: Panel LED alfanumérico	Trousse - Carte voyant alphanumérique
NS	1000001813	Kit - Tower/Basin Gasket	Kit: Torre y empaquetadura de la tarja	Trousse - Joint tour/fontaine

NS = Not Shown
NS = No se muestra
NS = Non représenté

This device complies with part 15 of the FCC Rules. Operation is subject to the following two (2) conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Changes or modifications not approved by the manufacturer could void the user's authority to operate the equipment.

This device complies with Industry Canada licence-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Under Industry Canada regulations, this radio transmitter may only operate using an antenna of a type and maximum (or lesser) gain approved for the transmitter by Industry Canada. To reduce potential radio interference to other users, the antenna type and its gain should be so chosen that the equivalent isotropically radiated power (e.i.r.p.) is not more than that necessary for successful communication.

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. The user should avoid prolonged exposure within 20 cm of the antenna, which may exceed the FCC radio frequency exposure limits.

This equipment complies with IC RSS-102 radiation exposure limits set forth for an uncontrolled environment. The user should avoid prolonged exposure within 20 cm of the antenna which may exceed the exposure limits.

Este dispositivo cumple con las normas de la Parte 15 de la FCC. El funcionamiento está sujeto a las siguientes dos (2) condiciones: (1) Este dispositivo no puede provocar interferencia perjudicial y (2) este dispositivo debe aceptar cualquier interferencia que reciba, incluso aquella que pueda provocar malfuncionamiento.

Los cambios o modificaciones que no estén aprobados por el fabricante podrían anular la autorización del usuario de operar el equipo.

Este dispositivo cumple con las normas RSS de exención de licencia de la Industria de Canadá. El funcionamiento está sujeto a las siguientes dos condiciones: (1) Este dispositivo no puede provocar interferencia y (2) este dispositivo debe aceptar cualquier interferencia que reciba, incluso aquella que pueda provocar un malfuncionamiento del dispositivo.

Según las normas del Ministerio de la Industria de Canadá, este radiotransmisor solo puede funcionar con una antena de un tipo y una ganancia máxima (o de menor grado) aprobados para el transmisor por el Ministerio de la Industria de Canadá. Para reducir la posible interferencia de radio para otros usuarios, el tipo de antena y su ganancia deben elegirse de tal manera que la potencia isotrópica radiada equivalente (PIRE) no sea mayor que la necesaria para obtener una comunicación exitosa.

Este equipo cumple con los límites de exposición a la radiación según la FCC establecidos para un ambiente que no está controlado. El usuario debe evitar la exposición prolongada dentro de 20 cm de la antena, lo cual puede sobrepasar los límites de exposición a la frecuencia de radio según la FCC.

Este equipo cumple con los límites de exposición a la radiación según la IC RSS-102 establecidos para un ambiente que no está controlado. El usuario debe evitar la exposición prolongada dentro de 20 cm de la antena, lo cual puede sobrepasar los límites de exposición.

Cet appareil est conforme à la partie 15 des règles de la FCC. L'exploitation est autorisée aux deux (2) conditions suivantes : (1) l'appareil ne doit pas produire de brouillage préjudiciable, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

Les changements ou modifications non approuvés par le fabricant pourraient annuler les droits d'utilisation du matériel par l'utilisateur.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

Conformément à la réglementation d'Industrie Canada, le présent émetteur radio peut fonctionner avec une antenne d'un type et d'un gain maximal (ou inférieur) approuvé pour l'émetteur par Industrie Canada. Dans le but de réduire les risques de brouillage radioélectrique à l'intention des autres utilisateurs, il faut choisir le type d'antenne et son gain de sorte que la puissance isotrope rayonnée équivalente (p.i.r.e) ne dépasse pas l'intensité nécessaire à l'établissement d'une communication satisfaisante.

Cet équipement est conforme aux limites d'exposition aux rayonnements de la FCC, établies pour un environnement non contrôlé. L'utilisateur devra éviter l'exposition prolongée à moins de 20 cm de l'antenne, qui peut dépasser les limites d'exposition aux fréquences radioélectriques de la FCC.

Cet équipement est conforme aux limites d'exposition aux rayonnements CNR-102 d'IC, établies pour un environnement non contrôlé. L'utilisateur devra éviter l'exposition prolongée à moins de 20 cm de l'antenne, qui peut dépasser les limites d'exposition.

FOR PARTS, CONTACT YOUR LOCAL DISTRIBUTOR OR CALL 1.800.834.4816
 PARA PIEZAS, CONTACTE A SU DISTRIBUIDOR LOCAL O LLAME AL 1.800.834.4816
 POUR OBTENIR DES PIÈCES, CONTACTEZ VOTRE DISTRIBUTEUR LOCAL OU COMPOSEZ LE 1.800.834.4816

REPAIR SERVICE INFORMATION TOLL FREE NUMBER 1.800.260.6640
 NÚMERO GRATIS DE SERVICIO 1.800.260.6640
 INFORMATIONS POUR LE SERVICE PAR NUMERO SANS FRAIS 1.800.260.6640

ELKAY[®] With FLEXI-GUARD[®]

INSTALLATION & USE MANUAL

SWIRLFLO[®] Refrigerated fountains with FLEXI-GUARD[®] and ezH2O[®] Bottle Filler



EZWS-ERPBM28K



LZWS-LRPBM28K

INSTALLER

- CAUTION:** Review these instructions before beginning installation. Be sure that installation conforms to all plumbing, electrical and other applicable codes.
- WARNING:** When installation is complete, ensure these instructions are left in the plastic bag provided inside the installed unit for future reference.
- WARNING:** Service to be performed by authorized service personnel only.

NOTE: It is common practice to ground electrical hardware such as telephones, computers and other devices to available water lines. This can, however, cause electrical feedback in the plumbing circuit, which results in an "electrolysis" effect occurring in the fountain. This may result in water which has a metallic taste to it or has a noticeable increase in the metallic content of the water.

When inspecting plumbing circuit, remember the line may be grounded some distance from the installation, and may occur outside the building or area in which the unit is being installed.

This condition can be avoided (in most cases) by using recommended materials during installation. Any drain fittings provided by the installer should be made of **plastic** which will electronically isolate the fountain from the remainder of the building's plumbing circuits.

Model EZWS-ERPBM28K / LZWS-LRPBM28K

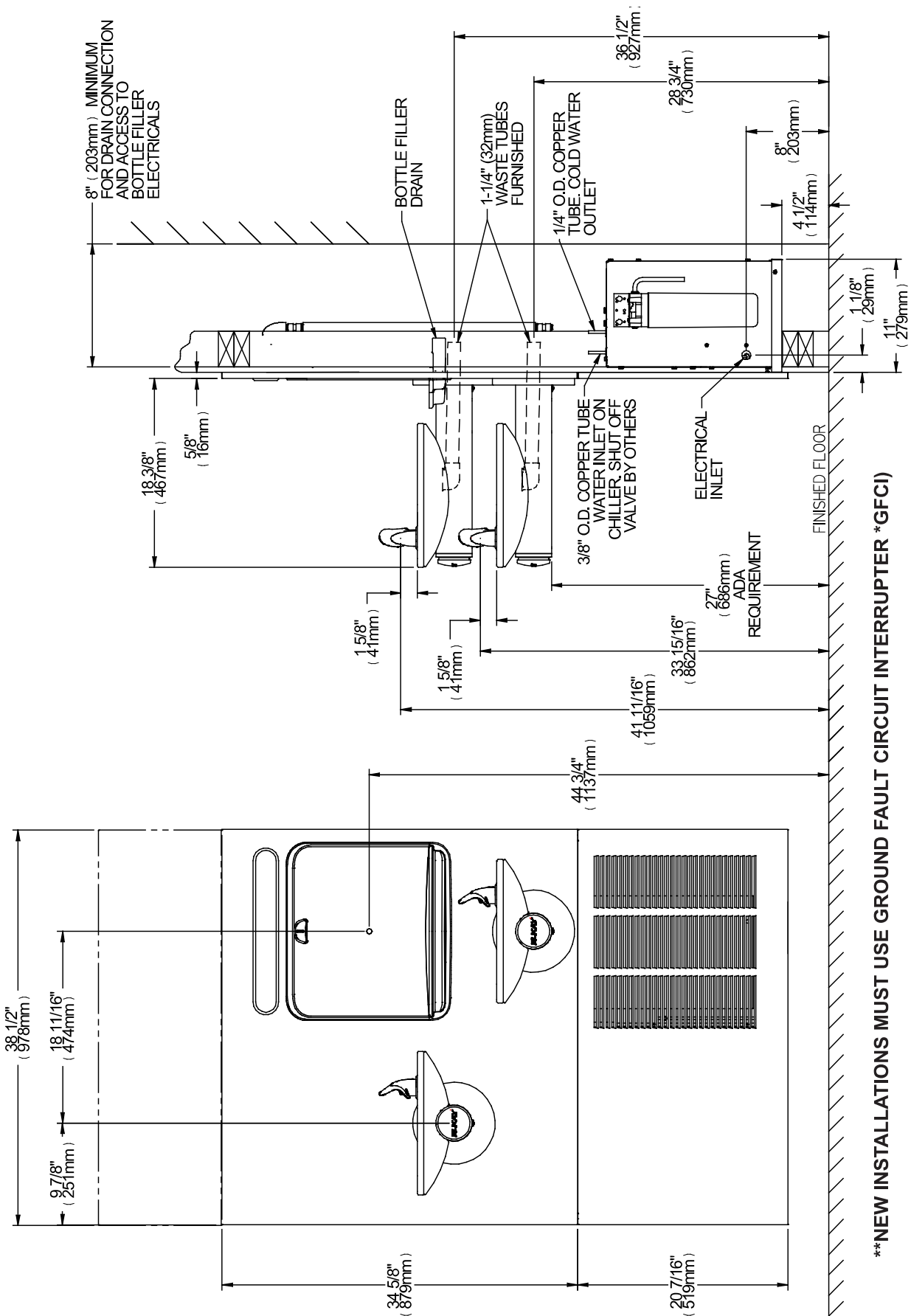


Figure 1 - Rough-in Dimensions

REQUIRED TOOLS AND MATERIALS

These tables show special tools and/or additional materials (not provided) which are necessary to complete installation of these units:

Special Tools

Item	Description	Quantity
	NONE	

Additional Materials Not Included

Item	Description	Quantity
1	Unplated copper inlet pipe	1
2	Service Stop/Shut-off Valve	1
3	90° 1-1/4" Drain Line	1
4	1-1/4" Tee Drain Line	1

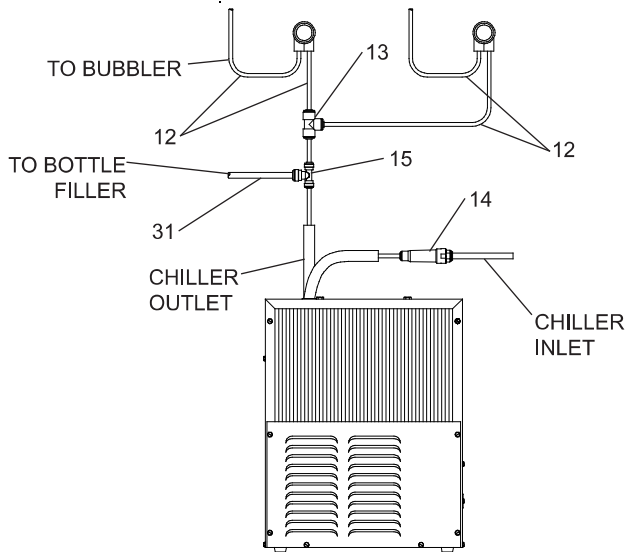


Figure 2 - EZWS-ERP Tube Routing

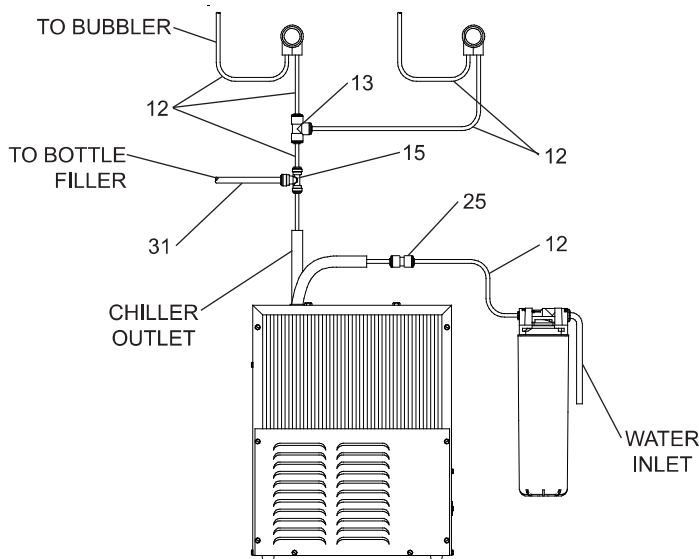


Figure 3 - LZWS-LRPB Tube Routing

- 1. Make** water supply connections. Install a shut-off valve and union connection to building water supply (valve and union not provided). Turn on water supply and flush the line thoroughly.
Caution: DO NOT SOLDER tubes inserted into the strainer or filter head as damage to the o-rings may result.
- 2. Install** mounting frame (instructions supplied with mounting frame).
- 3. (For LZWS-LRPBM28K)** Install filter bracket on chiller (Fig. 9), then install the filter head to the bracket, plumb from the filter outlet to the chiller inlet with ¼" poly tubing and ¼ x ¼ union, install filter.
- 3a. (For EZWS-ERPBM28K)** Install strainer on the input tube to the chiller (Fig. 2).
- 4. Install** chiller on shelf, install ¼ x ¼ x 3/8 Tee on chiller output tube. Install supplied 4" poly tubing and armaflex to the outlet of the previously installed tee. Connect supplied ¼ x ¼ x ¼ tee to the 4" poly tubing. With the back panel standing close to the frame, connect 3/8" poly tube to the bottle filler.

Note: Building construction must allow for adequate air flow on both sides, top & back of chiller. A minimum of 4" (102 mm) on both sides & top is required. See chiller installation for additional instructions.

- 5. Hang** main panel on mounting frame hanger. Make sure the power cord, reset switch wire & poly tube do not get pinched between the panel & mounting frame. Ensure the panel engages at the top. Align fountain holes with mounting frame holes.
- 6. Remove** protective coating from main panel.
- 7. Install** reset switch for bottle filler (Fig. 4). Snap the switch into position after locating wires through slot. Wrap up the excess cord.

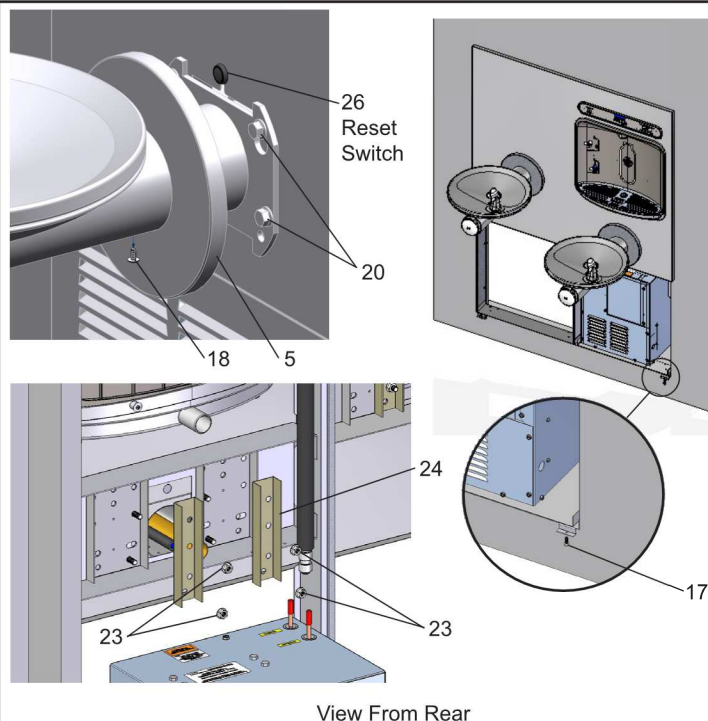


Figure 4 - Fountain Installation

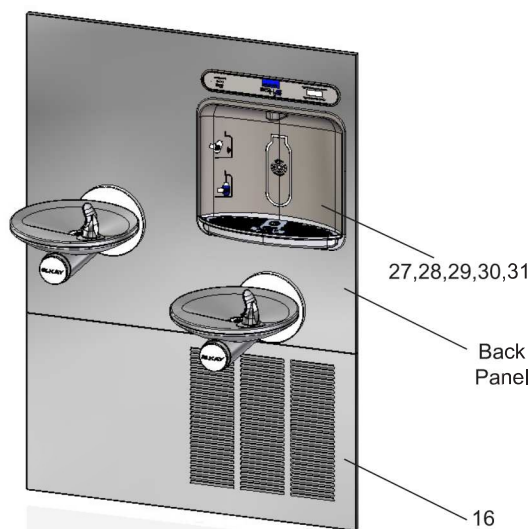


Figure 5 - Lower Panel Installation

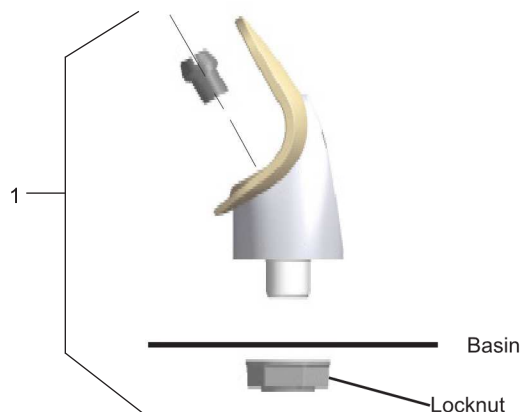


Figure 6 - Flexi-Guard® Bubbler Details

8. **Install** fountains with (8) 5/16-18 HHMS & (8) 5/16-18 nuts (provided) (Fig. 4). Connect the 1/4" water lines from each fountain to the remaining openings on the tee at the remote chiller (cut lines to fit as needed).
9. **Attach** waste tubes (1-1/4" O.D.) to 1-1/4" O.D. slip trap. Trap on the bottle filler side must be 1-1/2" O.D. (provided by others).
10. **Make** final water supply connections.
11. **These** products are designed to operate on 20-105 PSI supply line pressure. If inlet pressure is above 105 PSI, a pressure regulator must be installed in the supply line. (Caution: Any damage caused by connecting these products to a supply line with pressure lower than 20 PSI or higher than 105 PSI IS NOT covered under warranty.)
12. **Make** electrical connections to the bottle filler and remote chiller. The LCD Bottle counter should illuminate.
13. **Verify** proper dispensing from the bottle filler by placing a cup, hand or any opaque object in front of sensor area and verify water dispenses. Note: the first initial dispenses might have air in the line which may cause a sputter. This will be eliminated once all air is purged from the line. A steady stream of water assures all air is removed. The sensor has a 20 second maximum ON time. It may be necessary to step away from the beam a few times to purge all air. Check for leaks.
14. **Check** stream height from bubbler. Stream height is factory set for 35 PSI supply. If supply pressure varies greatly from this, remove push button (Item 7 - Fig. 8) and adjust the screw on the regulator (Item 8 - Fig. 8). To remove push button, remove setscrew from bottom of sleeve (Item 21). Insert a small punch in screw hole and push up while grasping the push button and pull forward removing the push button. Clock wise adjustment will raise stream height and counterclockwise movement will lower stream height. For best adjustment stream should hit basin approximately 6-1/2" from the bubbler. Reassemble the push button by pushing in on button until the push button catches in the sleeve. Reinstall the setscrew (Item 21) in the sleeve (Item 6).
15. **Install** the cover plates.
16. **Install** the bottom panel, tighten screws (Fig. 4).
17. **Optional:** Mount optional panels. Slide tongue of panel under edge of already installed panel. Tighten screws.

NOTE:

When installing replacement bubbler and pedestal (Fig. 6), tighten locknut only to hold parts snug in position. **Do Not overtighten.**

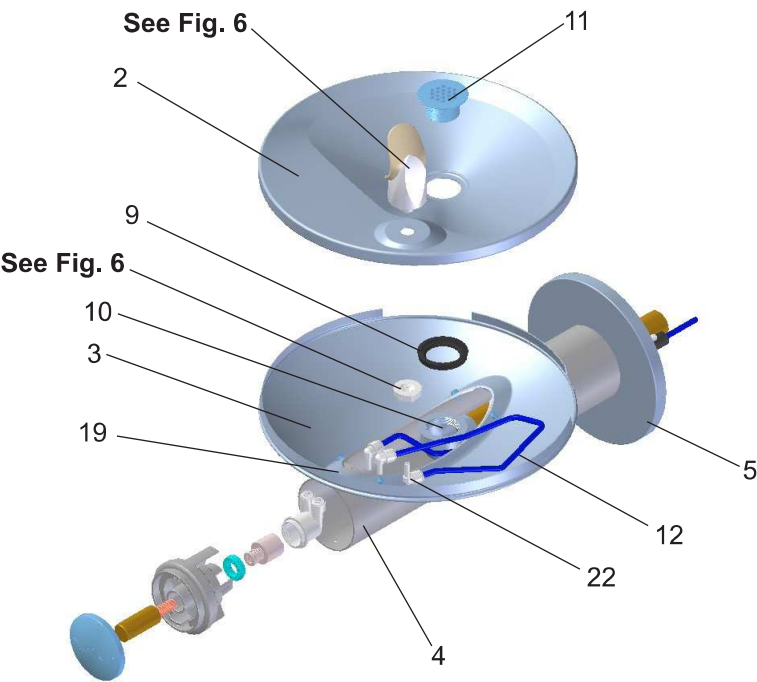


Figure 7 - Fountain Body Assembly

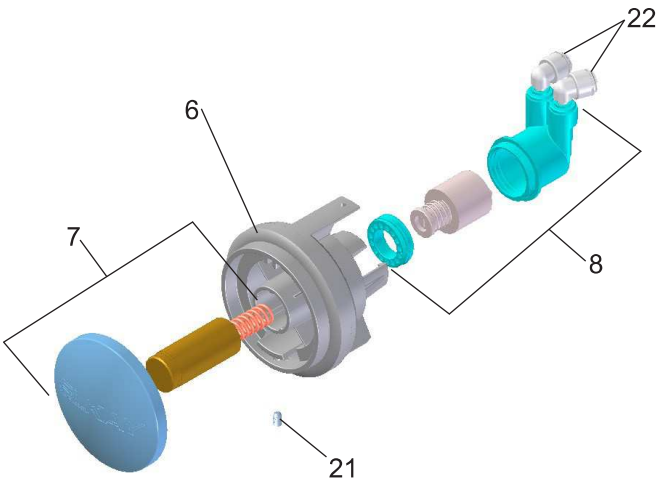


Figure 8 - Push Button Assembly

BF11 - BF12 PROGRAM SETTING THE CONTROL BOARD

VERIFY CONTROL BOARD SOFTWARE

- 1) To verify the software program of the control board the unit will need to be shut down and restarted. The chiller (if present) does not need to be shut down and restarted.
- 2) Shut down the unit by unplugging the power cord from the wall outlet or switching off the circuit breaker to the unit.
- 3) Restart the unit by plugging the power cord back into the wall outlet or by switching on the circuit breaker to the unit.
- 4) Upon start up, the bottle count display will show the software designation of BF11 or BF12.

ACCESSING THE PROGRAMMING BUTTON

- 1) To access the program button, remove #8-32 screw, pull back cover plate on lower fountain arm (Fig. 4). Reset button is located above fountain arm.

RESET THE FILTER MONITOR

- 1) Instructions apply to filtered units only.
- 2) Depress the program button for approximately 2 seconds until the display changes then release. The display will change and scroll through two messages:
"RST FLTR" – Reset Filter Monitor
"SETTINGS" – System Settings Sub Menu
If the program button is not pushed again the display will scroll through the two messages above for three cycles and then default back to bottle count and be back in run mode.
- 3) When the display changes to "RST FLTR", depress the button again. The display will change to show "FLTR =". Depress the button again and the display will show "FLTR =0"
- 4) The Green LED should be illuminated indicating that the visual filter monitor has been reset.

SETTING RANGE OF THE IR SENSOR WHERE APPLICABLE

- 1) Depress the program button for approximately 2 seconds until the display changes then release. The display will change and scroll through two messages:
"RST FLTR" – Reset Filter Status LED
"SETTINGS" – System Settings Sub Menu
If the program button is not pushed again the display will scroll through the two messages above for three cycles and then default back to bottle count and be back in run mode.
- 2) When the display changes to "SETTINGS", depress the button again. The display will change to show
"RNG SET" - Range set for IR sensor.
"UNIT TYP" - Type of unit (REFRIG or NON-RFRG)
"FLT SIZE" - Select filter capacity
"RST BCNT" - Reset bottle count
- 3) When display shows "RNG SET" push program button once the display will show current value (can be 1 – 10) e.g. "RNG = 3".
- 4) Once display shows current value push the program button to scroll through value of 1 – 10. Select the desired range setting, "1" being closest to sensor and "10" being farthest away.
- 5) Once range is selected allow approximately 4 seconds to pass and then the display will go back to bottle counter and be in run mode.
- 6) Test bottle filler by placing bottle or hand in front of sensor to make sure water is dispensed.

SETTING UNIT TYPE

- 1) Depress the program button for approximately 2 seconds until the display changes then release. The display will change and scroll through two messages:
"RST FLTR" – Reset Filter Status LED
"SETTINGS" – System Settings Sub Menu
If the program button is not pushed again the display will scroll through the two messages above for three cycles and then default back to bottle count and be back in run mode.
- 2) When the display changes to "SETTINGS", depress the button again.
The display will change to show
"RNG SET" - Range set for IR sensor.
"UNIT TYP" - Type of unit (REFRIG or NON-RFRG)
"FLT SIZE" - Select filter capacity
"RST BCNT" - Reset bottle count

Continued from below:

- 3) When display shows "UNIT TYPE" push program button once the display will show current value. Can be REFRIG or NON-RFRG
- 4) Push button once to change value. Once value is selected the display will show the new value. (Can be REFRIG or NON-RFRG)
"REFRIG" - stands for refrigerated product. In this setting the flow rate is estimated at 1.0 gallon per minute.
"NON-RFRG" - stands for nonrefrigerated product. In this setting the flow rate is estimated at 1.5 gallons per minute. Both "REFRIG" and "NON-RFRG" simulate 1 bottle equal to 20 oz.
- 5) Allow approximately 4 seconds to pass and the display will return to bottle counter and be in run mode.

RESETTING BOTTLE COUNT

- 1) Depress the program button for approximately 2 seconds until the display changes then release. The display will change and scroll through two messages:
"RST FLTR" – Reset Filter Status LED
"SETTINGS" – System Settings Sub Menu
If the program button is not pushed again the display will scroll through the two messages above for three cycles and then default back to bottle count and be back in run mode.
- 2) When the display changes to "SETTINGS", depress the button again.
The display will change to show:
"RNG SET" - Range set for IR sensor.
"UNIT TYP" - Type of unit (REFRIG or NON-RFRG)
"FLT SIZE" - Select filter capacity
"RST BCNT" - Reset bottle count
If the button is not pushed again the display will scroll through the four messages above for three cycles and return to run mode.
- 3) When display shows "RST BCNT" push program button once the display will show current value, e.g. "0033183".
- 4) Once display shows current value push the program button once more to reset back to 0. The display will show BTLCT = 0 for approximately 2 seconds and then return to run mode showing 00000000 bottles.
NOTE: Once the bottle count is reset to zero there is no way to return to the previous bottle count.
- 5) Testing the bottle counter:
REFRIG units: Place bottle or hand in front of sensor for approximately 9 seconds to see bottle counter count 00000001,
(This is based on filling a 20 oz. bottle).
NON-RFRG units: Place bottle or hand in front of sensor for approximately 6 seconds to see bottle counter count 00000001,
(This is based on filling a 20 oz bottle).

SETTING FILTER CAPACITY

- 1) Depress the program button for approximately 2 seconds until the display changes then release. The display will change and scroll through two messages:
"RST FLTR" – Reset Filter Status LED
"SETTINGS" – System Settings Sub Menu
If the program button is not pushed again the display will scroll through the two messages above for three cycles and then default back to bottle count and be back in run mode.
- 2) When the display changes to "SETTINGS", depress the button again.
The display will change to show:
"RNG SET" - Range set for IR sensor.
"UNIT TYP" - Type of unit (REFRIG or NON-RFRG)
"FLT SIZE" - Select filter capacity
"RST BCNT" - Reset bottle count
If the button is not pushed again the display will scroll through the four messages above for three cycles and return to run mode.
- 3) When display shows "FLT SIZE" push program button once. The display will show current value. Can be 3000GAL or 6000GAL.
- 4) Push program button again to display the desired "FLT SIZE".
- 5) Allow approximately 4 seconds to pass and the display will return to bottle counter and be in run mode.

MOUNTING
FRAME

REMOTE
CHILLER

FILTER
(OPTIONAL)

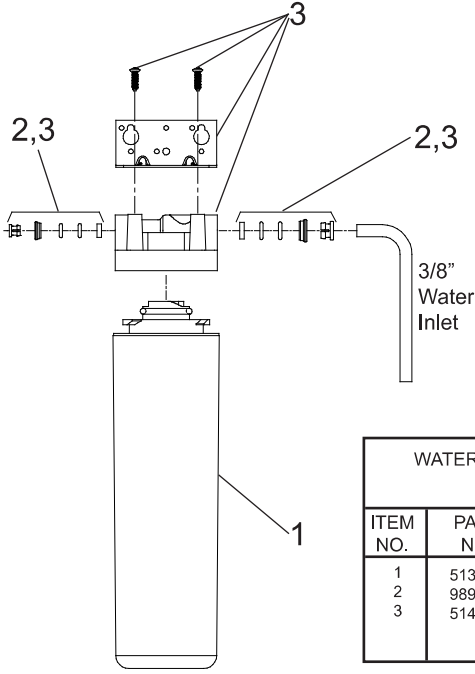
MAIN PANEL

DRAIN
LOCATIONS

MOUNTING
FRAME

LOWER PANEL

Figure 9



WATERSENTRY® PLUS FILTER PARTS LIST (See Fig. 10)		
ITEM NO.	PART NO.	DESCRIPTION
1	51300C	Filter Assy-3000 Gal.
2	98926C	Kit-Filter Head Fittingsk-includes John Guest
3	51469C	Fittings Assy-Filter & Brkt includes Fltr Head/Mtg Bkt/ John Guest Fittings/Screws

Fig. 10

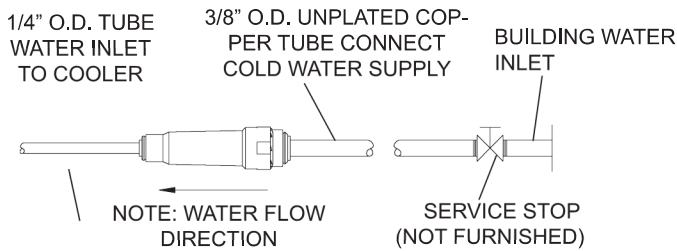
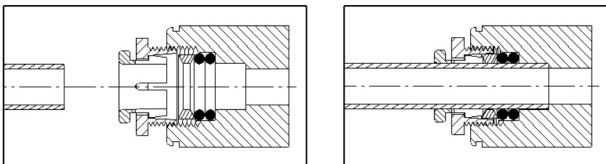


Figure 11 – Water Supply Connections

PARTS LIST		
ITEM NO.	PART NO.	DESCRIPTION
1	56073C	Kit - Bubbler Assy
2	28708C	Basin - Swirlflow
3	28473C	Lower Shell
4	45767C	Fountain Body
5	28343C	Cover Plate
6	45781C	Sleeve
7	98871C	Kit - Swirlflo Pushbutton/Spring
8	98530C	Kit - Regulator/Spring/Nut
9	56163C	Gasket - Drain
10	000000930	Kit - Drain/Tailpipe
11	45768C	Drain - Plug 1-1/2"
12	56092C	Poly Tubing (Cut To Length)
13	1000001994	Kit - 70682C 1/4 Tee (3 Pack)
14	55996C	Strainer (Provided with Chiller)
15	1000002062	Kit - Tee 1/4 x 1/4 x 3/8 (3 Pack)
16	27026C	Lower Panel
17	111008343890	Screw - #10-24 x .62 HHSM
18	70432C	Screw - #8-32 x .38 THSM
19	38417001	Screw - #8-18 x .37 HHSM
20	75560C	Screw - 5/16-18 x 1.00 HHMS
21	75632C	Setscrew - #10-32 x .38
22	1000001772	Kit - 70817C Elbow 1/4x1/4 (3 Pack)
23	111577343890	Nut - Serrated Hex 5/16-18
24	28395C	Bracket - Support
25	1000002162	Kit - 70683C 1/4 Union (3 Pack)
26	99003C	Reset Switch Assy

BOTTLE FILLER REPLACEMENT PART KITS

ITEM NO.	PART NO.	DESCRIPTION
27	98543C	Kit - Electrical Package
28	98544C	Kit - EE Sensor
29	98545C	Kit - Solenoid Valve Replacement
30	98546C	Kit - Aerator Replacement
31	98549C	Kit - Hardware & Waterway Parts



Note: Screw the locknut hand tight to seal

Figure 12

Installation Package

The components for installation are packed in three separate boxes, regardless of the type of unit being installed. The boxes contain the following:

Box No. 1: Wall Frame(s)

Box No. 2: Remote Chiller, ECH8

Box No. 3: Fountain(s), Arm(s) and Panels

Additional materials, as noted in the Parts List, are also shipped in these boxes.

TROUBLESHOOTING & MAINTENANCE

Orifice Assembly: Mineral deposits on orifice can cause water flow to spurt or not regulate. Mineral deposits may be removed from the orifice by poking with a small round file not over 1/8" diameter, or using a small diameter wire.



CAUTION: DO NOT file or cut orifice material

Stream Regulator: If orifice is clean, regulate flow as in Step 14 of the installation instructions. If replacement is necessary, see parts list for correct regulator part number.

Actuation of Quick Connect Water Fittings: Cooler is provided with lead-free connectors which utilize an o-ring water seal. To remove tubing from the fitting, relieve water pressure, push in on the gray collar while pulling on the tubing. (See Fig. 13) To insert tubing, push tube straight into fitting until it reaches a positive stop (approximately 3/4").

OPERATION OF QUICK CONNECT FITTINGS

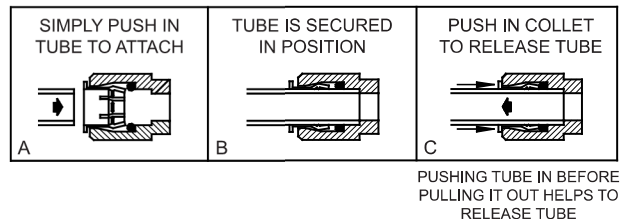


Figure 13 – Quick Connect Fittings

FOR PARTS, CONTACT YOUR LOCAL DISTRIBUTOR OR CALL 1.800.834.4816
REPAIR SERVICE INFORMATION TOLL FREE NUMBER 1.800.260.6640

ELKAY MANUFACTURING COMPANY • 2222 CAMDEN COURT • OAK BROOK, IL 60523 • 630.574.8484 • www.elkay.com

ELKAY®



5.

INSTALLATION and USE MANUAL

VRC8TLWS™ Series Water Coolers with ezH2O® Bottle Filling Stations

Refrigeradores de agua serie VRCTL8WS™ con estaciones de llenado de botellas ezH2O®

Les refroidisseurs d'eau de la série VRCTL8WS™ avec des stations de remplissage de bouteilles ezH2O®

IMPORTANT

THIS IS AN INDOOR APPLICATION ONLY.
ALL SERVICE TO BE PERFORMED BY AN
AUTHORIZED SERVICE PERSON.

Model VRCTL8WS



Model VRCTLR8WS



TOOLS REQUIRED**BUT NOT PROVIDED:**

SAFETY GLASSES
GLOVES
ELECTRIC DRILL
3/4" WRENCH OR CRESCENT WRENCH
UTILITY KNIFE
TAPE MEASURE
PENCIL
CENTER PUNCH
1/2" SOCKET & RATCHET WRENCH
5/32" ALLEN WRENCH

HERRAMIENTAS NECESARIAS**PERO NO SUMINISTRADO:**

LENTES DE SEGURIDAD
GUANTES
TALADRO ELÉCTRICO
3/4" LLAVE AJUSTABLE
CUCHILLO PARA USO GENERAL
CINTA MÉTRICA
LÁPIZ
SACADOR DE CENTRO
TOMA DE 1/2" Y LLAVE DE TRINQUETE
5/32" LLAVE ALLEN

Outils Nécessaires**MAIS NON FOURNI:**

LUNETTES DE PROTECTION
GANTS
PERCEUSE ÉLECTRIQUE
3/4" CLÉ À MOLETTE
COUTEAU UTILITAIRE
RUBAN À MESURER
CRAYON
OUTIL CENTER PUNCH
DOUILLE 1/2" & CLÉ À CLIQUET
5/32" CLÉ ALLEN

5.

IMPORTANT! INSTALLER PLEASE NOTE

THE GROUNDING OF ELECTRICAL EQUIPMENT SUCH AS TELEPHONE, COMPUTERS, ETC. TO WATER LINES IS A COMMON PROCEDURE. THIS GROUNDING MAY BE IN THE BUILDING OR MAY OCCUR AWAY FROM THE BUILDING. THIS GROUNDING CAN CAUSE ELECTRICAL FEEDBACK INTO A FOUNTAIN, CREATING AN ELECTROLYSIS WHICH CAUSES A METALLIC TASTE OR AN INCREASE IN THE METAL CONTENT OF THE WATER. THIS CONDITION IS AVOIDABLE BY USING THE PROPER MATERIALS AS INDICATED. ANY DRAIN FITTINGS PROVIDED BY THE INSTALLER SHOULD BE MADE OF PLASTIC TO ELECTRICALLY ISOLATE THE FOUNTAIN FROM THE BUILDING PLUMBING SYSTEM. WE SUGGEST THAT THE BOTTLE FILLING STATION AND WATER COOLER BE PROTECTED BY A GROUND FAULT CIRCUIT INTERRUPTER (GFCI).

LA PUESTA A TIERRA DE EQUIPOS ELÉCTRICOS COMO TELÉFONO, ORDENADORES, ETC. A LAS LÍNEAS DE AGUA ES UN PROCEDIMIENTO COMÚN. ESTA PUESTA A TIERRA PUEDE ESTAR EN EL EDIFICIO O PUEDE OCURRIR LEJOS DEL EDIFICIO. ESTA PUESTA A TIERRA PUEDE CAUSAR REACCIÓN ELÉCTRICA EN UNA FUENTE, CREANDO UN ELECTROLISIS QUE CAUSA UN GUSTO METÁLICO O UN AUMENTO EN EL CONTENIDO METÁLICO DEL AGUA. ESTA CONDICIÓN ES EVITABLE UTILIZANDO LOS MATERIALES APROPIADOS COMO SE INDICA. CUALQUIER ACOPLAMIENTO DE DRENAJE PROPORCIONADO POR EL INSTALADOR DEBE SER HECHO DE PLÁSTICO PARA AISLAR ELÉCTRICAMENTE LA FUENTE DEL SISTEMA DE PLOMERÍA DE CONSTRUCCIÓN. SUGERIMOS QUE LA ESTACIÓN DE LLENADO DE BOTELLAS Y EL REFRIGERADOR DE AGUA ESTÉ PROTEGIDA POR UN INTERRUPTOR DE CIRCUITO DE FALLA DE TIERRA (GFCI).

LA MISE À LA TERRE D'ÉQUIPEMENT ÉLECTRIQUE COMME TELEPHONE, COMPUTERS, ETC. AUX LIGNES D'EAU EST UNE PROCÉDURE COMMUNE. CETTE MISE À LA TERRE PEUT ÊTRE DANS LE BÂTIMENT OU PEUT DÉCOURIR LE BÂTIMENT. CETTE MISE À LA TERRE PEUT CAUSER UN RÉTROCEMENT ÉLECTRIQUE DANS UNE FONTAINE, CRÉANT UNE ÉLECTROLYSE QUI CAUSE UN GOUT MÉTALLIQUE OU UNE AUGMENTATION DU CONTENU MÉTALLIQUE DE L'EAU. CETTE CONDITION EST ÉVALUABLE EN UTILISANT LES MATÉRIELS PROPRES COMME INDICUÉS. TOUS LES RACCORDES DE SERRAGE FOURNIS PAR L'INSTALLATEUR DEVRAIENT ÊTRE FABRIQUÉS EN PLASTIQUE POUR ISOLER À L'ÉLECTRICITÉ LA FONTAINE DU SYSTÈME DE PLOMBERIE DU BÂTIMENT. Nous souhaitons que la station de remplissage de la bouteille et le refroidisseur d'eau soient protégés par un INTERRUPTEUR DE CIRCUIT DE DÉFAUT DE TERRE (GFCI).

(L)VRC8WS Bottle Fillers are among the easiest to install on the market today. To insure you install these models easily and correctly, PLEASE READ THESE SIMPLE INSTRUCTIONS BEFORE STARTING THE INSTALLATION. CHECK YOUR INSTALLATION FOR COMPLIANCE WITH PLUMBING, ELECTRICAL, AND OTHER APPLICABLE CODES. After installation, leave these instructions with the Fountain for future reference.

(L)VRC8WS rellenos de botella están entre los más fáciles de instalar en el mercado hoy en día. Para asegurar que instale estos modelos fácilmente y correctamente, POR FAVOR LEA ESTAS SIMPLES INSTRUCCIONES ANTES DE INICIAR LA INSTALACIÓN. COMPRUEBE SU INSTALACIÓN PARA CUMPLIR CON LA PLOMERÍA, ELÉCTRICO, Y OTROS CÓDIGOS APLICABLES. Después de la instalación, deje estas instrucciones con la fuente para futuras referencias.

Les garnitures de bouteilles (L)VRC8WS sont parmi les plus faciles à installer sur le marché aujourd'hui. Pour vous assurer d'installer ces modèles facilement et correctement, VEUILLEZ LIRE CES INSTRUCTIONS SIMPLES AVANT DE DÉMARRER L'INSTALLATION. VÉRIFIEZ VOTRE INSTALLATION POUR CONFORMITÉ AVEC PLOMBERIE, ÉLECTRIQUE ET AUTRES CODES APPLICABLES. Après l'installation, laissez ces instructions avec la fontaine pour référence ultérieure.

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Note: Danger! Electric shock hazard. Disconnect power before servicing unit.

Nota: peligro! Peligro de descarga eléctrica. Desconecte antes de reparar la unidad.

Remarque : Danger ! Risque d'électrocution. Débrancher avant de réparer l'appareil.

Pictured is unit only without bottle filler.

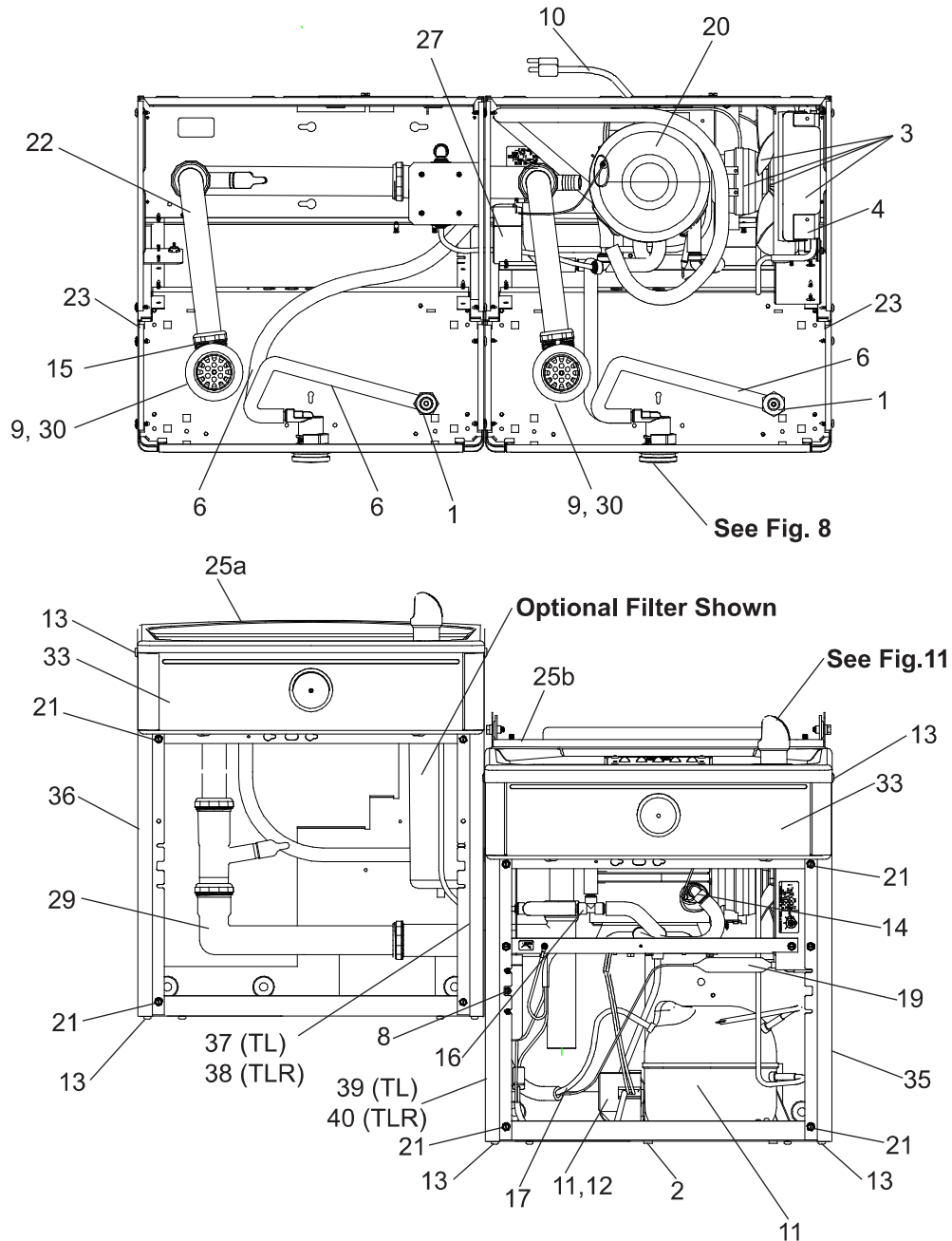
En la foto, la unidad sólo sin relleno botella.

Sur la photo, est une unité seulement sans remplissage de la bouteille.

Uses HFC-134A refrigerant

Usa refrigerante HFC-134A

Utilise du fluide frigorigène HFC-134A



NOTE: Non-refrigerated units do not include all electrical and refrigeration components shown above.

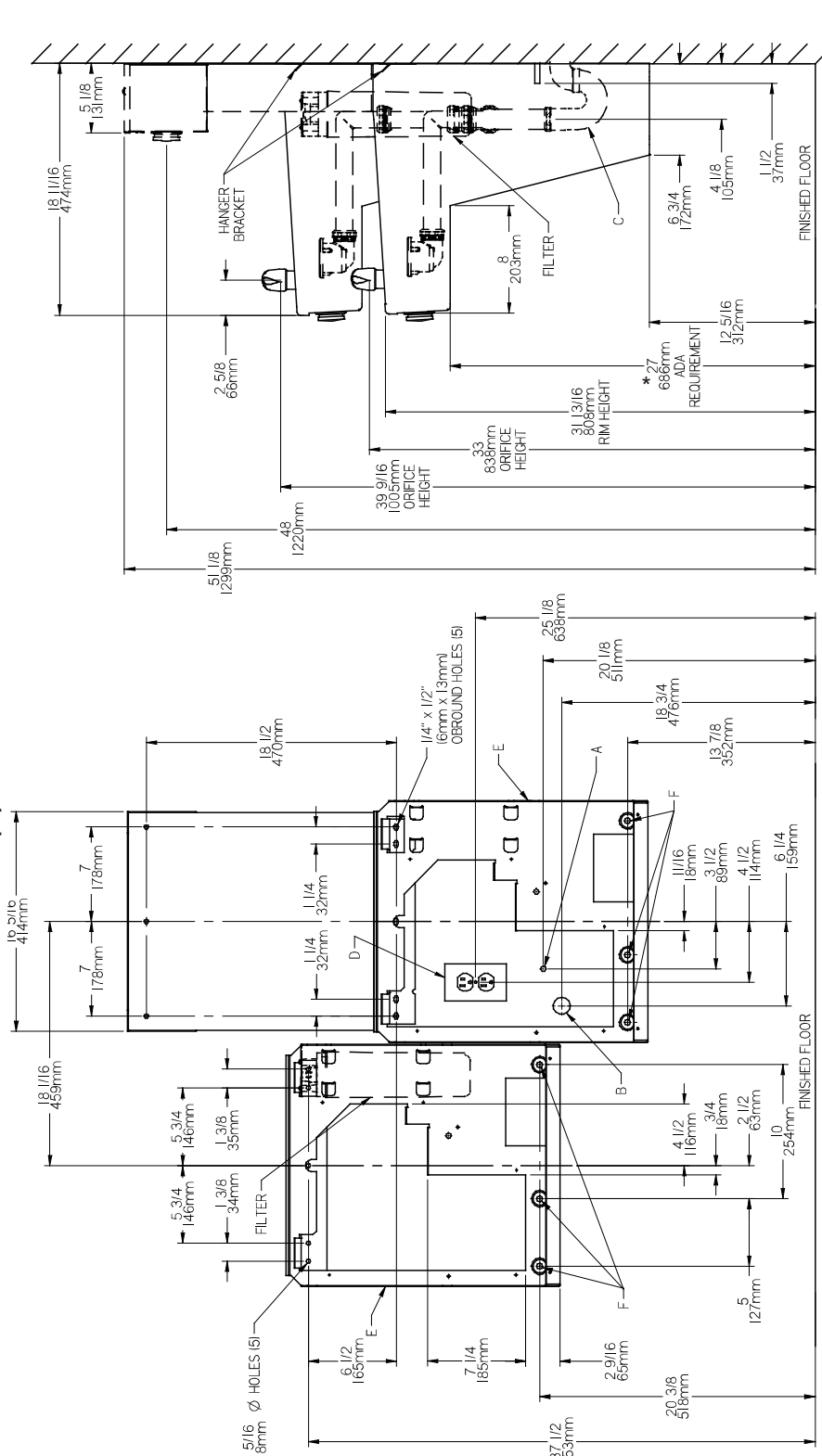
Other components and rough-in are the same as shown.

NOTA: Las unidades no frigorificadas no incluyen todos los componentes eléctricos y de la refrigeración demostrados arriba. Otros componentes y a'spero-en son iguales según lo demostrado.

NOTE: Les unités non frigorifiées n'incluent pas tous les composants électriques et de réfrigération montrés ci-dessus. D'autres composants et rugueux-dans sont identiques que montrés.

FIG. 1
LVRCTL8 SHOWN

(L)VRCTL8



* REDUCE HEIGHT BY 3" FOR INSTALLATION OF CHILDREN'S ADA COOLER

LEGEND/LEYENDA/LÉGENDE

A = RECOMMENDED WATER SUPPLY LOCATION 3/8 O.D. UNPLATED COPPER TUBE CONNECT STUB WITH SHUT OFF (BY OTHERS) 3 IN. (76mm) MAXIMUM OUT FROM WALL

La UBICACION 3/8 O RECOMENDADA PARA EL DRENAJE DE AGUA, D. EI TUBO DEL COBRE DE UNPLATED CONECTA TALONARIO CON APAGO (POR OTROS) 3 en. (76 Mm) el MAXIMO FUERA DE PARED

L.O.D. de 3/8 d'EMPLACEMENT DE PROVISION D'EAU RECOMMANDE. LE TUBE DE CUIVRE DE UNPLATED CONNECTE STUB AVEC ETEINT (PAR LES AUTRES) 3 dans. (76 mm) le MAXIMUM HORS DU MUR

B = RECOMMENDED LOCATION FOR WASTE OUTLET 1-1/2" O.D. DRAIN STUB 2 IN. OUT FROM WALL

UBICACION RECOMENDADA PARA EL DRENAJE DE SALIDA DE AGUA, DE 1-1/2" DE DIAMETRO. EI TALONARIO 2 FUERA DE PARED

EMPLACEMENT RECOMMANDE POUR LE DRAIN DE D.E. 1-1/2" DE SORTIE D'EAU. STUB 2 HORS DU MUR

C = 1-1/2" TRAP NOT FURNISHED

PURGADOR DE 1-1/2 NO PROPORCIONADO

D = ELECTRICAL SUPPLY (3) WIRE RECESSED BOX

CAJA RECESIVA DE ALAMBRES (3) DE SUMINISTRO ELÉCTRICO

BOÎTE ENCASTRÉE D'ALIMENTATION ÉLECTRIQUE (3) FILS

E = INSURE PROPER VENTILATION BY MAINTAINING 6" (152 mm) (MIN.) CLEARANCE FROM CABINET LOUVERS TO WALL.

ASEGURE UNA VENTILACION ADECUADA MANTENIENDO UN ESPACIO E 6" (152 mm) (MIN.) DE HOLGURA ENTRE LA REJILLA DE VENTILACION DEL MUEBLE Y LA PARED

ASSUREZ-VOUS UNE BONNE VENTILATION EN GARANTANT 6" (152 mm) (MIN.) ENTRE LES ÉVÉNEMENTS DE L'ENCEINTE ET LE MUR.

F = 7/16 BOLT HOLES FOR FASTENING UNIT TO WALL

AGUJEROS DE LAS TUERCAS DE 7/16 PARA SUJETAR LA UNIDAD A LA PARED

TROUS D'ECROUS 7/16 POUR FIXER L'APPAREIL AU MUR

**NEW INSTALLATIONS MUST USE GROUND FAULT INTERRUPTER (GFCI)

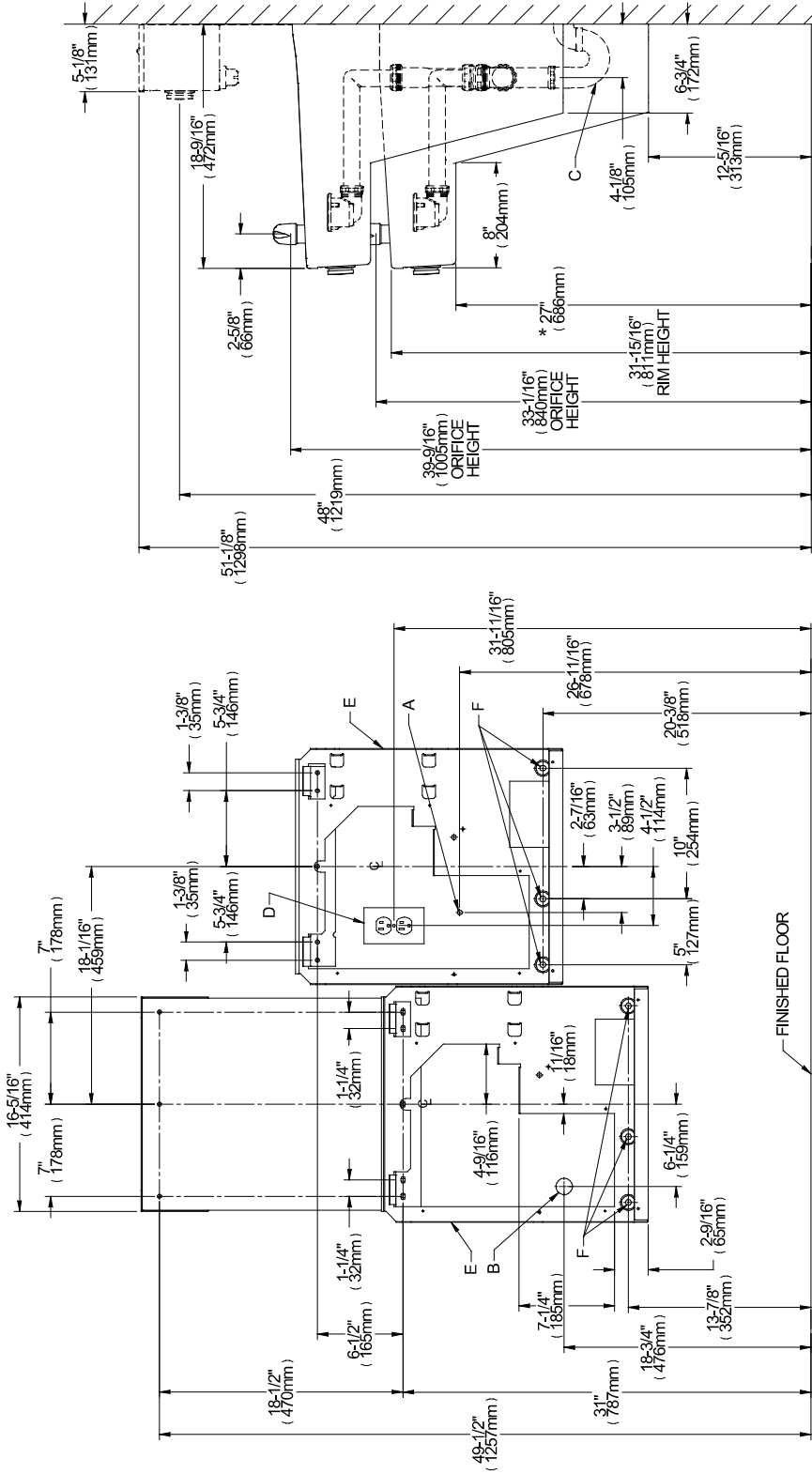
**Las nuevas instalaciones deben utilizar el interruptor de circuito de tierra de la avería (GFCI)

**Les nouvelles installations doivent employer l'interrupteur de circuit moulé de défaut (GFCI)

* ADA REQUIREMENT
* REQUISITO DE A.D.A.
* EXIGENCE ADA

FIG. 2

VRCTLR8



* REDUCE HEIGHT BY 3" FOR INSTALLATION OF CHILDREN'S ADA COOLER

LEGEND/LEYENDA/LÉGENDE

A = RECOMMENDED WATER SUPPLY LOCATION 3/8 O.D. UNPLATED COPPER TUBE CONNECT STUB WITH SHUT OFF (BY OTHERS) 3 IN. (76mm) MAXIMUM OUT FROM WALL
 La UBICACION 3/8 O RECOMENDADA DE ABASTECIMIENTO DE AGUA, D. EI TUBO del COBRE de UNPLATED CONECTA TALONARIO CON APAGO (POR OTROS) 3 en. (76 Mm) el MAXIMO FUERA DE PARED

B = RECOMMENDED LOCATION FOR WASTE OUTLET 1-1/2" O.D. DRAIN STUB 2 IN. OUT FROM WALL
 UBICACION RECOMENDADA PARA EL DRENAJE DE SALIDA DE AGUA, DE 1-1/2" DE DIAMETRO. EI TALONARIO 2 FUERA DE PARED

C = 1-1/2" TRAP NOT FURNISHED
 PURGADOR DE 1-1/2 NO PROPORCIONADO
 SIPHON 1-1/2 NON FOURNI

D = ELECTRICAL SUPPLY (3) WIRE RECESSED BOX
 CAJA RECESIVA DE ALAMBRES (3) DE SUMINISTRO ELÉCTRICO

E = INSURE PROPER VENTILATION BY MAINTAINING 6" (152 mm) (MIN.) CLEARANCE FROM CABINET LOUVERS TO WALL.
 ASSEGURE UNA VENTILACION ADECUADA MANTENIENDO UN ESPACIO E 6" (152 mm) (MIN.) DE HOLGURA ENTRE LA REJILLA DE VENTILACION DEL MUEBLE Y LA PARED

F = 7/16 BOLT HOLES FOR FASTENING UNIT TO WALL
 AGUJEROS DE LAS TUERCAS DE 7/16 PARA SUJETAR LA UNIDAD A LA PARED

****NEW INSTALLATIONS MUST USE GROUND FAULT CIRCUIT INTERRUPTER (GFCI)**
 **Las nuevas instalaciones deben utilizar el interruptor de tierra de la avería (GFCI)

****Les nouvelles installations doivent employer l'interrupteur de circuit moulé de défaut (GFCI)**

* ADA REQUIREMENT
 * REQUISITO DE A.D.A.
 * EXIGENCE ADA

FIG. 3

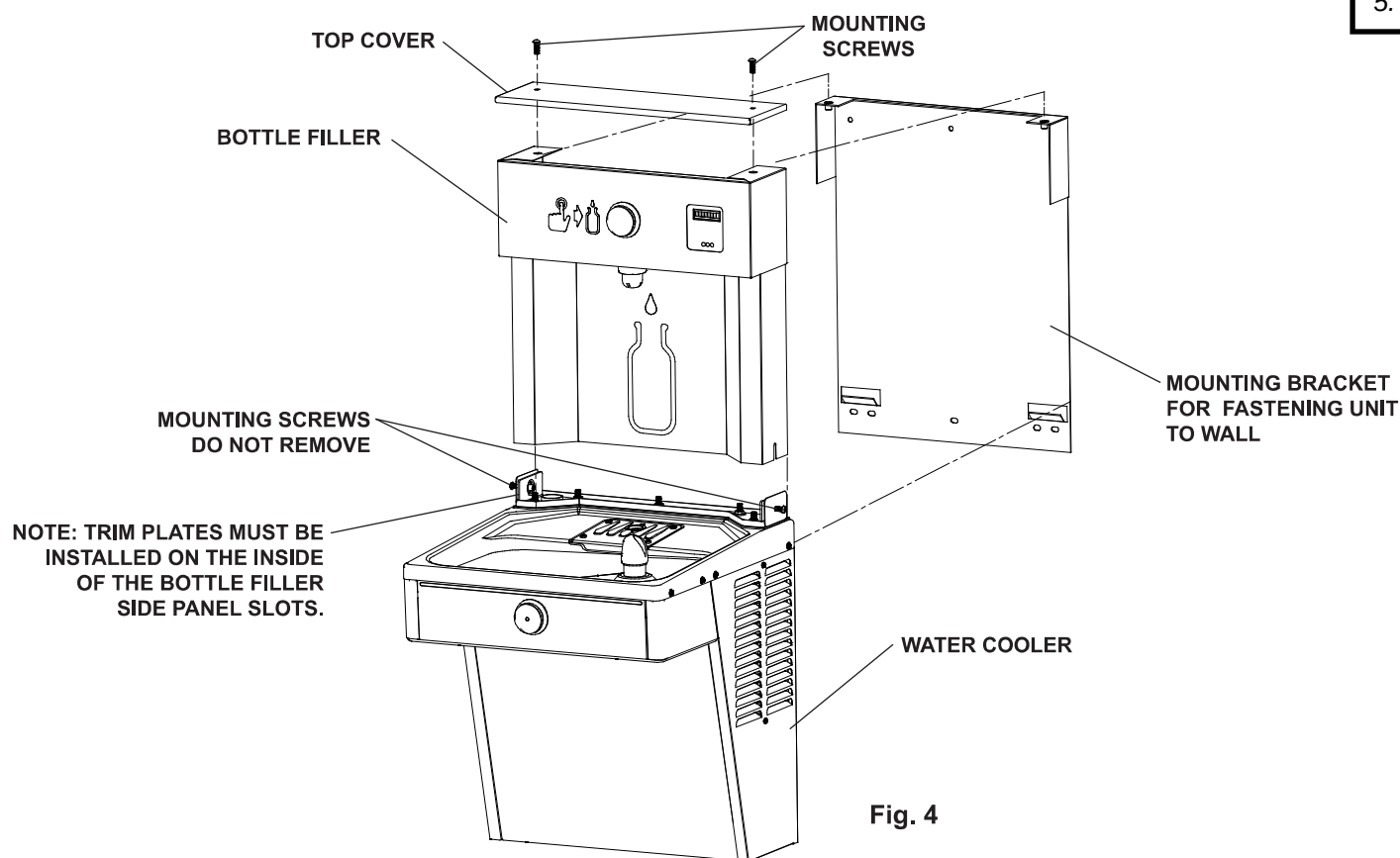
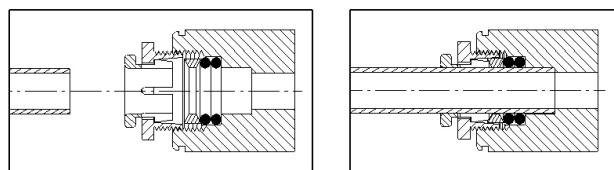


Fig. 4

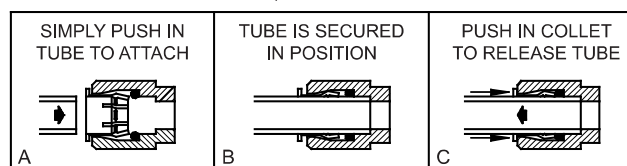
BOTTLE FILLER INSTALLATION

- 1) **Remove wall mounting plates from Coolers.** Install Wall Mounting Plates as per rough-in diagrams on Page 4 or 5 of this instruction.
NOTE: Mounting plates MUST be supported securely. Add fixture support carrier if wall will not provide adequate support.
- 2) **Install lower water cooler only** at this time onto bracket as per rough-in diagram (See rough-in on Page 4 or 5). DO NOT connect power to cooler at this time or turn water supply on.
- 3) **Remove (L)VRCTL Bottle Filler from carton.** Lay Bottle Filler on water cooler basin and cut insulation from tube even with bottom of unit, remove this insulation from the 3/8" tube, but do not discard. Feed the powercord and waterline through the hole on top of water cooler.
NOTE: To prevent scratching the basin place a towel or soft cloth over the entire basin when working above it.
- 4) **With the power cord and waterline** on top of water cooler, place Bottle Filler onto mounting bracket on basin. (See Fig. 4). Make sure bottle filler is installed properly on the basin gasket.
- 5) **Once Bottle Filler is installed on basin mounting bracket,** tighten the two screws (supplied) one on each side of the bottle filler. Install Top Cover on Bottle Filler (See Fig. 4) with two mounting screws (supplied). **Caution do not over tighten screws.**
- 6) **Secure non-refrigerated unit to wall,** connect drains and water inlet.
- 7) **Install the 1/4" poly tubing and insulation** from the outlet of the filter to the union on top of the evaporator. Install the 1/4" poly tubing and insulation from the regulator in the non-refrigerated cooler to one of the tees at the evaporator outlet. Install remaining tube insulation to the water line from bottle filler, connect Bottle Filler waterline inside of the water cooler by connecting the 3/8" water line to the tee.
- 8) **For Model LVRCTL Install filter cartridge, remove filter from carton,** remove protective cap, attach filter to filter head by firmly inserting into head and rotating filter clockwise.
NOTE: If existing plumbing rough-in locations (Drain, Water In, Electric Supply) do not allow the filter to be mounted inside the cooler cabinet the filter can be installed horizontally below the unit. A retrofit kit is available to mount the filter beneath the cooler.
- 9) **Turn water supply on and inspect for leaks.** Fix all leaks before continuing.
- 10) **Once unit has been inspected for leaks** and any leaks that are found are corrected, plug Bottle Filler and (L)VRCTL unit into wall. Be sure to reinstall fuse to the circuit or switch the circuit breaker back to the "ON" position.
- 11) **Once power is applied to Bottle Filler,** the GREEN LED light should illuminate showing good filter status along with the LCD Bottle Counter.
- 12) **Verify proper dispensing by depressing the button** at the top of the Bottle Filler and verify water dispenses. Note: the first initial dispenses might have air in line which may cause a sputter. This will be eliminated once all air is purged from the line.
- 13) **Once unit tests out,** install Lower Panel back on (L)VRCTL water coolers. Unit is now ready for use.



Note: Screw the locknut hand tight to seal

Fig. 5

OPERATION OF QUICK CONNECT FITTINGS

PUSHING TUBE IN BEFORE
PULLING IT OUT HELPS TO
RELEASE TUBE

Fig. 6

REMOVAL OF BOTTLE FILLER FOR SERVICING

- 1) **Turn off the water supply** to the Water Coolers. Unplug and/or turn off Circuit Breaker to Cooler(s) and Bottle Filler. **NOTE:** the Lower Front Panel of the coolers may need to be removed. To prevent scratching the basin place a towel or soft cloth over the entire basin when working above it.
- 2) **Loosen but DO NOT remove the Pinned Torx Head Screw** from the outer side of the Bottle Filler and loosen but DO NOT remove the 1/4" hex. head bolt from between the two cooler (See Figs 7 or 8). Remove the two (2) Pinned Torx Head Screws from the Top Cover & remove the Top Cover. The Bottle Filler may then be lifted up and off the Water Cooler (The water line will still be connected from the Water Cooler to the Bottle Filler.)

1/4" HEX. HEAD BOLT THIS LOCATION ONLY

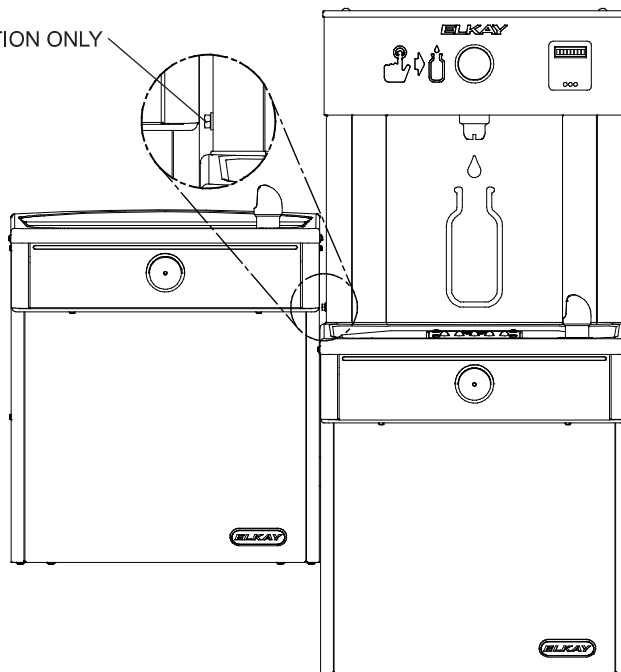


Fig. 7

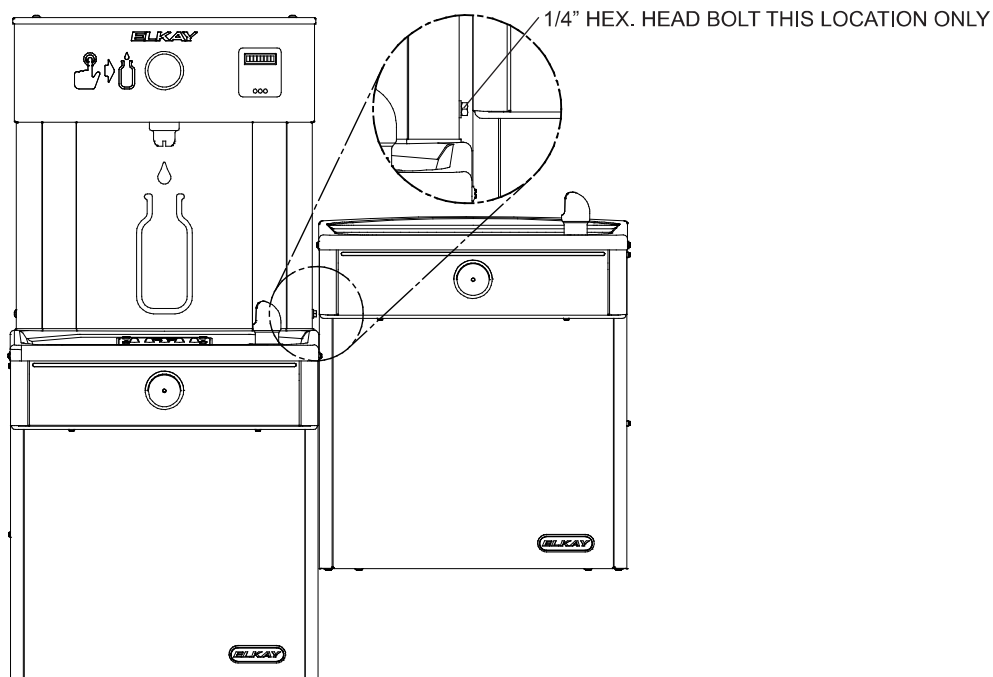
STANDARD TWO-LEVEL CONFIGURATION**STANDARD TWO-LEVEL REVERSED CONFIGURATION**

Fig. 8

IMPORTANT
ALL SERVICE TO BE PERFORMED BY AN
AUTHORIZED SERVICE PERSON

IMPORTANTE
TODO EL SERVICIO DEBERÁ SER EFECTUADO POR UNA
PERSONA DE SERVICIO AUTORIZADA

IMPORTANT
TOUT ENTRETIEN DOIT ÊTRE EFFECTUÉ PAR UN
REPRÉSENTANT AUTORISÉ

HANGER BRACKETS & TRAP
INSTALLATION

- 1) Remove hanger bracket fastened to back of cooler by removing one (1) screw.
- 2) Mount the hanger bracket and trap as shown in Figure 2 or 3.

NOTE: Hanger Bracket **MUST** be supported securely. Add fixture support carrier if wall will not provide adequate support.

IMPORTANT:

- 4 1/8 in. (121mm) dimension from wall to centerline of trap must be maintained for proper fit.
- Anchor hanger securely to wall using all five (5) 1/4 in. dia. mounting holes.
- 3) Install straight valve for 3/8" O.D. tube.

INSTALLATION OF COOLER

- 4) Hang the cooler on the hanger bracket. Be certain the hanger bracket is engaged properly in the slots on the cooler back as shown in Figure 2 or 3.
- 5) Loosen the two (2) screws holding the lower front panel at the bottom of cooler base and two (2) screws at the top (**Use torx bits sold separately**). Remove the front panel and set aside.
- 6) Connect water inlet line—See Note 4 of General Instructions.
- 7) Remove the slip nut and gasket from the trap and install them on the cooler waste line making sure that the end of the waste line fits into the trap. Assemble the slip nut and gasket to the trap and tighten securely.

START UP

Also See General Instructions

- 8) Stream height is factory set at 45-50 PSI. If supply pressure varies greatly from this, adjust screw using the access hole in the pushbutton (insert screwdriver). CW adjustment will raise stream and CCW adjustment will lower stream. For best adjustment, stream should hit basin approximately 6-1/2" (165mm) from bubbler.

INSTALACIÓN DE FIJADOR DE
SUSPENSIÓN Y DEL PURGADOR

- 1) Quite el fijador de suspensión sujetados a la parte posterior del enfriador quitando un (1) tornillo.
- 2) Monte el fijador de suspensión y quite el purgador como se muestra en la Fig. 2 o 3.

NOTA: El fijador de suspensión **DEBE** de ser sostenido con seguridad. Coloque portadores de soporte de instalaciones fijas si la pared no proveerá un soporte adecuado.

IMPORTANTE:

- Se debe mantener una dimensión de 4 1/8 pulgadas (121mm) desde la pared hasta la línea central del purgador para que calce de forma adecuada.
- Ancle el suspensor de forma segura a la pared usando todos los cinco (5) agujeros de montaje de 1/4" de diámetro.
- 3) Instale la válvula directa para el tubo de 3/8" de diámetro externo.

INSTALACIÓN DEL ENFRIADOR DE AGUA

- Suspenda el enfriador en el fijador de suspensión. Asegúrese que el fijador de suspensión calce correctamente en las ranuras de la parte posterior del enfriador como se indica en la figura 2 o 3.
- 5) Afloje los dos (2) tornillos que sostienen la parte inferior del panel en la parte inferior de la base del enfriador y los dos (2) tornillos en la parte superior (**Utilice los pedacitos torx vendidos por separado**). Quite el panel frontal y póngalo a un lado.
- 6) Conectar el tubo de entrada de agua. Ver la Nota 4 en las Instrucciones Generales.
- 7) Saque la tuerca deslizando y empaquetadura del colector e instálelos en la manquera de residuos de la nevera, asegurándose que el extremo de la manquera encaje en el colector. Coloque la tuerca deslizando y la empaquetadura en el colector y apriete firmemente.

PUESTA EN MARCHA

Ver también las Instrucciones Generales

- 8) La altura del chorro se ajusta en la fábrica a 45-50 PSI. Si la presión de suministro varía mucho de esta valor, ajustar el tornillo usar el agujero de acceso en el botón. El ajuste en sentido horario elevará el chorro y en sentido contrahorario lo bajará (inserte el destornillador). Para un ajuste mejor, el chorro debe chocar con el depósito aproximadamente a 6-1/2" (165mm) del borboteador.

INSTALLATION DU SIPHON ET DU
SUPPORT DE SUSPENSION

- 1) Retirez le support de suspension à l'arrière du refroidisseur en enlevant une (1) vis.
- 2) Installez le support et le siphon tel qu'indiqué à la fig. 2 ou 3.

NOTE : Le support de suspension **DOIT** être bien retenu en place. Ajoutez des ferrures de fixation si le mur n'offre pas le soutien voulu.

IMPORTANT :

- Pour avoir une bonne position, on doit garder une dimension de 4 1/8 po. (121mm) du mur à l'axe central du siphon.
- Ancrez solidement le support au mur à l'aide des five (5) trous de fixation d'un diam. 1/4 po.
- 3) Installez la soupape droite dans le tuyau de D.E. 3/8".

INSTALLATION DU REFROIDISSEUR

- 4) Installez le refroidisseur sur le support en vous assurant que ceux-ci sont bien installés dans les fentes à l'arrière du refroidisseur tel qu'indiqué à la figure 2 ou 3.
- 5) Dégagez les deux (2) vis retenant le panneau inférieur avant au bas de la base du refroidisseur ainsi que deux (2) vis sur le dessus (**Employez le peu Torx vendu séparément**). Retirez le panneau avant et mettez-le de côté.
- 6) Connectez l'alimentation en eau. - Voir note 4 des instructions générales.
- 7) Retirez l'écrou coulissant et le joint du siphon et les installer sur la conduite de vidange de la fontaine en s'assurant que l'extrémité de la conduite de vidange s'ajuste dans le siphon. Assembler l'écrou coulissant et le joint sur le siphon et serrer fermement.

MISE EN MARCHÉ

Voir aussi les Instructions Générales

- 8) La pression du jet est réglée en usine 3,1 et 3,4 bars. Si la pression d'alimentation varie fortement de cette valeur employer l'ouverture d'accès dans le bouton-poussoir. Un réglage dans le sens des aiguilles d'une montre relève le jet, et un réglage dans le sens contraire l'abaisse (insérez le tournevis). Pour un réglage optimum, le jet doit frapper le bassin à environ 165 mm du barboteur.

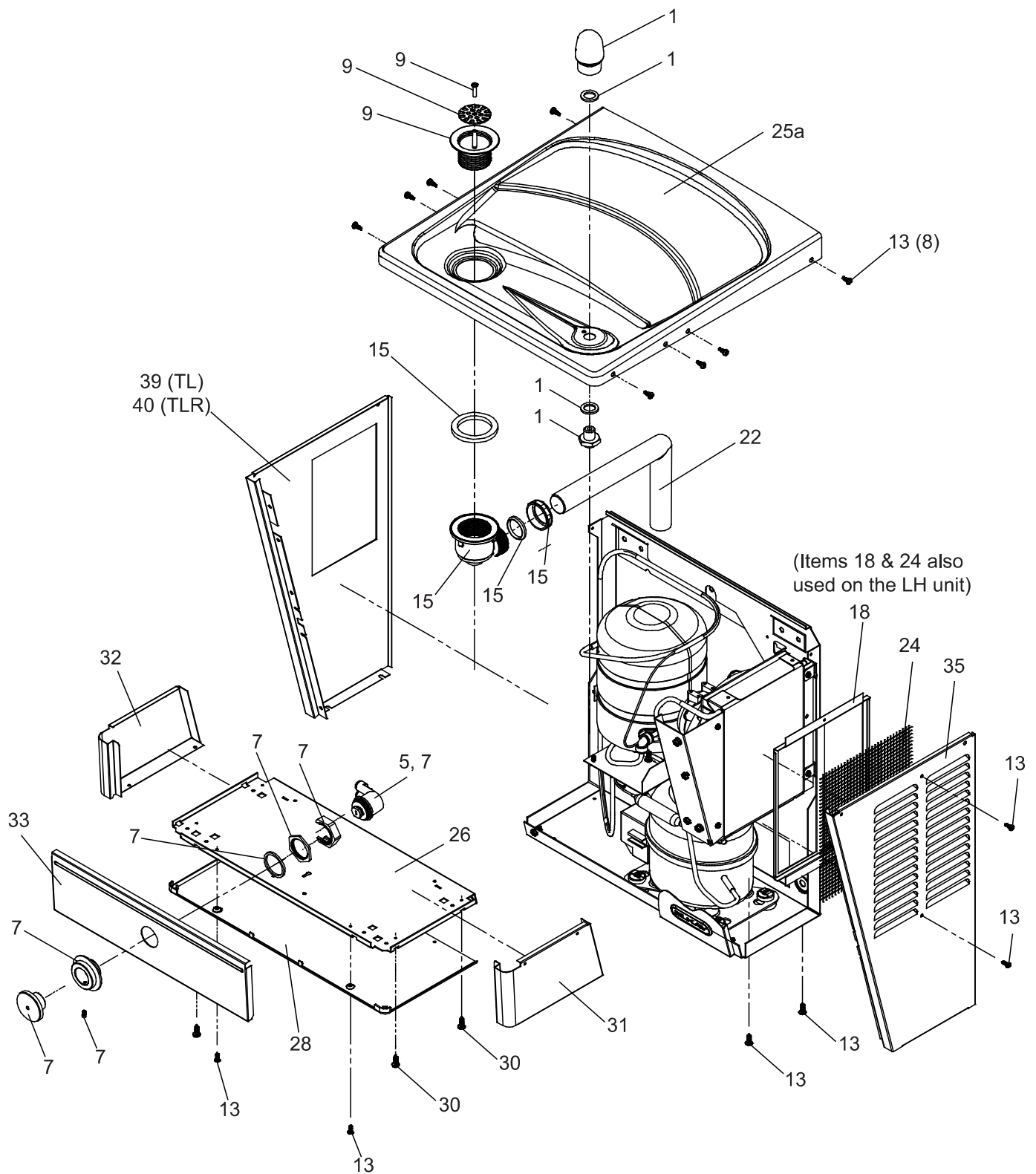


FIG. 9
(Refrigerated side shown)

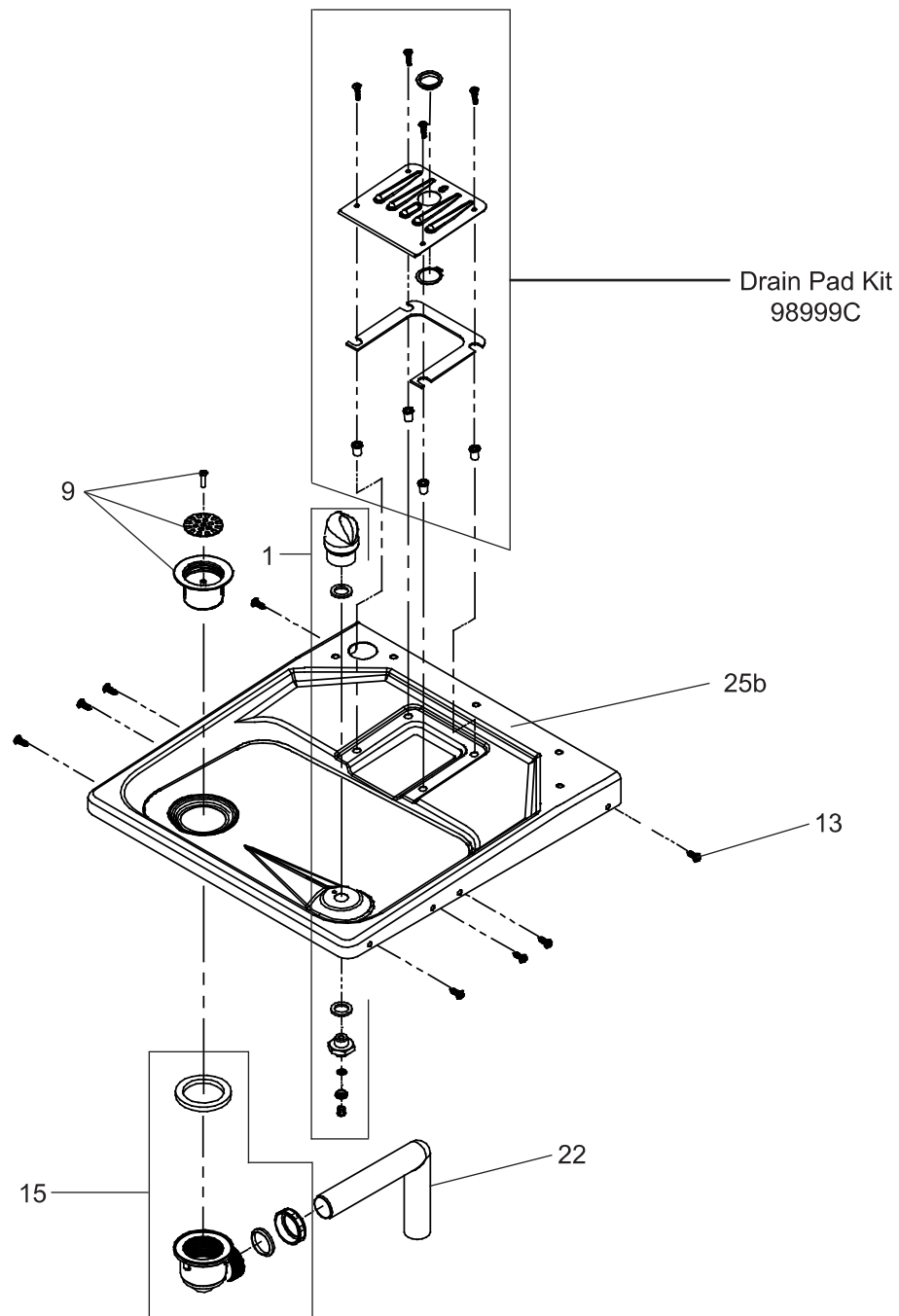
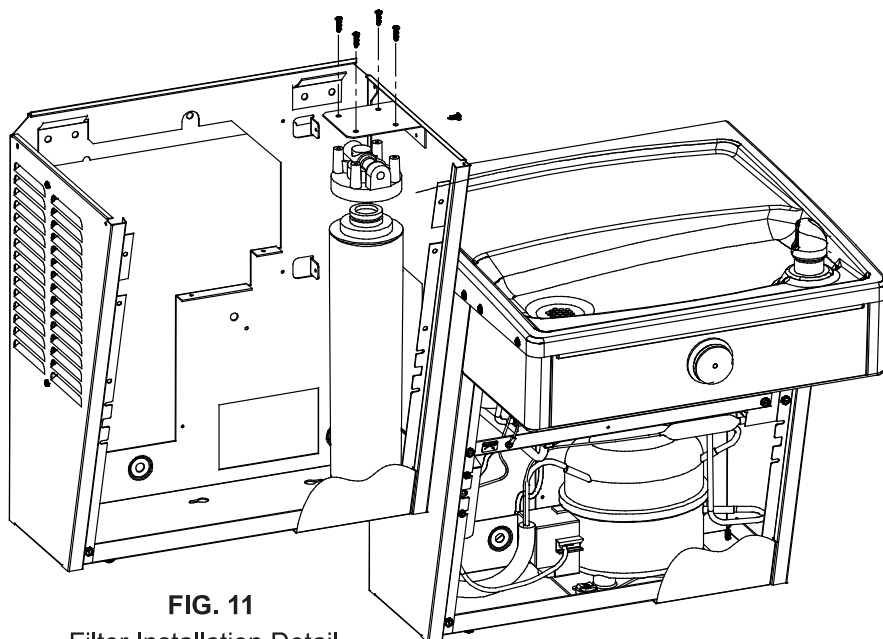
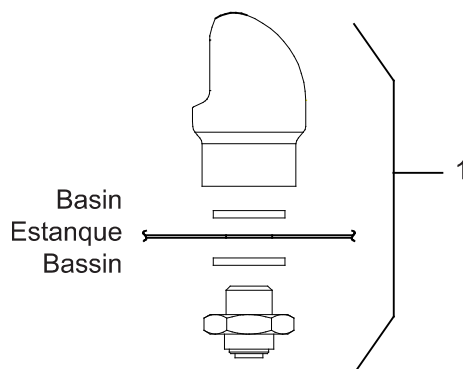


FIG. 10
(Bottle Filler side shown)

**FIG. 11**

Filter Installation Detail
 Detalle de instalación del filtro
 Détail de l'installation du filtre

**FIG.12**

VANDAL RESISTANT BUBBLER DETAIL
 DETALLE DEL GRIFO RESISTENTE AL VANDALISMO
 DESCRIPTION DU BARboteUR RESISTANT AU VANDALISME

Refrig. Unit	COLOR TABLE	TABLA DE LOS COLORES	TABLE DE COULEURS	Item No. 31 Part No. Artículos No. No. de Pieza	Item No. 32 Part No. Artículos No. No. de Pieza	Item No. 33 Part No. Artículos No. No. de Pieza	Item No. 34 Part No. Artículos No. No. de Pieza	Item No. 35 Part No. Artículos No. No. de Pieza	Item No. 39 Part No. Artículos No. No. de Pieza	Item No. 40 Part No. Artículos No. No. de Pieza
Unidad de refrigeración	PANEL COLOR	COLOR DEL PANEL	COULEUR DU PANNEAU	Article Pièce	Article Pièce	Article Pièce	Article Pièce	Article Pièce	Article Pièce	Article Pièce
Réfrigérateur	Stainless Steel	Acero inoxidable	Acero inoxydable	28519C	28522C	28516C	22955C	28525C	28536C	28562C

Left Unit	COLOR TABLE	TABLA DE LOS COLORES	TABLE DE COULEURS	Item No. 31 Part No. Artículos No. No. de Pieza	Item No. 32 Part No. Artículos No. No. de Pieza	Item No. 33 Part No. Artículos No. No. de Pieza	Item No. 34 Part No. Artículos No. No. de Pieza	Item No. 36 Part No. Artículos No. No. de Pieza	Item No. 37 Part No. Artículos No. No. de Pieza	Item No. 38 Part No. Artículos No. No. de Pieza
Unidad Izquierda	PANEL COLOR	COLOR DEL PANEL	COULEUR DU PANNEAU	Article Pièce	Article Pièce	Article Pièce	Article Pièce	Article Pièce	Article Pièce	Article Pièce
élément de gauche	Stainless Steel	Acero inoxidable	Acero inoxydable	28519C	28522C	28516C	22955C	28528C	28539C	28559C

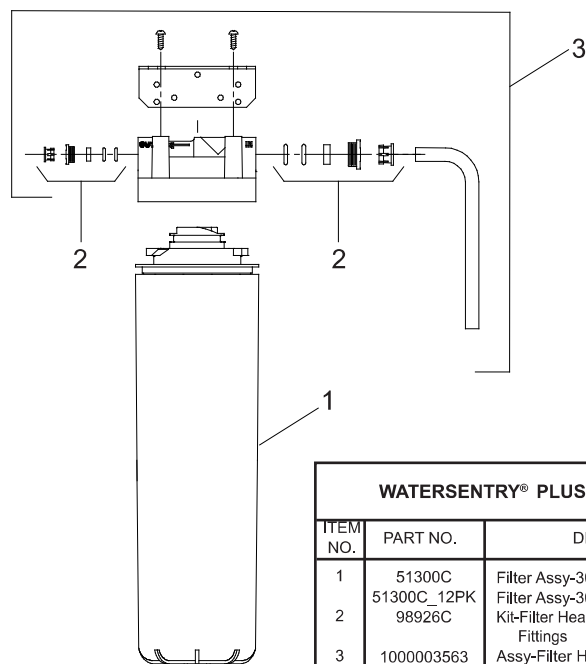


FIG. 13

Water Filter Exploded View

Filtro de agua despiece
Vue éclatée de l'eau filtre

WATERSENTRY® PLUS FILTER PARTS LIST		
ITEM NO.	PART NO.	DESCRIPTION
1	51300C 51300C_12PK	Filter Assy-3000 Gallon (Single) Filter Assy-3000 Gallon (12 Pack)
2	98926C	Kit-Filter Head Fittings-includes John Guest Fittings
3	1000003563	Assy-Filter Head & Brkt includes Filter Head/ Mtg Brkt/John Guest Ftgs/Screws

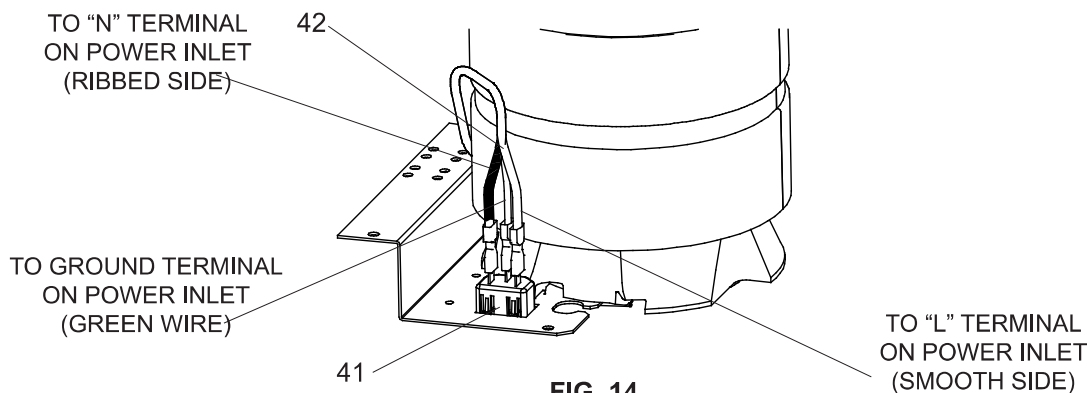


FIG. 14

220V/240V Power Inlet Detail
220V/240V potencia entrada detalle
220V/240V alimentation détail

PARTS LIST 220/240V - LISTA DE PIEZAS 220/240V - LISTE DES PIÈCES 220/240V

ITEM NO.	PART NO.	DESCRIPTION	DESCRIPCIÓN	DESCRIPTION
3	0000000245	Kit - Fan Motor/Blade/Shroud/Nut/Screws	Kit - ventilador Motor/Cuchilla/cubierta/tuerca/tornillos	Kit - ventilateur moteur/lame/carénage/écrou/vis
*11	1000002147	Compressor Service Pak (50Hz)	Paquete de Servicio del Compresor (50 Hz)	Trousse d'entr. supresseur (50Hz)
	1000002146	Compressor Service Pak (60Hz)	Paquete de Servicio del Compresor (60 Hz)	Trousse d'entr. supresseur (60Hz)
12	98751C	Kit - Relay/Overload/Cover (50Hz)	Kit - Relay/sobrecarga/cubierta (50Hz)	Kit - Relais/surcharge/Cover (50 Hz)
	98752C	Kit - Relay/Overload/Cover (60Hz)	Kit - Relay/sobrecarga/cubierta (60Hz)	Kit - Relais/surcharge/Cover (60 Hz)
41	35826C	Power Inlet	Entrada De Eléctrico	Entrée d'alimentation
42	35827C	Wire Assembly	Montaje del alambre	Fil assemblée

***REPLACE WITH SAME COMPRESSOR USED IN ORIGINAL ASSEMBLY.**

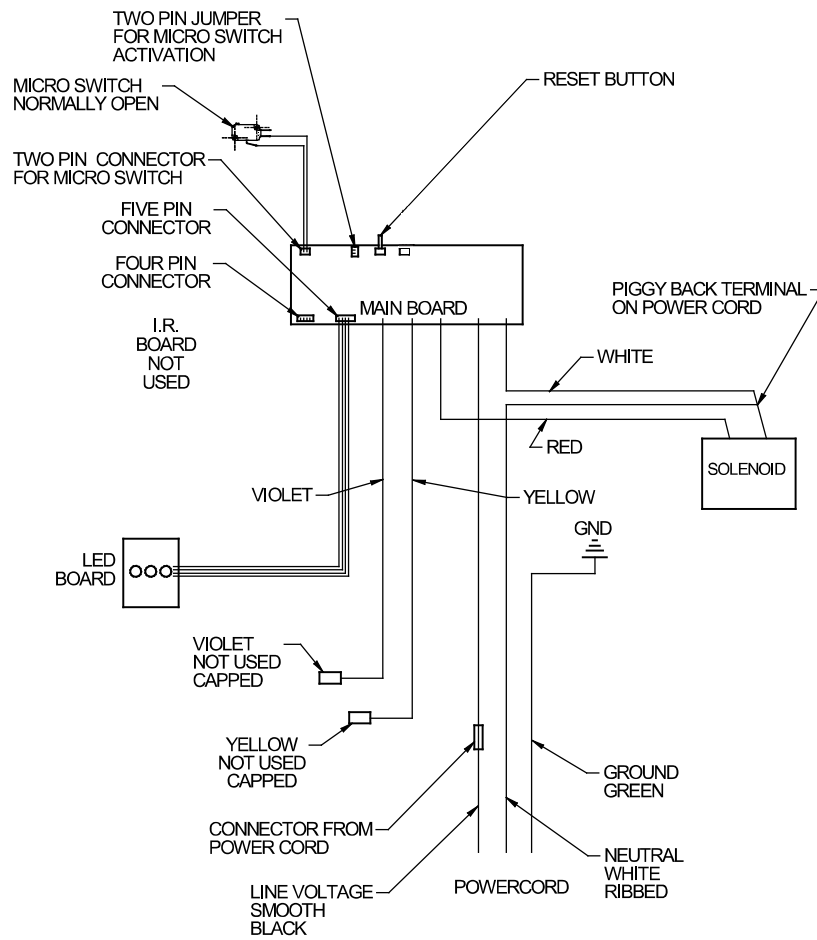
NOTE: All correspondence pertaining to any of the above water coolers or orders for repair parts MUST include Model No. and Serial No. of cooler, name and part number of replacement part.

***REEMPLAZA CON EL MISMO COMPRESOR USADO EN EL ENSAMBLADO INICIAL.**

NOTA: Toda la correspondencia relacionada con el enfriador de agua anterior o con una orden de reparación piezas DEBERÁ incluir el número de modelo y número de serie del enfriador, el nombre y número de pieza de la pieza de repuesto.

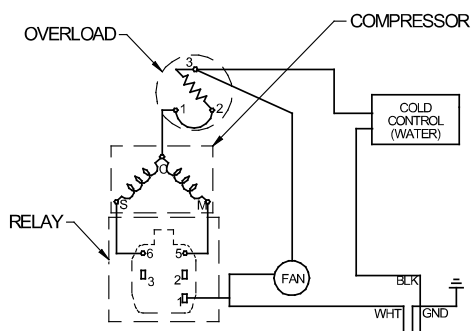
***REMPLACEZ AVEC LE MÊME SURPRESSEUR QUE CELUI UTILISÉ ORIGINALEMENT.**

NOTE : Toute correspondance au sujet des refroidisseurs d'eau courante ou toute commande de pièce de rechange DOIT inclure le numéro de modèle et le numéro de série du refroidisseur ainsi que le nom et le numéro de pièce à remplacer.



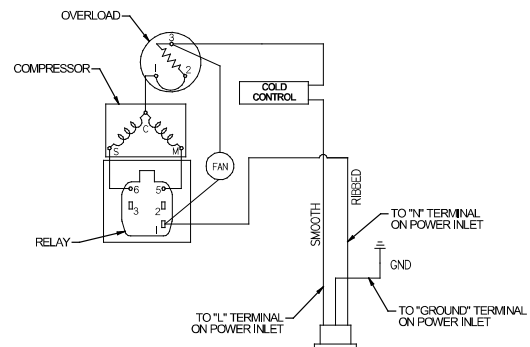
WIRING DIAGRAM 120 VOLT & 220 VOLT SINGLE & BI-LEVEL MICRO SWITCH ACTIVATION
DIAGRAMA DE CABLEADO DE 120 VOLTIOS Y 220 VOLTIOS SOLO Y BIPAP MICRO INTERRUPTOR ACTIVACIÓN
SCHÉMA DE CÂBLAGE 120 VOLTS & 220 VOLT SINGLE & VNDP MICRO INTERRUPTEUR D'ACTIVATION

FIG. 15



115V Wiring Diagram
Esquema eléctrico 115V
Diagramme de câblage 115V

FIG. 16



220V Wiring Diagram
Esquema eléctrico 220V
Diagramme de câblage 220V

FIG. 17

BF9 PROGRAM

SETTING THE CONTROL BOARD

VERIFY CONTROL BOARD SOFTWARE

- 1) To verify the software program of the control board the unit will need to be shut down and restarted. The chiller (if present) does not need to be shut down and restarted.
- 2) The units lower panel must be open to access the power cord and wall outlet.
- 3) Shut down the unit by unplugging the power cord from the wall outlet.
- 4) Restart the unit by plugging the power cord back into the wall outlet.
- 5) Upon start up the bottle count display will show the software designation of BF9.

ACCESSING THE PROGRAMMING BUTTON

- 1) To access the program button remove the bottom cover of the water cooler. The reset button is located on the left side of the cooler near the cold control. Replace the bottom cover after programming operations are completed.
NOTE: There is a reset button located under the top cover on the left hand side of the bottle filler also.

RESET THE FILTER MONITOR

- 1) Instructions apply to filtered units only.
- 2) Depress the program button for approximately 2 seconds until the display changes then release. The display will change and scroll through two messages:
"RST FLTR" – Reset Filter Monitor
"SETTINGS" – System Settings Sub Menu
If the program button is not pushed again the display will scroll through the two messages above for three cycles and then default back to bottle count and be back in run mode.
- 3) When the display changes to "RST FLTR", depress the button again. The display will change to show "FLT =". Depress the button again and the display will show "FLTR =0"
- 4) The Green LED should be illuminated indicating that the visual filter monitor has been reset.

SETTING UNIT TYPE

- 1) Depress the program button for approximately 2 seconds until the display changes then release. The display will change and scroll through two messages:
"RST FLTR" – Reset Filter Status LED
"SETTINGS" – System Settings Sub Menu
If the program button is not pushed again the display will scroll through the two messages above for three cycles and then default back to bottle count and be back in run mode.
- 2) When the display changes to "SETTINGS", depress the button again. The display will change to show "RNG SET"- Range set for IR sensor.
"UNIT TYP" - Type of unit (REFRIG or NON-REFRIG)
"RST BCNT" - Reset bottle count
- 3) When display shows "UNIT TYPE" push program button once the display will show current value
Can be REFRIG or NON-REFRIG
- 4) Push button once to change value. Once value is selected the display will show the new value.
(Can be REFRIG or NON-REFRIG)
"REFRIG" - stands for refrigerated product. In this setting the flow rate is estimated at 1.0 gallon per minute.
"NON-REFRIG" - stands for non-refrigerated product. In this setting the flow rate is estimated at 1.5 gallons per minute.
Both "REFRIG" and "NON-REFRIG" simulated
1 bottle equal to 20 oz.
- 5) Allow approximately 4 seconds to pass and the display will return to bottle counter and be in run mode.

RESETTING BOTTLE COUNT

- 1) Depress the program button for approximately 2 seconds until the display changes then release. The display will change and scroll through two messages:
"RST FLTR" – Reset Filter Status LED
"SETTINGS" – System Settings Sub Menu
If the program button is not pushed again the display will scroll through the two messages above for three cycles and then default back to bottle count and be back in run mode.
- 2) When the display changes to "SETTINGS", depress the button again. The display will change to show "RNG SET"- Range set for IR sensor.
"UNIT TYP" - Type of unit (REFRIG or NON-REFRIG)
"RST BCNT" - Reset bottle count
If the button is not pushed again the display will scroll through the three messages above for three cycles and return to run mode.
- 3) When display shows "RST BCNT" push program button once the display will show current value e.g. "00033183".
- 4) Once display shows current value push the program button once more to reset back to 0. The display will show BTLCT = 0 for approximately 2 seconds and then return to run mode showing 00000000 bottles.
- 5) To test bottle counter:
REFRIG units: Push and hold Bottle Filler Button for 9.4 seconds to see bottle counter count 00000001.
(This is based on filling a 20 oz. bottle).
NON-REFRIG units: Push and hold Bottle Filler Button for 6.25 seconds to see bottle counter count 00000001.
(This is based on filling a 20 oz. bottle)

BF11 - BF12 PROGRAM SETTING THE CONTROL BOARD

5.

VERIFY CONTROL BOARD SOFTWARE

- 1) To verify the software program of the control board the unit will need to be shut down and restarted. The chiller (if present) does not need to be shut down and restarted.
- 2) The units lower panel must be open to access the power cord and wall outlet.
- 3) Shut down the unit by unplugging the power cord from the wall outlet or switching off the circuit breaker to the unit.
- 4) Restart the unit by plugging the power cord back into the wall outlet or by switching on the circuit breaker to the unit.
- 5) Upon start up, the bottle count display will show the software designation of BF11 or BF12.

ACCESSING THE PROGRAMMING BUTTON

- 1) To access the program button, remove the top cover of the bottle-filler. Remove the two (2) screws holding top cover to bottle-filler with a 5/32" allen wrench. Remove top cover. Do not discard mounting screws, they will be needed to reinstall the top cover after programming operations are completed. The programming button is located at the top right side of the unit on the control board.

RESET THE FILTER MONITOR

- 1) Instructions apply to filtered units only.
- 2) Depress the program button for approximately 2 seconds until the display changes then release. The display will change and scroll through two messages:
"RST FLTR" – Reset Filter Monitor
"SETTINGS" – System Settings Sub Menu
If the program button is not pushed again the display will scroll through the two messages above for three cycles and then default back to bottle count and be back in run mode.
- 3) When the display changes to "RST FLTR", depress the button again. The display will change to show "FLTR =". Depress the button again and the display will show "FLTR =0"
- 4) The Green LED should be illuminated indicating that the visual filter monitor has been reset.

SETTING RANGE OF THE IR SENSOR WHERE APPLICABLE

- 1) Depress the program button for approximately 2 seconds until the display changes then release. The display will change and scroll through two messages:
"RST FLTR" – Reset Filter Status LED
"SETTINGS" – System Settings Sub Menu
If the program button is not pushed again the display will scroll through the two messages above for three cycles and then default back to bottle count and be back in run mode.
- 2) When the display changes to "SETTINGS", depress the button again. The display will change to show
"RNG SET" - Range set for IR sensor.
"UNIT TYP" - Type of unit (REFRIG or NON-RFRG)
"FLT SIZE" - Select filter capacity
"RST BCNT" - Reset bottle count
- 3) When display shows "RNG SET" push program button once the display will show current value (can be 1 – 10) e.g. "RNG = 3".
- 4) Once display shows current value push the program button to scroll through value of 1 – 10. Select the desired range setting, "1" being closest to sensor and "10" being farthest away.
- 5) Once range is selected allow approximately 4 seconds to pass and then the display will go back to bottle counter and be in run mode.
- 6) Test bottle filler by placing bottle or hand in front of sensor to make sure water is dispensed.

SETTING UNIT TYPE

- 1) Depress the program button for approximately 2 seconds until the display changes then release. The display will change and scroll through two messages:
"RST FLTR" – Reset Filter Status LED
"SETTINGS" – System Settings Sub Menu
If the program button is not pushed again the display will scroll through the two messages above for three cycles and then default back to bottle count and be back in run mode.

Continued from below:

- 2) When the display changes to "SETTINGS", depress the button again.
The display will change to show
"RNG SET" - Range set for IR sensor.
"UNIT TYP" - Type of unit (REFRIG or NON-RFRG)
"FLT SIZE" - Select filter capacity
"RST BCNT" - Reset bottle count
- 3) When display shows "UNIT TYPE" push program button once the display will show current value. Can be REFRIG or NON-RFRG
- 4) Push button once to change value. Once value is selected the display will show the new value. (Can be REFRIG or NON-RFRG)
"REFRIG" - stands for refrigerated product. In this setting the flow rate is estimated at 1.0 gallon per minute.
"NON-RFRG" - stands for nonrefrigerated product. In this setting the flow rate is estimated at 1.5 gallons per minute. Both "REFRIG" and "NON-RFRG" simulate 1 bottle equal to 20 oz.
- 5) Allow approximately 4 seconds to pass and the display will return to bottle counter and be in run mode.

RESETTING BOTTLE COUNT

- 1) Depress the program button for approximately 2 seconds until the display changes then release. The display will change and scroll through two messages:
"RST FLTR" – Reset Filter Status LED
"SETTINGS" – System Settings Sub Menu
If the program button is not pushed again the display will scroll through the two messages above for three cycles and then default back to bottle count and be back in run mode.
- 2) When the display changes to "SETTINGS", depress the button again.
The display will change to show:
"RNG SET" - Range set for IR sensor.
"UNIT TYP" - Type of unit (REFRIG or NON-RFRG)
"FLT SIZE" - Select filter capacity
"RST BCNT" - Reset bottle count
If the button is not pushed again the display will scroll through the four messages above for three cycles and return to run mode.
- 3) When display shows "RST BCNT" push program button once the display will show current value, e.g. "0033183".
- 4) Once display shows current value push the program button once more to reset back to 0. The display will show BTLCT = 0 for approximately 2 seconds and then return to run mode showing 00000000 bottles.
NOTE: Once the bottle count is reset to zero there is no way to return to the previous bottle count.
- 5) Testing the bottle counter:
REFRIG units: Place bottle or hand in front of sensor for approximately 9 seconds to see bottle counter count 00000001,
(This is based on filling a 20 oz. bottle).
NON-RFRG units: Place bottle or hand in front of sensor for approximately 6 seconds to see bottle counter count 00000001,
(This is based on filling a 20 oz bottle).

SETTING FILTER CAPACITY

- 1) Depress the program button for approximately 2 seconds until the display changes then release. The display will change and scroll through two messages:
"RST FLTR" – Reset Filter Status LED
"SETTINGS" – System Settings Sub Menu
If the program button is not pushed again the display will scroll through the two messages above for three cycles and then default back to bottle count and be back in run mode.
- 2) When the display changes to "SETTINGS", depress the button again.
The display will change to show:
"RNG SET" - Range set for IR sensor.
"UNIT TYP" - Type of unit (REFRIG or NON-RFRG)
"FLT SIZE" - Select filter capacity
"RST BCNT" - Reset bottle count
If the button is not pushed again the display will scroll through the four messages above for three cycles and return to run mode.
- 3) When display shows "FLT SIZE" push program button once. The display will show current value. Can be 3000GAL or 6000GAL.
- 4) Push program button again to display the desired "FLT SIZE".
- 5) Allow approximately 4 seconds to pass and the display will return to bottle counter and be in run mode.

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115V PARTS LIST/ 115V LISTA DE PIEZAS/ 115V LISTE DES PIÈCES

5.

ITEM NO.	PART NO.	DESCRIPTION	DESCRIPCIÓN	DESCRIPTION
1	97446C	Bubbler Assy-VR	Conjunto de Pelele - resistente al vandalismo	Barboteur Assemblée-anti-vandale
2	98777C	Kit - Compr Hardware/Clips/Studs/Grommets	Kit - compresor Hardware/Clips/espárragos/ojales	Kit - compresseur matériel/Clips/goujons/oeillets
3	98775C	Kit - Fan Motor/Blade/Shroud/Nut/Screws	Kit - ventilador Motor/Cuchilla/cubierta/tuerca/tornillos	Kit - ventilateur moteur/lame/carénage/écrou/vis
4	98776C	Kit - Condenser/Drier	Kit - secador de condensador	Kit - condenseur/séchoir
5	98530C	Kit - Regulator/Holder/Nut	Kit - tuerca de soporte de regulado	Kit - régulateur/titulaire/noix
6	56092C	Tubing - Poly (Cut To length)	Tubería de polietileno (Corte a la longitud)	Tubes - Polyéthylène (Couper à la longueur)
7	98693C	Kit - PushButton/Sleeve/Screws/Nuts/Wshrs	Kit - pulsador/manga/tornillos/tuercas/arandelas	Kit - bouton poussoir/manchon/vis/écrous/rondelles
8	98773C	Kit - Cold Control/Screws	Kit - tornillos de Control de frío	Kit - froids/vis de réglage
9	60098551640	Kit - Drain Plug/Strainer/Adapter/Screw	Kit - enchufe/filtro/adaptador/tornillo de drenaje	Kit - fiche/filtre/adaptateur/vis de purge
10	35870C	Power Cord	Cable Eléctrico	Cordon d'alimentation
*11	36322C	Compressor Serv. Pak	Paquete de Serv. del Compresor	Trousse d'entr. Suprreur
12	0000000238	Kit - Relay/OverLoad/Cover	Kit - Relay/sobrecarga/cubierta	Kit - Relais/surcharge/Cover
13	0000001190	Kit - #10 Pinned Torx Screws/T-25 Bit	Kit - Torx #10 cubrió tornillos/T-25 bit	Kit - #10 épinglé Torx vis/T-25 bit
14	1000001602	Kit - Elbow 5/16" - 1/4" (3 Pack)	Kit - codo 5/16" - 1/4" (paquete de 3)	Kit - coude 5/16" - 1/4" (Pack de 3)
15	98684C	Kit - Drain Elbow/Gasket/Nut/Washer	Kit - desagüe Codo/Empaque/Tuerca/Arandela	Kit - vidange coude/joint/Écrou/Rondelle
16	1000001994	Kit - Tee 1/4" (3 Pack)	Kit - t 1/4" (paquete de 3)	Kit - Tee 1/4" (Pack de 3)
17	98778C	Kit - Heat Exchanger/Drier	Kit - secador de intercambiador de calor	Kit - échangeur thermique/séchoir
18	28596C	Panel - Screen	Panel - Pantalla	Panneau - Écran
19	66703C	Drier	Secador	Déshydrateur
20	98724C	Evaporator Replacement Assembly	Conjunto de repuesto evaporador	Ensemble de rechange évaporateur
21	70002C	Screw - #10 x 1/2" Lg. HHSM	Tornillo - #10 x 1/2" Lg. HHSM	Vis - #10 x 1/2 Lg. HHSM
22	45929C	Tube - Drain	Tubo de drenaje-	Tube - Drain
23	75524C	Clip (Front & Rear Panels)	Brida (Paneles frontales y posteriores)	Pince (panneaux avant et arrière)
24	28617C	Screen - VR	Pantalla - VR	Écran - VR
25a	0000000966	Kit - Basin - Stainless Steel	Kit - La palangana - Acero que no se Mancha	Kit - Le bassin - l'Acier de Stainless
25b	29014C	Basin - Stainless Steel (BF)	Cuenca - rellenadores de botellas de acero inoxidable (BF)	Bassin - remplisseur de bouteille en acier inoxy (BF)
26	22897C	Panel - Bottom Dispenser	Panel - Dispensador Inferior	Panneau - distributeur inférieur
27	27124C	Cover - Cold Control	Cubierta de Control del Frío	Couvercle de Commande d'eau froide
28	55931C	Cover - Dispenser Bottom	Cubierta-Dispensador Inferior	Couvercle - distributeur inférieur
29	1000002055	Kit - Drain Tube Assy.	Kit - Conjunto de tubo de desagüe	Kit - Tube de vidange
30	70864C	Screw - #8 x .62 Torx/Slot	Tornillo - #8 x .62 Torx/Slot	Vis - #8 x .62 Torx/Slot
31	See Color Table	Panel - RH Dispenser Side	Panel - Lado derecho	Panneau - côté droit
32	See Color Table	Panel - LH Dispenser Side	Panel - Lado izquierdo	Panneau - côté gauche
33	See Color Table	Panel - Dispenser Front	Panel - Dispensador Frontal	Panneau - avant
34	See Color Table	Panel - Front Lower (Not Shown)	Panel - Frente Inferior (No mostrada)	Panneau - avant inférieur (Pas montré)
35	See Color Table	Panel - RH Rear	Panel - Retrovisor Derecho	Panneau - arrière droit
36	See Color Table	Panel - LH Rear	Panel - Retrovisor Izquierdo	Panneau - arrière gauche
37	See Color Table	Panel - RH Rear TL	Panel - Retrovisor Derecho TL	Panneau - arrière droit TL
38	See Color Table	Panel - RH Rear TLR	Panel - Retrovisor Derecho TLR	Panneau - arrière droit TLR
39	See Color Table	Panel - LH Rear TL	Panel - Retrovisor Izquierdo TL	Panneau - arrière gauche TL
40	See Color Table	Panel - LH Rear TLR	Panel - Retrovisor Izquierdo TLR	Panneau - arrière gauche TLR
NS	55996C	Strainer (See "General Instructions")	Filtro Bifurcado (Vea "Instrucciones Generales")	Grille (Voir "Directives Générales")
NS	28551C	Hanger Bracket	El Paréntesis del gancho	Crochet de cintre

NS - NOT SHOWN

***REPLACE WITH SAME COMPRESSOR USED IN ORIGINAL ASSEMBLY.**

NOTE: All correspondence pertaining to any of the above water coolers or orders for repair parts MUST include Model No. and Serial No. of cooler, name and part number of replacement part.

***REEMPLACEZ AVEC LE MÊME SURPRESSEUR QUE CELUI UTILISÉ ORIGINALEMENT.**

NOTE: Toda la correspondencia relacionada con el enfriador de agua anterior o con una orden de reparación piezas DEBERÁ incluir el número de modelo y número de serie del enfriador, el nombre y número de pieza de la pieza de repuesto.

***REEMPLACEZ AVEC LE MÊME SURPRESSEUR QUE CELUI UTILISÉ ORIGINALEMENT.**

NOTE : Toute correspondance au sujet des refroidisseurs d'eau courante ou toute commande de pièce de rechange DOIT inclure le numéro de modèle et le numéro de série du refroidisseur ainsi que le nom et le numéro de pièce à remplacer.

BOTTLE FILLER REPLACEMENT PART KITS BOTELLA RELLENO REEMPLAZO PARTE KITS BOUTEILLE DE REMPLISSAGE REMPLACEMENT PARTIE KITS

PART NO.	DESCRIPTION	DESCRIPCIÓN	DESCRIPTION
98543C	Kit - Electrical Package	Kit - paquete eléctrico	Kit - Package électrique
98545C	Kit - Solenoid Valve Replacement	Kit - reemplazo de la válvula de solenoide	Kit - remplacement de la Valve solénoïde
98546C	Kit - Aerator Replacement	Kit - reemplazo de aireador	Kit - aérateur Remplacement
98549C	Kit - Hardware & Waterway Parts	Kit - Hardware y partes de la canal	Kit - matériel & Waterway pièces
98552C	Kit - Retro Filter Mounting	Kit - Retro montaje del filtro	Kit - rétro montage du filtre
98631C	Kit - Electrical Package 220V	Kit - paquete eléctrico 220V	Kit - Package électrique 220V
98632C	Kit - Solenoid Valve Replacement 220V	Kit de reemplazo de la válvula de solenoide 220V-	Kit - remplacement de la Valve solénoïde 220V
98668C	Kit - Filter Mounting Cover	Kit de montaje tapa del filtro-	Kit - couverture de montage du filtre
98999C	Kit - Drain Pad	Kit de drenaje de Pad-	Kit - Drain Pad
99000C	Kit - Button Assembly	Kit - conjunto de botón	Kit de montage de bouton
1000001907	Kit - Top Cover Replacement	Kit - reemplazo de la cubierta superior	Kit - remplacement du capot supérieur
99002C	Kit - Gasket VR BF Tower/Basin	Kit - junta resistente al vandalismo botella relleno torre/cuenca	Kit - joint anti-vandalisme tour de remplissage de bouteille/bassin
99003C	Kit - Reset Switch	Kit - interruptor de reinicio	Kit - interrupteur de réinitialisation
99004C	Kit - Micro Switch	Kit - interruptor Micro	Kit - Micro interrupteur

FOR PARTS, CONTACT YOUR LOCAL DISTRIBUTOR OR CALL 1.800.834.4816

PARA PIEZAS, CONTACTE A SU DISTRIBUIDOR LOCAL O LLAME AL 1.800.834.4816

POUR OBTENIR DES PIÈCES, CONTACTEZ VOTRE DISTRIBUTEUR LOCAL OU COMPOSEZ LE 1.800.834.4816

REPAIR SERVICE INFORMATION TOLL FREE NUMBER 1.800.260.6640

NÚMERO GRATIS DE SERVICIO 1.800.260.6640

INFORMATIONS POUR LE SERVICE PAR NUMERO SANS FRAIS 1.800.260.6640

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222

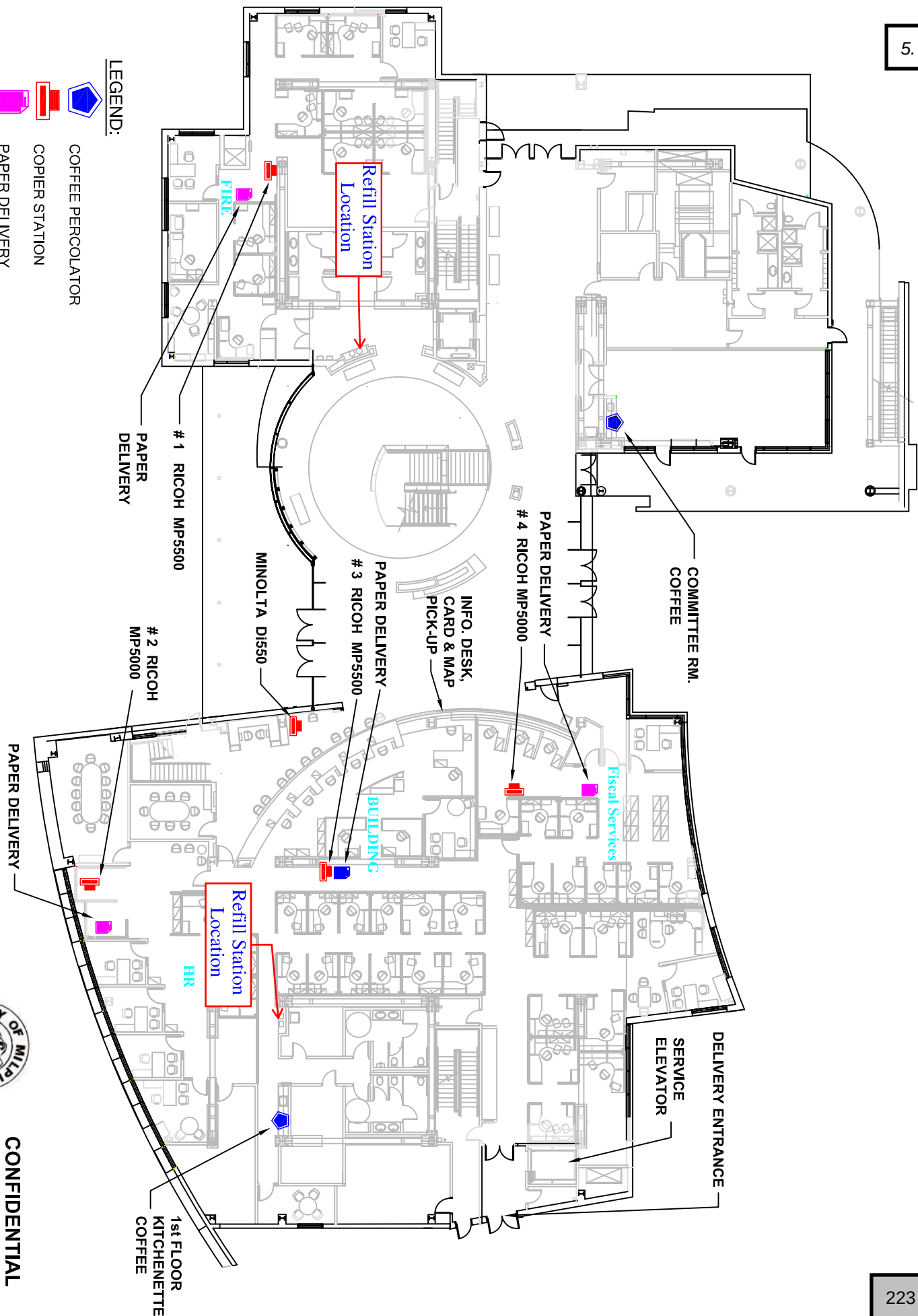
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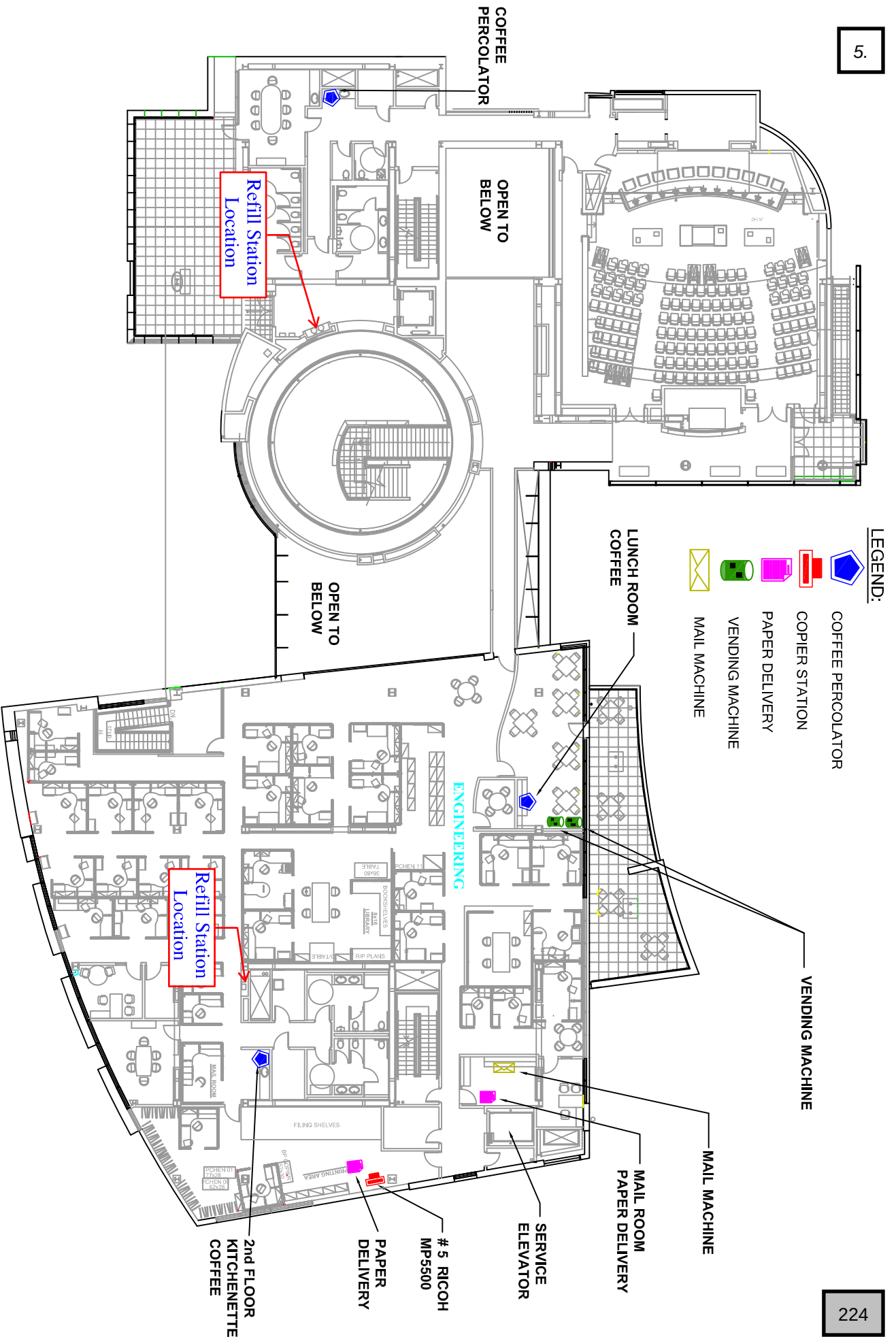
-  COFFEE PERCOLATOR
-  COPIER STATION
-  PAPER DELIVERY

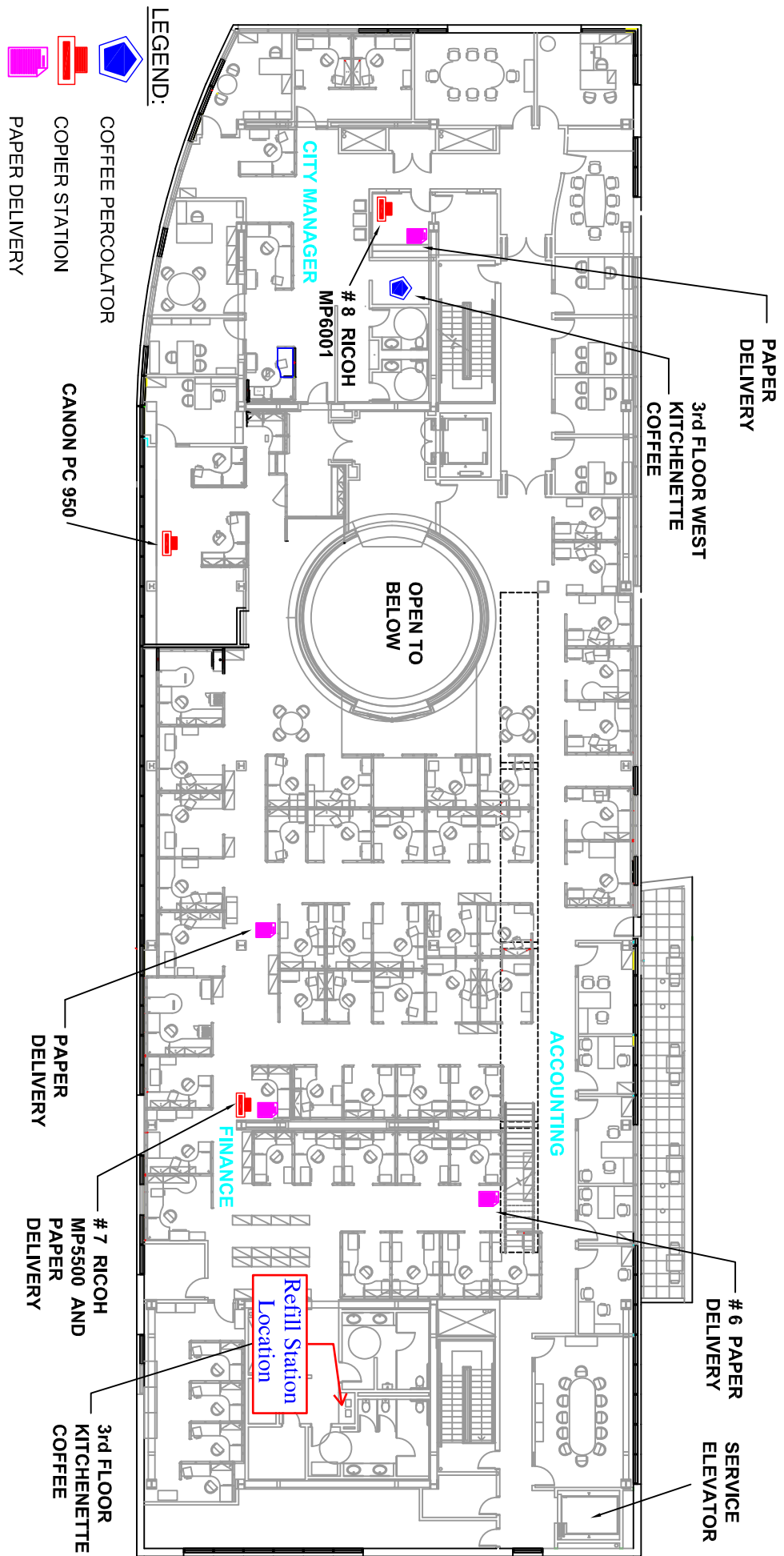
GROUND FLOOR



CONFIDENTIAL
DO NOT COPY
RETURN TO FRONT DESK WHEN
DELIVERY IS COMPLETE!







3rd FLOOR



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RETURN TO FRONT DESK WHEN
DELIVERY IS COMPLETE!



AS-BUILT DRAWINGS
Hellwig Plumbing
DATE: OCT. 25, 2002



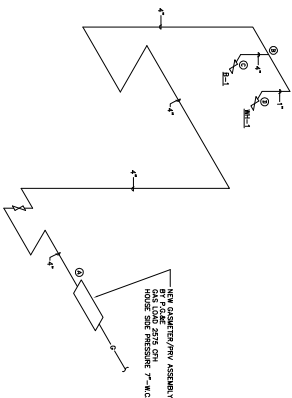
SANITARY SEWER/WASTE VENT ISOMETRIC PIPING DIAGRAMS



P-10

PROJECT NO.

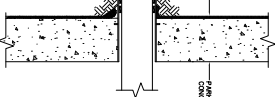
99540.00



4. NATURAL GAS ISOMETRIC PIPING DIAGRAM
P-13
NAT TO SCALE

NATURAL GAS PIPE SIZE PRESSURE DROP SCHEDULE									
SECTION	FROM CH. 1	TO CH. 2	PIPE SIZE	PIPE SCHED.	PIPE SCHED.	PIPE SCHED.	PIPE SCHED.	PIPE SCHED.	PIPE SCHED.
A-B	2075	229	2 1/2"	40	40	40	40	40	40
B-C	2600	10	1 1/2"	40	40	40	40	40	40
B-D	75	24	2 1/2"	40	40	40	40	40	40

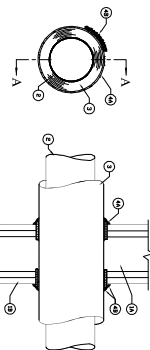
1. NATURAL GAS ISOMETRIC PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
2. NATURAL GAS ISOMETRIC PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
3. NATURAL GAS ISOMETRIC PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
4. NATURAL GAS ISOMETRIC PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
5. NATURAL GAS ISOMETRIC PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
6. NATURAL GAS ISOMETRIC PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
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9. NATURAL GAS ISOMETRIC PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
10. NATURAL GAS ISOMETRIC PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:



5. EXTERIOR WALL DETAIL PIPE
PENETRATING THRU PARKING LEVEL
P-13
NAT TO SCALE

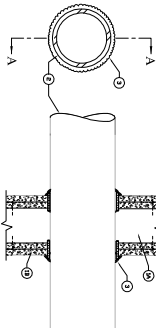
- NOTES:
- WATER PROOF MEMBRANE AT FINISH
 - SCHEDULE 40 GALV. STEEL SLATE DRAIN 2 PIPE SIZES
 - LARGER THAN UTILITY PIPES
 - LINE SCALE

SECTION A-A
P-13
NAT TO SCALE



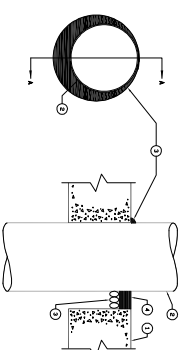
3. INSULATED DOMESTIC HOT WATER &
HOT WATER CIRCULATING PIPING
THRU 1-HR RATED GYPSUM STUD WALL
P-13
NAT TO SCALE

1. INSULATED DOMESTIC HOT WATER & HOT WATER CIRCULATING PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
2. INSULATED DOMESTIC HOT WATER & HOT WATER CIRCULATING PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
3. INSULATED DOMESTIC HOT WATER & HOT WATER CIRCULATING PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
4. INSULATED DOMESTIC HOT WATER & HOT WATER CIRCULATING PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
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6. INSULATED DOMESTIC HOT WATER & HOT WATER CIRCULATING PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
7. INSULATED DOMESTIC HOT WATER & HOT WATER CIRCULATING PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
8. INSULATED DOMESTIC HOT WATER & HOT WATER CIRCULATING PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
9. INSULATED DOMESTIC HOT WATER & HOT WATER CIRCULATING PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
10. INSULATED DOMESTIC HOT WATER & HOT WATER CIRCULATING PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:



UNINSULATED DOMESTIC COLD WATER, VENT,
SANITARY SEWER, WASTE, RAINWATER LEADER AND
OVERFLOW PIPING THRU 1-HR RATED GYPSUM STUD WALL
P-13
NAT TO SCALE

1. UNINSULATED DOMESTIC COLD WATER, VENT, SANITARY SEWER, WASTE, RAINWATER LEADER AND OVERFLOW PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
2. UNINSULATED DOMESTIC COLD WATER, VENT, SANITARY SEWER, WASTE, RAINWATER LEADER AND OVERFLOW PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
3. UNINSULATED DOMESTIC COLD WATER, VENT, SANITARY SEWER, WASTE, RAINWATER LEADER AND OVERFLOW PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
4. UNINSULATED DOMESTIC COLD WATER, VENT, SANITARY SEWER, WASTE, RAINWATER LEADER AND OVERFLOW PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
5. UNINSULATED DOMESTIC COLD WATER, VENT, SANITARY SEWER, WASTE, RAINWATER LEADER AND OVERFLOW PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
6. UNINSULATED DOMESTIC COLD WATER, VENT, SANITARY SEWER, WASTE, RAINWATER LEADER AND OVERFLOW PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
7. UNINSULATED DOMESTIC COLD WATER, VENT, SANITARY SEWER, WASTE, RAINWATER LEADER AND OVERFLOW PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
8. UNINSULATED DOMESTIC COLD WATER, VENT, SANITARY SEWER, WASTE, RAINWATER LEADER AND OVERFLOW PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
9. UNINSULATED DOMESTIC COLD WATER, VENT, SANITARY SEWER, WASTE, RAINWATER LEADER AND OVERFLOW PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
10. UNINSULATED DOMESTIC COLD WATER, VENT, SANITARY SEWER, WASTE, RAINWATER LEADER AND OVERFLOW PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:



5. OVERSIZED FLOOR OPENING
P-13
NAT TO SCALE

1. OVERSIZED FLOOR OPENING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
2. OVERSIZED FLOOR OPENING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
3. OVERSIZED FLOOR OPENING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
4. OVERSIZED FLOOR OPENING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
5. OVERSIZED FLOOR OPENING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
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7. OVERSIZED FLOOR OPENING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
8. OVERSIZED FLOOR OPENING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
9. OVERSIZED FLOOR OPENING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:
10. OVERSIZED FLOOR OPENING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:

AS-BUILT DRAININGS
Plumbing
DATE: OCT. 25, 2002



milpita
city
architect
229
995-4100
Roy L. Helwig
Plumbing & Heating, Inc.
State of Michigan License No. 27554
944 E. 10th St. Milpitas, CA 95035
408-438-2525



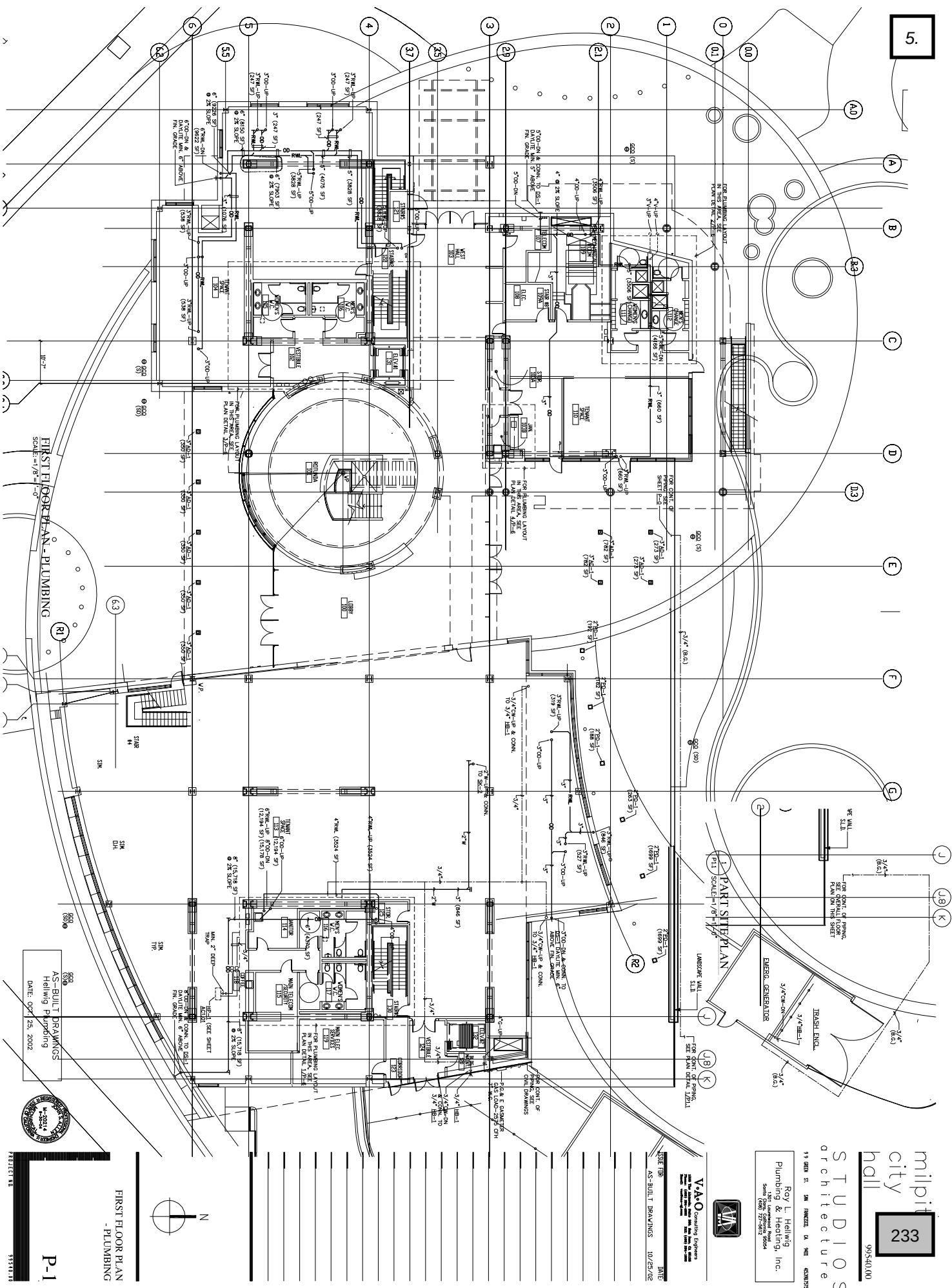
V.A.O.
Plumbing & Heating
10/25/02



P-13

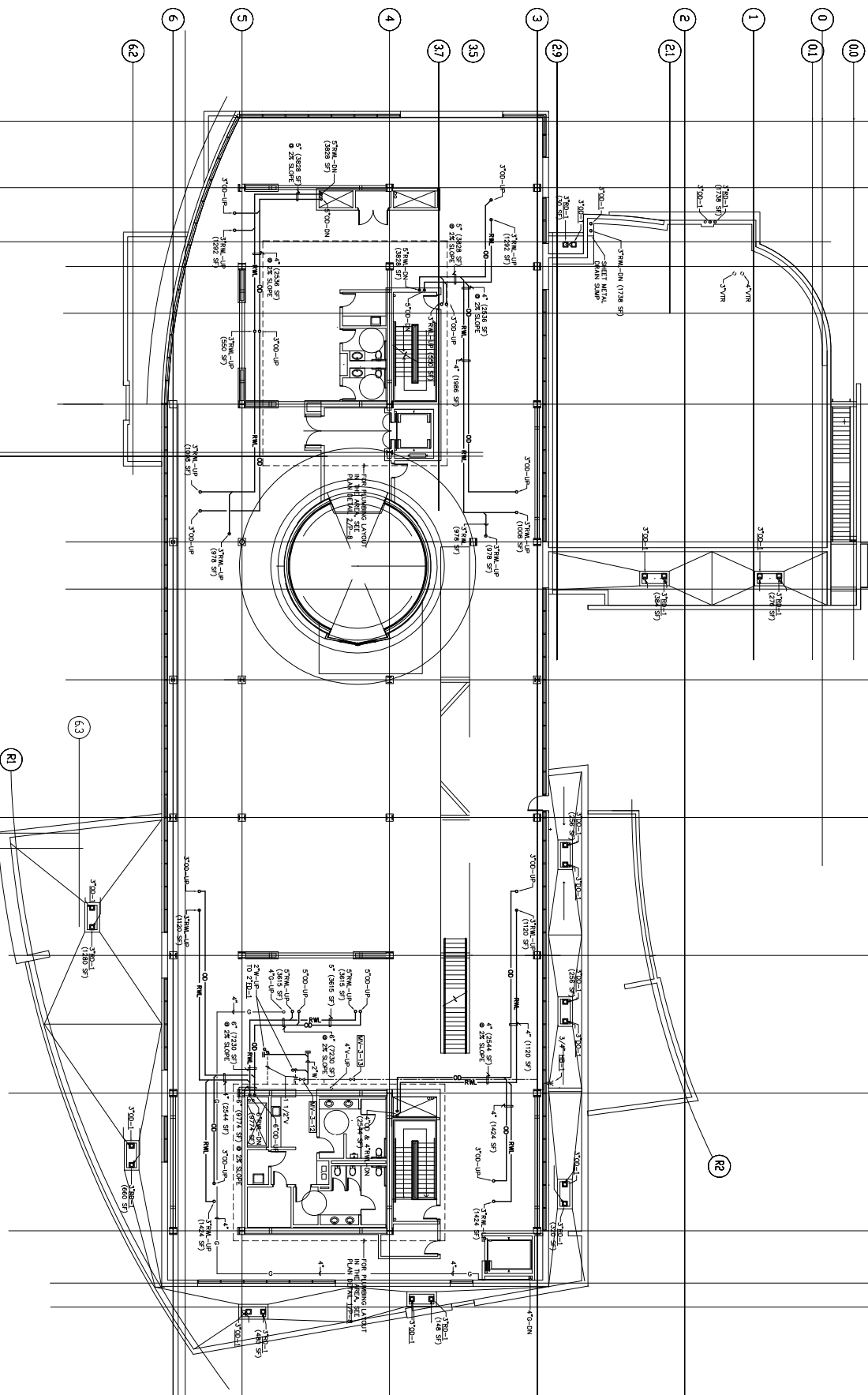


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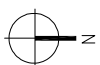
5.

A B C D E F G H J K
AB B3 B3 B3 B3 B3 B3 B3 B3 B3 B3



THIRD PARTIAL FLOOR PLAN - PLUMBING
SCALE: 1/8"=1'-0"

AS-BUILT DRAWINGS
TRIVING PLUMBING
DATE: OCT. 25, 2002



THIRD FLOOR PLAN
- PLUMBING

P-3

235

milpita
city
hall
995-40100

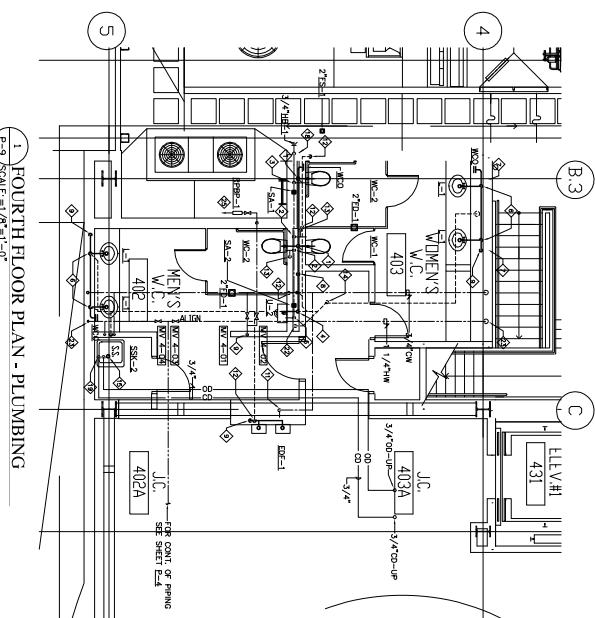
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architecture

Roy L. Helwig
Plumbing & Heating, Inc.
Suite 1000 22000 20044
Tel: 909 220-2204



V.A.O. Consulting Engineers
10000 Vanowen Street, Suite 200
Vanowen, California 91314
Tel: 909 220-2204

DATE
AS-BUILT DRAWINGS 10/25/02



P-9 SCALE: = 1/8" = 1'-0"

PLAN DETAIL 2/P-9 NOTES:

- ◇ 1/17°CW-IN
- ◇ 1/17°CW-IN & 1/4°CW-ON & ON-ON TO 100°C
- ◇ 3/4-WARM-ON & ON-ON TO 100°C
- ◇ 4°C-ON
- ◇ 4°C-ON & ON-ON TO 100°C USE TRAIN
- ◇ MEDIAN WITH SLOW & ON-ON TO 100°C
- ◇ MEDIAN CONNECTORS NOT TO 100°C & 100°C
 (SEE MEDIAN CONNECTORS & 100°C & 100°C
 SYSTEM (SEE MEDIAN DRAWINGS))
- ◇ 1/2°CW-ON & ON-ON TO 100°C
- ◇ 4°C FROM BELOW
- ◇ 4°C
- ◇ 4°C
- ◇ 3/4-WARM-ON TO 3/4°C 100°C
- 15 SEE SCHEMATIC RING DIAGRAM 1
- 15 ON HEAT PIPE FOR SUN, SEWING /
 WASH/DRY SYSTEMS.
- 15 ON HEAT PIPE FOR COLD AND HOT
 WATER SYSTEMS.
- ◇ 1/2°CW-ON
- ◇ 3/4-WARM-ON

P-9 SCALE: $= 1/8" = 1'-0"$

PLAN DETAIL 1/P-9 NOTES:

- ① $7/8$ "-DN & $2 1/4$ "-UP
 - ② $1/2$ "-DN & CONN. TO MISC.1
 - ③ $1/2$ "-DN & CONN. TO MISC.2
 - ④ $1/2$ "-DN & CONN. TO MISC.2
 - ⑤ $3/8$ "-DN & $1 1/2$ "-UP
 - ⑥ $1/2$ "-DN & CONN. TO L-2
 - ⑦ $3/8$ "-DN & $1 1/2$ "-UP
 - ⑧ $1/2$ "-DN & $1 1/2$ "-UP
 - ⑨ $1/2$ "-DN
 - ⑩ NOT USED
 - ⑪ $1/2$ "-DN & CONN. TO D-2-1
 - ⑫ $1/2$ "-UP
 - ⑬ $1/2$ "-DN
 - ⑭ $1/2$ "-UP
 - ⑮ $1/2$ "-DN
 - ⑯ $1/2$ "-UP
 - ⑰ $1/2$ "-DN & $1 1/2$ "-UP
 - ⑱ $1/2$ "-DN & CONN. TO 5/4" H-B-1
20. SEE ISOMETRIC Piping DIAGRAM 2 FOR THE 5/4" H-B-1 CONNECTIONS TO THE 1/2" DN FOR S.W. SERVICE.
21. SEE ISOMETRIC Piping DIAGRAM 1 FOR THE 1/2" DN FOR S.W. SERVICE.
22. ON OTHER FILL FOR COLD AND HOT WATER SERVICE.

EXHIBIT "C"**SPECIAL CONDITIONS****ARTICLE 1. BONDS**

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

Article 2. GUARANTEES

The Contractor shall be held responsible for and make good any defect through faulty, improper, or inferior workmanship or materials, arising or discovered in any part of the contractor's work within one (1) year after the completion and acceptance of the work. The bond for faithful performance, furnished by the contractor, shall cover such defects and protect the City against them. Longer guarantee periods shall apply where specifically called for in the detailed specifications.

ARTICLE 3. CONDITIONS OF THE WORK SITE & DAMAGE TO PROPERTY

- A. During the duration of the installations and restoration, the Contractor shall be required to coordinate cleaning activity as all existing water fountains are in the area of high foot traffic in both the City's facilities and parks. Care should be taken to provide safety and egress and ingress to the work area, especially where most of the installation sites are either close to restrooms or close to sidewalks and path of travel.
- B. The Contractor shall maintain access to existing entrances and doorways, walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from the City.
- C. Damage to any property, including but not limited to the existing structures, equipment, pipe covering, grounds, sidewalks, walls, structures' stability, etc., damaged by the Contractor during the course of his work shall be replaced or repaired by the Contractor in a manner satisfactory to the City and at the Contractor's expense, prior to final inspection and acceptance.
- D. The Contractor shall not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio. The Contractor shall not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- E. The Contractor shall survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of

structure or adjacent structures during selective demolition operations or installation of the water bottle refill stations.

ARTICLE 4. POSITIONING CONFLICT OF PLUMBING AND WIRING FOR INDOOR WATER BOTTLE REFILL STATIONS

- A. Existing indoor water fountains consist of various models with different orientations and positioning of the bi-level fountains with respect to each other and the ground. These conditions consist of, modification that will be necessary to make for both plumbing and wirings pertaining to the removal of the existing water fountains and the installation of new refill stations. As shown in EXHIBIT "B" under "Current Indoor Water Fountain Image Library", bi-level water fountains types A, B, C, F and G, have the lower ADA fountain on the left side. This is different from the new bi-level water refill stations that have the lower ADA fountain and refill station on the right hand side, which requires the adjustments to be made.
- B. It is the Contractor's responsibility to make the adjustments necessary to align and modify the water service, drainage and electricity outlet if necessary to install the new refill stations. In order to make the modifications to plumbing and wiring as necessary to complete the installations, the Contractor would need to perform certain tasks, including but not limited to, removing dry wall and other surfaces; removing, replacing, and reinstalling appurtenances of plumbing; as well as repairing and replacing removed and damaged dry wall and other surfaces to its preconstruction conditions.
- C. The Contractor should ensure that all the newly installed water fountains and refill stations meet the ADA requirement for lower fountains to have a minimum height of 27 inches from the ground.

ARTICLE 5. INSTALLATION OF THE FREEZE RESISTANT VALVE ASSEMBLY FOR O'TOOLE ELMS PARK BI-LEVEL REFILL STATION WITH PET FOUNTAIN

- A. All preparation work necessary for the installation of the bi-level refill station with pet fountain and its freeze resistant valve assembly, shall be performed as indicated and guided by the manufacturer in the step by step installation manual for the unit in EXHIBIT "B."
- B. The Contractor shall be responsible for connecting the refill station with the pet fountain to the PVC column, after the placement of valve assembly and backfilling of the bit per manufacturer's installation manual, and ensuring that the refill station and its components are functioning satisfactorily. After testing the unit, the Contractor shall place a Chrissy valve box for the water shutoff, pour a 4x4 feet concrete slab, and bolt the refill station to it.

ARTICLE 6. DISPOSAL OF MATERIAL

- A. All material shall be disposed of at the Contractor's expense, including the removal and off hauling of the existing water fountain for all sites at the City's facilities and parks. No additional compensation shall be given for disposal of material.
- B. The Contractor shall remove and dispose of the existing water fountains from site. Dumping or disposing the removed existing water fountains to other locations in the

City will not be allowed. It is the Contractor's responsibility to recycle the removed water fountains if necessary and appropriate.

- C. All unsuitable materials, including packaging materials, scraps, used containers, solvents, debris, etc., shall be removed from the job site and disposed of by the Contractor to the satisfaction of the City. The hauling and disposal of materials off the job site shall be performed by the Contractor.

EXHIBIT "D"
CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

Hoi's Construction Inc.

By:



Signature

Siu Hoi Leung

Name (Print)

Vice President

Title (Print)

EXHIBIT "E"**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

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

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

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

Name of Contractor: **Hoi's Construction Inc.**

DIR Registration Number: 1000001717

DIR Registration Expiration: June 30, 2020

Small Project Exemption: Yes or X No

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

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

Name of Contractor Hoi's Construction Inc.

Signature 

Name and Title Siu Hoi Leung, Vice President

Dated July 07, 2019

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

EXHIBIT “F”
PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Milpitas (hereinafter referred to as "City") has awarded to Hoi's Construction Inc., (hereinafter referred to as the "Contractor") an agreement for Installation of Water Refill Stations at Various City of Milpitas Locations (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated July 8, 2019, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

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

NOW, THEREFORE, we, Hoi's Construction Inc., the undersigned Contractor and American Contractors Indemnity Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of One Hundred Seventy-Eight Thousand and no/100ths DOLLARS, (\$178,000.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of July, 2019).

(Corporate Seal)

Hoi's Construction Inc.

Contractor/ Principal

By _____

Title _____

American Contractors Indemnity Company

(Corporate Seal)

Surety

By _____

Anthony F. Angelicola,

Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title Anthony F. Angelicola

The rate of premium on this bond is \$20.00 per thousand. The total amount of premium charges, \$ 3,560.00.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

American Contractors Indemnity Company

801 S. Figueroa Street, #700

Los Angeles, CA 90017

(Name and Address of Agent or Representative for service of process in California, if different from above)

same

310-649-0990

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Anthony F. Angelicola or Maureen E. Schmidt of San Francisco, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (\$ *5,000,000.00*). This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:


Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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  (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of July, 2019.

Corporate Seals




Kio Lo, Assistant Secretary

Bond No. 1001124728
Agency No. 2009

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }
County of Sacramento }

On 7/8/19, before me, Carla M. Wilkins, Notary Public,
personally appeared Anthony F. Angelicola

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 State of California that the foregoing paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

SIGNATURE OF NOTARY PUBLIC

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Milpitas (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to Hoi's Construction Inc. hereinafter designated as the "Principal," a contract for the work described as follows:

Installation of Water Refill Stations at Various City of Milpitas Locations (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated July 8, 2019 ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

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

NOW THEREFORE, we, the Principal and American Contractors Indemnity Company as Surety, are held and firmly bound unto the City in the penal sum of One Hundred Seventy-Eight Thousand and no/100ths Dollars (\$178,000.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of July, 2019.

(Corporate Seal)

Hoi's Construction Inc.

Contractor/ Principal

By 

Title Vice President

American Contractors Indemnity Company

Surety

By 

Anthony F. Angelicola, Attorney-in-Fact

Title Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Anthony F. Angelicola or Maureen E. Schmidt of San Francisco, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (\$ *5,000,000.00*). This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

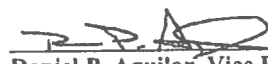
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

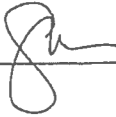

Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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  (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of July, 2019.

Corporate Seals

Bond No. 1001124728
Agency No. 2009




Kio Lo, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }
County of Sacramento }

On 7/8/19, before me, Carla M. Wilkins, Notary Public,
personally appeared Anthony F. Angelicola

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/it~~ 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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE

SIGNATURE OF NOTARY PUBLIC

PLACE NOTARY SEAL ABOVE

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT “G”

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 G. 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 per accident 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 per accident 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):

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.

___ 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 Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:

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

Contractor/Consultant Signature

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.

Surety Bonds:

X_ Contractor shall provide the following Surety Bonds:

1. Performance Bond
2. 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.

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.

Other Insurance Provisions:

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

X___ Additional Insured Status:

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

The City, its elected and appointed officials, officers, attorneys, agents, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor or Consultant or any subcontractors including materials, parts, or equipment furnished in connection with such work or operations, including completed operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s or Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the City’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

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.

X Primary Coverage:

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

For any claims related to this contract, the Contractor's or Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees. Any insurance or self-insurance maintained by the City, its elected and appointed officials, officers, attorneys, agents, and employees shall be in excess of the Contractor's or Consultant's insurance and shall not contribute with it.

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.

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.

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.

EXHIBIT “H”
FEDERAL REQUIREMENTS

[RESERVED]

EXHIBIT “I”
RATE SCHEDULE

Item No.	Description	Unit	Est. QTY.	Unit Price	Line Item Price
1	Mobilization, Demobilization, Storing, and Other Incidentals	Lump Sum	1	\$5,000.0	\$5,000.00
2	Installation of new outdoor water bottle refill stations replacing existing concrete water fountains at Gill Memorial Park, Dixon Landing Park, and Cardoza Park	Per Unit	5	\$5,750.00	\$28,750.00
3	Installation of new outdoor water bottle refill stations replacing existing stainless steel water fountains at Dixon Landing Park, Pinewood Park, and Cardoza Park	Per Unit	3	\$5,750.00	\$17,250.00
4	Installation of new outdoor water bottle refill stations replacing existing fountains at Hall Memorial Park, Jones Memorial Park, Sports Center, and Robert E. Browne Park	Per Unit	4	\$5,750.00	\$23,000.00
5	Installation of new outdoor water bottle refill stations replacing existing fountains at Ed Levin County Dog Park	Per Unit	2	\$5,750.00	\$11,500.00
6	Installation of new outdoor water bottle refill station replacing existing fountain outside of City Hall near flag poles	Per Unit	1	\$5,750.00	\$5,750.00
7	Installation of new outdoor water bottle refill station replacing existing stainless steel pet friendly water fountain at O’Toole Elms Park	Per Unit	1	\$5,750.00	\$5,750.00

8	Installation of new outdoor water bottle refill station replacing existing fountain at Gill Memorial Park by the playground next to the bench – Fountain #2	Per Unit	1	\$5,750.00	\$5,750.00
9	Installation of new indoor water bottle refill station replacing existing water fountain type “D” – Single station	Per Unit	1	\$7,300.00	\$7,300.00
10	Installation of new indoor water bottle refill station replacing existing water fountains type “A” – Bi-level stations	Per Unit	3	\$4,650.00	\$13,950.00
11	Installation of new indoor water bottle refill station replacing existing water fountains type “B” – Bi-level stations	Per Unit	2	\$4,650.00	\$9,300.00
12	Installation of new indoor water bottle refill station replacing existing water fountain types “E, F,G” – Bi-level stations	Per Unit	4	\$4,650.00	\$18,600.00
13	Installation of new indoor water bottle refill station replacing existing water fountain type “C” – Bi-level stations	Per Unit	2	\$7,800.00	\$15,600.00
14	Installation of new indoor water bottle refill station replacing existing water fountain type “H” – Bi-level stations	Per Unit	1	\$8,250.00	\$8,250.00
15	Disposal of existing drinking fountains – Refrigerated	Per Unit	12	\$75.00	\$900.00
16	Disposal of existing drinking fountains – Non-Refrigerated	Per Unit	18	\$75.00	\$1,350.00



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive a Report on Emergency Remediation Work at Police/Public Works Building and Authorize Payment of Invoices in the Amount of \$33,399.50 to Indoor Restore Environmental Services and S B Construction
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/13/2019
Staff Contact:	Tony Ndah, 408-586-2602
Recommendation:	1. Receive a report from the Public Works Director for the emergency remediation work at the Police/Public Works Building. 2. Authorize staff to pay invoices from Indoor Restore Environmental Services and S B Construction, for a total amount of \$33,399.50.

Background:

In early June 2019, Public Works staff, in coordination with the Police Department, initiated an investigation into the conditions of walls, offices, and other features that had previously been impacted by window and exterior wall leaks. Upon opening up a section of wall, a visual inspection found what appeared to be fungal growth in exterior walls and interior cavities. Public Works took immediate action and contracted with Indoor Restore Environmental Services to perform testing of the apparent fungal growth.

Indoor Restore Environmental Services performed air testing and swatch sampling in Police/Public Works Building offices. The laboratory report found varying levels of multiple species of molds in some areas in the Police/Public Works Building; hence, staff moved to perform remediation work in the building.

Analysis:

Pursuant to Public Contract Code section 22050 and Council Resolution No. 7779, the Director of Public Works is authorized to engage a contractor to perform emergency work and let emergency contracts without engaging in competitive bidding. Public Contract Code section 22050 requires the Public Works Director to provide the City Council with a report at a regularly scheduled meeting until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

Public Works contracted with Indoor Restore Environmental Services and S B Construction for the emergency mold remediation and restoration services in the amount of \$19,899.50 and \$13,500 respectively. The emergency remediation work required the replacement of interior walls, dry wall, insulation, baseboard, carpet/linoleum, as well as interior fixtures such as cabinetry and plumbing. As part of the remediation process, Indoor Restore Environmental Services provided high-efficiency particulate air purification, kept office spaces under reverse pressurization, and applied chemical treatment and mold resistant paint to prevent further growth.

Fiscal Impact:

The cost to remediate the mold and restore the walls in the Police/Public Works Building is \$33,399.50. There are sufficient funds in the FY 2019-20 Public Works Facilities Maintenance operating budget to pay for this work.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a “project” for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:

1. Receive a report from the Public Works Director for the emergency mold remediation of the Police/Public Works Building.
2. Authorize staff to pay invoices in the amount of \$33,399.50.

Attachments:

None



CITY OF MILPITAS AGENDA REPORT (AR)

7.

Item Title:	Receive a Report on the Emergency Repair/Replacement of the HVAC System at Public Works/Police Department Building and Authorize Staff to Pay Invoices Associated with the Work
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/13/2019
Staff Contact:	Tony Ndah, 408-586-2602
Recommendations:	1. Receive a report from the Public Works Director for the Purchase and Installation of McQuay Turbocor compressors for the Public Works/Police Department Building. 2. Authorize staff to pay invoices from Dormatech in the amount of \$198,375.00.

Background:

On February 16, 2010, Council approved the purchase of 120 ton capacity McQuay Turbocor chiller/compressors for the Public Works/Police Department Building in order to match existing system components in the building. The units were installed by Environmental Systems, Inc. in August 2010 as part of Department of Energy Grant Program, Project No. 8198.

The chiller/compressors are critical for the ongoing functioning of the air conditioning system at the Police/Public Works Building. Failure of the compressors results in complete failure of the HVAC system at the Police/Public Works Building, which impacts the temperature in the Police Dispatch, radio communications rooms, the City's IT server room, and general functions housed in the Police/Public Works Building.

The existing HVAC system for the building has experienced numerous issues in the nearly nine years since installation and power losses at the Police/Public Works Building have caused the compressor system to perform hard restarts, resulting in damage to the compressor's power inverters. Most recently, a power loss in the vicinity of the Police/Public Works building resulted in a loss of power which resulted in a failure on the compressors on the HVAC system.

Analysis:

Pursuant to Public Contract Code section 22050 and Council Resolution No. 7779, the Director of Public Works is authorized to engage a contractor to perform emergency work and let emergency contracts without engaging in competitive bidding. Public Contract Code section 22050 requires the Public Works Director to provide the City Council with a report at a regularly scheduled meeting until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

The emergency HVAC work and associated contract was necessary to avoid impacts to the City's Police, Public Works, and Information Technology operations, as a result of staff having to work in heat-related hazardous environments. Since the City's HVAC system is a custom built system, the compressors require significant lead time to procure. Due to the pre-fabrication timeline of 6-8 weeks, the staff authorized Dormatech to proceed with pre-fabricating the compressors for replacement. Once the chiller/compressor are fabricated, work to replace existing unit will be scheduled immediately. The total cost to remove the existing compressors, and supply and install the replacement compressors is \$198,375.00.

Fiscal Impact:

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The cost to replace the compressors for the Police/Public Works Building is \$198,375.00. There are sufficient funds available in Capital Improvement Project No. 3406, City Building Improvements, for this work. 7.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a “project” for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendations:

1. Receive a report from the Public Works Director for the purchase and installation of McQuay Turbocor compressors for the Police/Public Works Building.
2. Authorize staff to pay invoices for removal and replacement of the compressors, for a total project cost of \$198,375.

Attachment:

None



CITY OF MILPITAS AGENDA REPORT (AR)

8.

Item Title:	Authorize the City Manager or appointee serving on the Board to request the Board of Directors at Terrace Gardens to amend the bylaws to remove the City Councilmember's seat and City Manager's seat from the Board composition
Category:	Community Development
Meeting Date:	8/13/2019
Staff Contact:	Sharon Goei, 408-586-3260; Robert Musallam, 408-586-3275
Recommendation:	Authorize the City Manager or appointee serving on the Board to request the Board of Directors at Terrace Gardens to amend the bylaws to remove the City Councilmember's seat and City Manager's seat from the Board composition.

Background:

Terrace Gardens is a 148-unit rental senior housing project located at 186 Beresford Court that restricts occupancy to very low and extremely low income senior households. On January 6, 1987, the Milpitas Redevelopment Agency and City Council adopted Resolutions No. 79 and No. 5393, respectively, which supported the financing of land and facilities to construct the Terrace Gardens apartments and to improve the current buildings and structures that already existed on the development site.

On November 17, 1987, the City of Milpitas and Terrace Gardens Inc. entered into a regulatory agreement allowing Terrace Gardens Inc. to develop the 148-unit rental housing project, with the entire capital cost of the project to be funded by the City through its Redevelopment Agency. The land upon which the project was constructed was conveyed from the City to Terrace Gardens Inc. by grant deed. As a condition of the City's assistance, Terrace Gardens Inc. agreed to the terms, conditions, and compliance within the Regulatory Agreement.

Analysis:

The bylaws that were created as a result of the partnership identify the composition of the nine-member Terrace Gardens Board of Directors. The most recently amended bylaws assign one seat to a current City Councilmember, and one seat to the City Manager or a person appointed by the City Manager. These two seats are among the five director seats designated for residents of the City of Milpitas. The remaining four seats are for anyone who wishes to be on the board without regard to residence.

It is staff's opinion that the bylaws include City representation on the Board of Directors because of the initial financial and regulatory relationship between Terrace Gardens Inc. and the City of Milpitas in order to provide greater City oversight to ensure compliance with the Regulatory Agreement. There are no other regulatory agreements in Milpitas utilizing a similar board model for oversight by a City financing partner. The City Attorney's Office acknowledges when cities are involved in the establishment of nonprofits, it is not unusual for them to take a larger role in oversight in the early years, but reduce or eliminate their role as the nonprofits become more self-sufficient.

Staff also reviewed the matter of having the City Councilmember's seat and City Manager's seat on the Board with influence over financial business items regarding City's Community Development Block Grant funds support of the Terrace Garden's capital projects. Other non-profit organizations who apply for the same funding do not have the benefit of being so closely tied to the award processing, authorization, and

administration. Although the City Attorney's Office has confirmed that there is no technically legal conflict of interest, the perception of the conflict exists with the City representation remaining on the Board.

8.

After reviewing the bylaws, the City Attorney has determined that in order to amend the bylaws to change the Board composition, the Board at Terrace Gardens must vote to approve the amendment. Council direction is being sought to authorize the City Manager or appointee serving on the Board to request the Board of Directors at Terrace Gardens to amend the bylaws to remove the City Councilmember's seat and City Manager's seat from the Board composition.

Policy Alternatives:

Alternative 1: Continue to have City representation on the Terrace Gardens Board of Directors by keeping the composition of the Board the same.

Pros: No turnover or additional work is needed to continue operating.

Cons: Potential perceptions of conflict of interest may remain.

Reason for Not Recommending: This alternative is not recommended because of the potential perceptions of conflict of interest. The City will continue to have oversight of the project through the existing Regulatory Agreement.

Fiscal Impact:

There is no direct fiscal impact to the City.

California Environmental Quality Act:

The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendation:

Authorize the City Manager (or appointee) serving on the Board to request the Board of Directors at Terrace Gardens to amend the bylaws to remove both the City Councilmember's seat and City Manager's seat from the Board composition.

Attachment: None



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the City Manager to approve Terrace Gardens' request to transfer surplus cash to the Terrace Gardens Replacement Reserve Account
Category:	Community Development
Meeting Date:	8/13/2019
Staff Contact:	Sharon Goei, 408-586-3260; Robert Musallam, 408-586-3275
Recommendation:	Authorize the City Manager to approve Terrace Gardens' request to transfer surplus cash to the Terrace Gardens Replacement Reserve Account.

Background:

Terrace Gardens is a 148-unit rental senior housing project located at 186 Beresford Court that restricts occupancy to very low and extremely low income senior households. On January 6, 1987, the Milpitas Redevelopment Agency and City Council adopted Resolutions No. 79 and No. 5393, respectively, which supported the financing of land and facilities to construct the Terrace Gardens apartments and to improve the current buildings and structures that already existed on the development site.

On November 17, 1987, the City of Milpitas and Terrace Gardens Inc. entered into a regulatory agreement allowing Terrace Gardens Inc. to develop the 148-unit rental housing project, with the entire capital cost of the project to be funded by the City through its Redevelopment Agency. The land upon which the project was constructed was conveyed from the City to Terrace Gardens Inc. by grant deed. As a condition of the City's assistance, Terrace Gardens Inc. agreed to the terms, conditions, and compliance within the Regulatory Agreement.

The Regulatory Agreement identifies the following terms and conditions that pertain specifically to the relationship of the City and Terrace Gardens Inc.: (1) On or before the first day of each fiscal year, Terrace Gardens Inc. will submit an operating budget to the City, and the operating budget shall be subject to the prior approval of the City before being adopted by Terrace Gardens Inc.; (2) Within 120 days following the end of each fiscal year, Terrace Gardens Inc. shall furnish the City with a complete annual financial report; and (3) Terrace Gardens Inc. may make disbursements from a Surplus Cash Account only with the prior written approval of the City, and shall disburse all or any portion of the account to the City or City's designee upon 30 days prior written notice from the City.

Analysis:

Community Development Block Grant Funds

The FY 2019-20 application period was from January 18-February 28, 2019. The Community Advisory Commission made their recommendations on the Community Development Block Grant (CDBG) allocation to City Council on March 28, 2019 and amended the recommendations on May 1, 2019 based on the actual Department of Housing and Urban Development (HUD) allocation to the City. On June 11, 2019, the City recommended that the City Council approve a total of \$84,000 under capital projects to Terrace Gardens for repair/replacement work. Over the past 4 years, including FY 2019-20, Terrace Gardens has been allocated \$265,464 in CDBG funds for capital projects.

Surplus Cash

The Terrace Gardens Board of Directors did not indicate the amount of surplus cash in the amount of \$114,890 in their Surplus Cash Account for FY 2017 and FY 2018 until April 16, 2019. At that time, the Board requested that the City allow them to deposit the surplus cash into its reserve account for replacements (Replacement Reserve Account) for capital expenses. The total amount of surplus cash for FY 2017 (\$18,143) and FY 2018 (\$96,747) is \$114,890. The balance in the Replacement Reserve Account as of December 31, 2018 is \$2,262,343. The Board cited that the property reserve study shows that reserves are not plentiful for a 30-year old property that will continue to need increasing expenditures to maintain its operation. The request was forwarded to the Building and Housing Department staff on May 21, 2019. Both the CDBG application period and recommendations to City Council had been completed prior to the Board of Directors at Terrace Gardens indicating the amount of surplus cash, thus not providing the City an opportunity to consider surplus cash when determining a final CDBG allocation.

At the May 23, 2019 Terrace Gardens Board meeting, Mari Tustin, Senior Vice President of the John Stewart Company who wrote the official request to the City, added that the fire alarm system recently failed and that an unexpected major capital expense is needed for the fire alarm system replacement. At the time, the estimated cost to replace the fire alarm system was approximately \$20,000. At the July 25, 2019 Board meeting, Marina Sanchez, the Terrace Gardens property manager, provided an update on the cost of the fire alarm system to the Board of Directors. Due to unforeseen circumstances, the final expense paid to replace the fire alarm system was \$58,599.50.

Given the large, unexpected capital expense incurred which demonstrates the need to prepare for future unexpected expenses to replace systems on an aging property, it is staff's recommendation that the surplus cash be transferred from the Terrace Gardens Surplus Cash Account to the Terrace Gardens Replacement Reserve Account. In conjunction with releasing the surplus cash, the City will closely monitor any future CDBG fund requests in relation to any surplus cash requests that the Board at Terrace Gardens submits.

Policy Alternatives:

Alternative 1: Request the Board of Directors at Terrace Gardens transfer the surplus cash to an account of the City's choosing.

Pros: This alternative would add \$114,890 to a City's account.

Cons: Terrace Gardens would not be able to transfer the surplus cash into its Replacement Reserve Account or utilize any funding.

Reason for Not Recommending: Given the age of the buildings and the property reserve study showing that reserves are not plentiful for a 30-year old property, staff believes it is reasonable for Terrace Gardens to transfer the surplus cash into its Replacement Reserve Account to cover unexpected expenses in the future.

Fiscal Impact:

If the City Council approves staff's recommendation of allowing the Board of Directors at Terrace Gardens to transfer the surplus cash into the Terrace Gardens Replacement Reserve Account, there is no fiscal impact to the City budget other than staff time related to this action.

California Environmental Quality Act:

The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendation:

Authorize the City Manager to approve Terrace Gardens' request to transfer surplus cash totaling \$114,890 to the Terrace Gardens Replacement Reserve Account.

Attachments:

2 Request letters from Terrace Gardens, Inc. regarding 2017 and 2018 surplus cash



April 16, 2019

Ms. Julie Edmonds-Mares, City Manager

City of Milpitas

455 East Calaveras Blvd.

Milpitas, CA 95035

Re: Terrace Gardens Apartments

186 Beresford Court, Milpitas

Audited Surplus Cash Calculation – 2017

Dear Ms. Edmonds-Mares

Enclosed please find the audited financial statement for Terrace Gardens for the fiscal year 2017 which had already been sent to your office last year. Please note on page 12 that there was surplus cash in the amount of \$18,143. It was my error that we did not request the City to permit Terrace Gardens to put this amount of money into its reserve for replacement account, which I am now doing.

Attached are pages from the 2019 property reserve study which shows deposits to reserves and planned expenditures – for the next 30 years. You can see by the charts enclosed that reserves are not plentiful for a property that is now 30 years old that will continue to need increasing expenditures to maintain its operations and integrity.

With your approval, we will immediately deposit these funds into the reserve for replacement account.

Thank you for your consideration. Please let me know if you have any questions or if I can be of assistance.

Sincerely,

Mari Tustin

Senior Vice President, John Stewart Company, Management Agent

Cc: Board of Directors



April 16, 2019

Ms. Julie Edmonds-Mares, City Manager

City of Milpitas

455 East Calaveras Blvd.

Milpitas, CA 95035

Re: Terrace Gardens Apartments

186 Beresford Court, Milpitas

Audited Surplus Cash Calculation – 2018



Dear Ms. Edmonds-Mares

Enclosed please find the audited financial statement for Terrace Gardens for the fiscal year 2018. Please note on page 13 that there is actually surplus cash in the amount of \$96,747. This amount represents in part an increase in income from the Housing Authority of the County of Santa Clara for the Section 8 portable vouchers used by 21 of our senior residents. While we appreciate this income, we do not expect that it is permanent or will continue in this amount. Residents on these vouchers can move at any time and with the increased voucher payments, residents and applicants are able to find other units more readily.

Therefore, we are asking the City to permit Terrace Gardens to deposit this amount of money into its reserve for replacement account. Attached are pages from the 2019 property reserve study which shows deposits to reserves and planned expenditures – for the next 30 years. You can see by the charts enclosed that reserves are not plentiful for a property that is now 30 years old that will continue to need increasing expenditures to maintain its operations and integrity.

With your approval, we will immediately deposit these funds into the reserve for replacement account.

Thank you for your consideration. Please let me know if you have any questions or if I can be of assistance.

Sincerely,

Mari Tustin

Senior Vice President, John Stewart Company, Management Agent

Cc: Board of Directors



CITY OF MILPITAS AGENDA REPORT (AR)

10.

Item Title:	Consider Introduction of Ordinance No. 43.212 amending Milpitas Municipal Code, Title V, Chapter 100, Section 15.06 "Parking Time Limited on Certain Enumerated Streets"
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	8/13/2019
Staff Contact:	Steve Chan, 408-586-3324
Recommendation:	Following the City Attorney's reading aloud the title, move to waive the reading beyond the title and introduce Ordinance No. 43.212 amending Milpitas Municipal Code, Title V, Chapter 100, Section 15.06 "Parking Time Limited on Certain Enumerated Streets."

Background:

The new Milpitas Transit Center for Bay Area Rapid Transit (BART) is located within the City's Transit Area Specific Plan (TASP) area and is expected to open for passenger service before December 31, 2019. A 1,200 space parking garage and a 400 space surface lot were constructed as part of the new BART station. VTA plans to charge \$3 per day for parking.

City staff have discussed the opening of the new station with Valley Transportation Authority (VTA) and BART, and there is concern with BART riders seeking free and unrestricted on-street parking around the new Milpitas station rather than paying to park within the VTA/BART parking lot and garage. This would significantly impact public on-street parking supply affecting adjacent neighborhoods, City parks, and businesses.

The City hired Nelson\Nygaard, a transportation planning consultant, to help quantify the effects of BART riders/commuters on City streets and to recommend parking management strategies for the TASP area around the BART station. Study results and recommendations from Nelson\Nygaard were presented to the City Council on August 31, 2018 including the following:

- BART Commuters would likely walk up to a half-mile from their vehicles to the transit center to avoid transit center parking fees;
- Commuters would continuously occupy on-street parking for duration of a workday reducing on-street parking supply for other uses;
- Recommend the implementation of week day restrictions for on-street parking for streets within a half-mile radius of the BART
- On-street parking at nights, weekends, and holidays would remain un-restricted.

Analysis:

To encourage on-street parking turnover within a half-mile around the BART station and maximize parking space access for residents and business, the recommended weekday on-street parking restriction would be to limit on-street parking to a 4-Hour period from 7 am to 6 pm, Monday through Friday. Installation of the signage could begin in September 2019 and would be completed when the BART station opens in December. Enforcement of the 4-Hour parking restriction would be by the Milpitas Police Department as part of their regular parking patrol activities.

Adoption of a new City ordinance will be required to implement this recommended on-street parking restriction.

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The parking fine for a violation of this proposed ordinance will be \$65, which is the City's current fine and 10. For comparison, City of Fremont has an average parking fine of \$63, and City of San Jose has a fine of \$45 for time limit parking violation.

Staff recommends the 4-hour time limited parking restriction be implemented on the following City Streets:

<u>STREET</u>	<u>LENGTH</u>
• Gladding Court	Entire
• Piper Drive	Entire
• Merry Loop	Entire
• Garden Street	Entire
• McCandless Drive	Great Mall Parkway to Penitencia Creek
• Centre Pointe Drive	Entire
• Jubilee Drive	Entire
• Expedition Lane	Entire
• Momentum Drive	Entire
• Watson Court	Entire
• Pectan Court	Entire
• Sango Court	Entire
• Tarob Court	Entire
• Houret Drive	Entire
• Houret Court	Entire

Policy Alternative:

Alternative: Do not implement 4-hour parking restrictions on public streets around Milpitas Transit Center.

Pros: Vehicles may park continuously on streets for up to 72 hours in the same spot without movement per Municipal Code V-100.03, Use of Streets for Storage of Vehicles Prohibited.

Cons: Will likely have an adverse impact on parking for residents and business located near the Milpitas Transit Center

Reason not recommended: Available on-street parking spaces for residents would likely to be limited and difficult to find. The implementation of on-street parking restrictions would help provide space turn over during the daytime.

Fiscal Impact:

The approved 2019-2024 Capital Improvement Program (CIP) document includes Project No. 2017 TASP On-Street Parking Program. This project is funded in FY 2019-20 and provides funding for the installation of parking restriction signage. Ongoing operational costs for enforcement are not known at this time, an evaluation of these costs will be brought forward to the Council at a later date.

California Environmental Quality Act:

The action is not considered a project under CEQA as there will be no direct, or reasonably foreseeable indirect physical change in the environment.

Recommendation:

Following the City Attorney's reading aloud the title, move to waive the reading beyond the title and introduce Ordinance No. 43.212 amending Milpitas Municipal Code, Title V, Chapter 100, Section 15.06 "Parking Time Limited on Certain Enumerated Streets."

Attachment:

Draft Ordinance No. 43.212 (redlined)
Map of Streets with Proposed 4 Hour Parking Restriction

PLEASE NOTE:

This copy of Ordinance No. 43.212 is a “redlined” version for your convenience. Text additions are designated by an underline and text deletions are designated with a strikethrough.

REGULAR**NUMBER:** 43.212**TITLE:** AN ORDINANCE OF THE CITY OF MILPITAS AMENDING TITLE V, CHAPTER 100, SECTION 15.06 "PARKING TIME LIMITED ON CERTAIN ENUMERATED STREETS" OF THE MILPITAS MUNICIPAL CODE**HISTORY:** This Ordinance was introduced (first reading) by the City Council at its meeting of _____, 2019, upon motion by Councilmember _____ and was adopted (second reading) by the City Council at its meeting of _____, 2019, upon motion by Councilmember _____. Said Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk_____
Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, the Milpitas Bay Area Rapid Transit (BART) station is located within the City's Transit Area Specific Plan (TASP) area; and

WHEREAS, the Milpitas BART station is expected to open for passenger service before December 31, 2019; and

WHEREAS, consultation with the Valley Transportation Authority (VTA) and BART resulted in concerns that BART riders would seek free, unrestricted on-street parking around the new Milpitas BART station rather than pay to park within the VTA/BART parking lot and garage; and

WHEREAS, this behavior would significantly reduce public on-street parking supply affecting adjacent neighborhoods, City parks, and businesses; and

WHEREAS, the City of Milpitas conducted a study to quantify the effects of BART riders/commuters on City streets and developed parking strategies to address these issues; and

WHEREAS, the study found that BART commuters would likely walk up to a half mile from their vehicles to the transit center to avoid transit center parking fees and continuously occupy on-street parking for full workdays, which would reduce on-street parking supply for other uses;

WHEREAS, the study recommended the implementation of weekday restrictions for on-street parking for streets within a half-mile radius of the BART station; and

WHEREAS, the City desires to implement such weekday restrictions for on-street parking for streets within a half-mile radius of the BART station, without restricting on-street parking on such streets during nights, weekends, or holidays.

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

SECTION 1. RECORD AND BASIS FOR ACTION

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

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION 15.06, CHAPTER 100, TITLE V

Section 15.06 entitled "Parking Time Limited on Certain Enumerated Streets" of Chapter 100, Title V (Traffic) of the Milpitas Municipal Code is hereby amended to read as follows:

V-100-15.06 - Parking Time Limited on Certain Enumerated Streets

In accordance with the provisions of Section 12.01 and when signs are erected giving notice thereof, no person shall stop, stand, or park any vehicle for a period time in excess of the time therein indicated on the streets or portions of streets described as follows:

No.	Street	Segment	Duration	Time
.1	Deleted by Ord. 43.81			
.2	Deleted by Ord. 43.81			
.3	Deleted by Ord. 43.198			
.4	Deleted by Ord. 43.207			
.5	Milpitas Library	Parking Zones in front of the Library Parking Lot Facing the Main Entrance	5-Minutes	Any Time
.6	Deleted by Ord. 43.210			
.7	Deleted by Ord. 43.210			
.8	Deleted by Ord. 43.209			
.9	Alvarez Court	East Side	4 Hours	7 a.m.—9 p.m.
.10	Thompson Street	West Side from Great Mall Parkway to Machado Street	3 Hours	Any Time
.11	Thompson Court	West Side from Machado Street to North End-of-Street	3 Hours	7 a.m.—6 p.m. Everyday
.12	Thompson Court	East Side from Machado Street to North End-of-Street	10 Hours	7 a.m.—6 p.m. Mon—Fri
.13	S Hillview Drive	East Side from Calaveras Boulevard to Los Coches Street	4 Hours	7 a.m.—6 p.m. Mon—Fri
.14	Hammond Way	West Side from Curtis Avenue to 1,500-Foot North of Curtis Avenue	10 Hours	7 a.m.—6 p.m. Mon—Fri

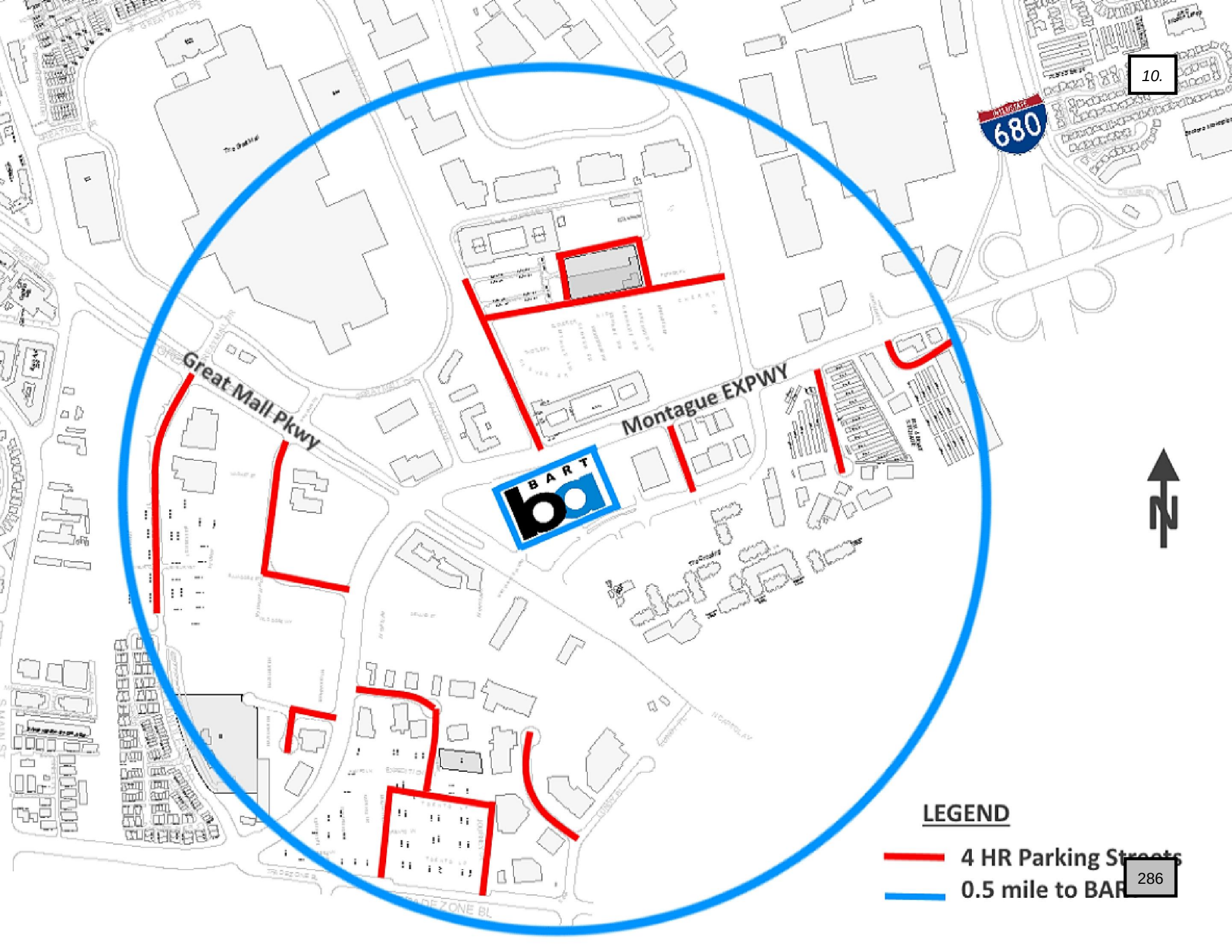
No.	Street	Segment	Duration	Time
<u>.15</u>	<u>Gladding Court</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.16</u>	<u>Piper Drive</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.17</u>	<u>Merry Loop</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.18</u>	<u>Garden Street</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.19</u>	<u>McCandless Drive</u>	<u>Great Mall Parkway to Penitenica Creek</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.20</u>	<u>Centre Pointe Drive</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.21</u>	<u>Jubilee Drive</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.22</u>	<u>Expedition Lane</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.23</u>	<u>Momentum Drive</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.24</u>	<u>Waston Court</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.25</u>	<u>Pectan Court</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.26</u>	<u>Sango Court</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.27</u>	<u>Tarob Court</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.28</u>	<u>Houret Drive</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>
<u>.29</u>	<u>Houret Court</u>	<u>Entire</u>	<u>4 Hours</u>	<u>7 a.m. - 6 p.m., Mon - Fri</u>

SECTION 3. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 4. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance to be published in accordance with Section 36933 of the Government Code of the State of California.



LEGEND

- 4 HR Parking Streets
- 0.5 mile to BART



CITY OF MILPITAS AGENDA REPORT (AR)

11.

Item Title:	Introduce Ordinance No. 301 to make corrections, clarifications, and minor updates and modifications to the Milpitas Municipal Code
Category:	Leadership and Support Services
Meeting Date:	8/13/2019
Staff Contact:	Christopher Diaz, City Attorney, 408-586-3040 Ashwini Kantak, Assistant City Manager, 408-586-3053
Recommendation:	Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 301 amending various sections of Titles I, II, IV, V, VI, XI and XII of the Milpitas Municipal Code to make corrections, clarifications, minor updates and modifications

Background:

The Milpitas Municipal Code (Muni Code) codifies the ordinances of the City of Milpitas. The Muni Code is organized by Titles, Chapters and Sections.

Title: A title is a broad category under which ordinances on a related subject are compiled. This code contains a total of 12 titles. For example, the first title is Title I, Administration, which contains ordinances about the code adoption process, definitions, general penalties, etc.

Chapter: Chapters deal with more specific subjects, and are often derived from one ordinance. All of the chapters on a related subject are grouped in one title. The chapters are numbered so that new chapters which should logically be placed near certain existing chapters can be added at a later time without renumbering existing material.

Section: Each section of the code contains substantive ordinance material.

The Muni Code was originally published in 1987 and in order to stay current, needs to be updated on a periodic basis. Staff is proposing several updates to the Muni Code that provide corrections and clarifications and make minor updates and modifications for purposes of general code clean-up.

Analysis:

Updates are proposed to the Muni Code, in Titles I, II, IV, V, VI, XI, and XII, and are described below:

Proposed Changes related to Contracts

1. Title I, Chapter 2, Section 1.06 – Clarifies definition of contracts.
2. Title I, Chapter 2, Section 3.02, subsection (d) – Cleans up ambiguity to clarify contract authority is less than 20,000 for the Purchasing Agent.
3. Title I, Chapter 2, Section 3.20-6 – Aligns with existing City Manager contract authority.
4. Title I, Chapter 4, Section 2.01 – Clarifies City Manager contract authority.

Proposed Changes related to Building and Housing Department name change and move of Housing from Planning to Building and Housing 11.

1. Title II, Chapters 1, 2, 13, 15, 160 and 170 – Updates to reflect the new department name of Building and Housing; replaces Director of Planning and Neighborhood Services with Director of Building and Housing, to reflect the move of Housing from the former department to the latter.

Proposed Changes related to Administrative Citations

1. Title V, Chapter 210, Section V-210-13.01 – Clarification related to Administrative Citations.

Proposed Changes related to department names

1. Title VI, Chapter 3, Section 1.00 – Aligns with department names approved as part of Fiscal Year Budgets for 2018-19 and 2019-20.

Proposed Changes related to Executive Positions

1. Title VI, Chapter 3, Section 4.00 – Updates reflect executive staffing changes in Fiscal Years 2018-19 and 2019-20 and provide consistency across executive staff.
2. Title VI, Chapter 101, Sections 3.00 and 3.01 - Updates reflect executive staffing changes in Fiscal Years 2018-19 and 2019-20.

Proposed Changes related to Cost Recovery Targets for Fees and Service Charges

1. Title VI, Chapter 3, Section 4.00 – Deletes cost recovery targets for Fees and Service Charges from the Muni Code per staff recommendation and Council direction on April 30, 2019. The cost recovery targets are now included in the Master Fee Schedule, which will be updated and adopted by Council on an annual basis, as part of the budget process.

Proposed Changes related to Planning Department name change

1. Title XI, Chapter 10 and XII, Chapter 1 – Updates to reflect the department name change from Planning and Neighborhood Services to Planning.

Fiscal Impact

None

Recommendation

Following the City Attorney's reading of the title of Ordinance No. 301, move to waive the first reading beyond the title and introduce Ordinance No. 301 amending various sections of Titles I, II, IV, V, VI, XI, and XII of the Milpitas Municipal Code to make corrections, clarifications, minor updates and modifications.

Attachment

Ordinance No. 301 (redlined for first reading)

PLEASE NOTE:

11.

This copy of Ordinance No. 301 is a “redlined” version for your convenience. Text additions are designated by an underline and text deletions are designated with a strikethrough.

NUMBER: 301

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING VARIOUS SECTIONS OF TITLES I, II, IV, V, VI, XI AND XII OF THE MILPITAS MUNICIPAL CODE TO MAKE CORRECTIONS, CLARIFICATIONS, MINOR UPDATES AND MODIFICATIONS

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

11.

WHEREAS, _____

_____; and

WHEREAS, _____; and

WHEREAS, _____; and

WHEREAS, _____; and

WHEREAS, _____; and

WHEREAS, _____.

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

SECTION 1. RECORD AND BASIS FOR ACTION

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

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION I-2-1.03 “Definitions”

Title I, Chapter 2, Section I-2-1.03 “Definitions” at definition number 5, “CONTRACT,” of the Milpitas Municipal Code is hereby amended to read as follows:

5. CONTRACT. All types of City contracts or agreements, with the exception of public works contracts which shall be governed by I-2-3.20, for the procurement of supplies and services or the disposal of surplus supplies.

SECTION 3. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION I-2-3.02 “Purchases Over Five Thousand Dollars (\$5,000) and Less Than Twenty Thousand Dollars (\$20,000)” AT SUBSECTION (d)

Title I, Chapter 2, Subsection I-2-3.02(d), of the Milpitas Municipal Code is hereby amended to read as follows:

(d) The Purchasing Agent is authorized to award a contract for less than Twenty Thousand Dollars (\$20,000) ~~or less~~ to the lowest responsive and responsible bidder.

SECTION 4. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION I-2-3.20-6 “Award of Contracts”

Title I, Chapter 2, Section I-2-3.20-6 of the Milpitas Municipal Code is hereby amended to read as follows:

3.20-6 Award of Contracts. The City Manager is authorized to award contracts for public projects ~~of forty five thousand dollars or less~~ consistent with the contract authority under I-4-2.00.

SECTION 5. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION I-4-2 “Contract Authority of City Manager” AT SUBSECTION I-4-2.01

Title I, Chapter 4, Subsection I-4-2.01, of the Milpitas Municipal Code is hereby amended to read as follows:

I-4-2.01 -

The City Manager is authorized to enter into and execute for and on behalf of the City of Milpitas, with ~~the~~ prior approval of the City Council, any Contract, for which:

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- a. Funds have been appropriated, if funding is needed; and
- b. There is an unexpended and unencumbered balance of such appropriation sufficient to pay the contract expense, if there is an expense associated with the contract; ~~and~~
- c. The total cumulative monetary value of the contract, including amendments, does not exceed \$100,000.00, or is a zero dollar contract; and
- d. The City Attorney and Risk Manager/Finance Director have signed off and approved.

The contract authority of the City Manager in this Section does not include the authority to execute any contracts within the authority of the City Attorney.

SECTION 6. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION II-1-9 “Establishment of the Department” AT SUBSECTION II-1-9.01

Title II, Chapter 1, Subsection II-1-9.01 of the Milpitas Municipal Code is hereby amended to read as follows:

II-1-9.01

There is hereby established in the City of Milpitas the "Building and Housing~~Safety~~ Department" which shall be under the jurisdiction of the City Manager.

SECTION 7. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION II-1-12.03 “Posting Notice of Hazardous Building”

Title II, Chapter 1, Section II-1-12.03 of the Milpitas Municipal Code is hereby amended to read as follows:

II-1-12.03 - Posting Notice of Hazardous Building

Every building which the Chief Building Official causes to be vacated because of an immediate danger or hazard may be posted at each entrance with a notice which states: "Do Not Enter: Unsafe to Occupy: Building and Housing~~Safety~~ Department, City of Milpitas." Such notice may remain posted until the required repairs, improvements, demolition or removal are completed. Such notice shall not be removed without written permission of the Chief Building Official, and all persons shall forthwith vacate said building and no person shall enter the building except for the purpose of making the required repairs, improvements, demolition or removal of the building.

SECTION 8. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION II-2-11.01 “Permit Required” AT SUBSECTION II-2-11.01-2

Title II, Chapter 2, Subsection II-2-11.01-2 of the Milpitas Municipal Code is hereby amended to read as follows:

11.01-2 If the permit is for a building listed on the 1990 Historic Sites Inventory, which is identified in Section 11.01-3 below, the permit shall be issued by the City Council upon application filed with the Building and Housing~~Safety~~ Department of City. The Building Official shall promptly transmit the permit application to the City Clerk, together with his or her comments and recommendations. The Council may consider the matter on the first available agenda but shall not be required to take action for 30 days following the filing of the application. In granting any permit hereunder, the City Council shall be empowered to:

- (a) Impose reasonable conditions to protect the public peace, health, safety and general welfare and to defer issuance of the permit until those conditions are met or secured.
- (b) Impose a reasonable delay (not to exceed 180 days) on the issuance of a permit if it finds a building a potential cultural resource within the meaning of Chapter 4, Title XI of the Milpitas Municipal Code.

SECTION 9. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION II-13-4 “Permits Required” AT SUBSECTION II-13-4.01, AND SECTION II-13-7 “Grading Permit Requirements” AT SUBSECTION II-13-7.01 “Permits Required”

Title II, Chapter 13, Subsections II-13-4.01 and II-13-7.01 of the Milpitas Municipal Code are hereby amended to follow:

11.

II-13-4 - Permits Required

.01 No person shall do any grading, filling, excavation, or clearing of natural vegetation without first having obtained a grading permit from the Building and Housing Safety Department except for the following:

1. An excavation below finished grade for swimming pools, basements and footings of a building, retaining wall pier holes or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than 5 feet after the completion of such structure.
2. Cemetery graves.
3. Refuse disposal sites controlled by other regulations.
4. Excavations for wells or tunnels or utilities.
5. Mining, quarrying, excavating, processing, stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in, or pressure upon any adjacent or contiguous property.
6. Exploratory excavations under the direction of soil engineers or engineering geologists.
7. An excavation which (a) is less than two feet in depth, and (b) which does not create a cut slope greater than five feet in height and steeper than two horizontal to one vertical, (c) and does not result in the movement of more than 50 cubic yards of material.
8. A fill less than one foot in depth and placed on natural terrain with a slope flatter than five horizontal to one vertical, and less than two feet in depth, not intended to support structures, and which does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course.

II-13-7 - Grading Permit Requirements

.01 **Permits Required.** Except as exempted in Section II-13-4 of this Chapter, no person shall do any grading without first obtaining a grading permit from the Building and Housing Safety Department. A separate permit shall be required for each site, and may cover both excavations and fills.

SECTION 10. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION II-13-14 “Fills” AT SUBSECTION II-13-14.05 “Compaction”

Title II, Chapter 13, Subsection II-13-14.05 of the Milpitas Municipal Code is hereby amended to read as follows:

.05 **Compaction.** All fill material shall be compacted to 90 percent of maximum density as determined by ASTM D 1557, Modified Proctor, in lifts not exceeding 12 inches (305 mm) in depth or equivalent as approved by the Building and Safety Housing Department.

SECTION 11. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION II-13-17 “Lot Improvement, Paving of Driveways, Parking Lots” AT SUBSECTION II-13-17.03

Title II, Chapter 13, Subsection II-13-17.03 of the Milpitas Municipal Code is hereby amended to read as follows:

.03 Drainage Method used shall be shown on all plans. When building plans indicate that the construction will comply with the provisions of this Chapter, but inspection shows that the building as constructed cannot drain by gravity, the Building and Housing Safety Department may require that the condition be remedied by installing a pump or by other approved means. No Final Inspection or Certificate of Occupancy may be issued until this requirement is met.

SECTION 12. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION II-13-18 “Paving Standards” AT SUBSECTION II-13-18.05(h)

Title II, Chapter 13, Subsection II-13-18.05(h) of the Milpitas Municipal Code is hereby amended to read as follows: 11.

h. Approval. Approval of the mix shall be by the Building and Safety who may determine accuracy by making tests, to be paid for by the contractor. Batch tickets to be provided the Building and ~~Housing~~Safety Department upon request with each load.

SECTION 13. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION II-13-28 “Slope Surface Stabilization” AT SUBSECTION II-13-28.03

Title II, Chapter 13, Subsection II-13-28.03 of the Milpitas Municipal Code is hereby amended to read as follows:

.03 Clearing shall be kept to the minimum needed, as determined by the Building and ~~Safety~~Housing Department.

SECTION 14. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION II-15.4.01 “Enforcement”

Title II, Chapter 15, Section II-15.4.01 of the Milpitas Municipal Code is hereby amended to read as follows:

II-15.4.01 – Enforcement

Any person who plans to install a wood burning device must submit documentation to the Building and ~~Housing~~Safety Department of the City of Milpitas demonstrating that the device is compliant with this Chapter. Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punishable as provided by law.

SECTION 15. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTIONS II-160-2.20 “Delegation of Authority,” II-160-3.00 “Statement of Qualifications,” AND II-160-4.40 “Inspection Capability”

Title II, Chapter 160, Sections II-160-2.20, II-160-3.00 and II-160-4.40 of the Milpitas Municipal Code are hereby amended to read as follows:

II-160-2.20 - Delegation of Authority

Responsibility for enforcing the Mobilehome Parks Act, upon its assumption from HCD, is hereby delegated to the City's Building and ~~Housing~~Safety Department.

II-160-3.00 - Statement of Qualifications

In discharging its delegated responsibilities, the City's Building and ~~Housing~~Safety Department shall provide qualified personnel in the enforcement of the Mobilehome Parks Act. In this regard, the Building Inspectors are hereby designated as the Department's authorized representatives for the purpose of enforcing said Act.

II-160.4.40 - Inspection Capability

The City's capability to undertake mobile home installation inspections to the satisfaction of HCD is demonstrated as follows:

- (a) The City's Building and ~~Housing~~Safety Department has established and operated concerted code enforcement programs since 1959 encompassing systematic enforcement of State Building Regulations and the Municipal Code.
- (b) The City's Building Inspectors have years of construction inspection experience.
- (c) The City's Housing Officers have years of Code Enforcement experience.

SECTION 16. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTIONS II-170-3.00 “Automatic Gas Shut-off Devices,” II-170-3.01 “List of Approved Devices,” AND II-170-4.00 “Enforcement”

Title II, Chapter 170, Sections II-170-3.00, II-170-3.01 and II-170-4.00, of the Milpitas Municipal Code are amended to read as follows: 11.

II-170-3.00 - Automatic Gas Shut-off Devices

Gas Shut-off Devices-either installed in compliance with this ordinance or voluntarily, with a permit issued on or after the effective date of this ordinance, shall comply with the following requirements:

- (a) Automatic Gas Shut-off Devices shall be installed by a contractor licensed in the appropriate classification by the State of California and in accordance with the manufacturer's instructions.
- (b) Seismic Gas Shut-off Devices (motion sensitive) must be mounted rigidly to the exterior of the building or structure containing the fuel gas piping. This requirement need not apply if the Building and ~~Housing~~Safety Division determines that the Seismic Gas Shut-off Device (motion sensitive) has been tested and listed for an alternate method of installation.
- (c) Seismic Gas Shut-off Devices (motion sensitive) must be certified by the Office of State Architect and be listed by an approved listing and testing agency such as IAS, IAMPO, UL or the Office of State Architect. In the case of Excess Flow Gas Shut-off Devices only, be certified by the Office of State Architect or be listed by an approved listing and testing agency such as IAS, IAMPO, UL or the Office of the State Architect.
- (d) Both Excess Flow Gas Shut-off Devices and Seismic Gas Shut-off Devices must have a 30-year warranty which warrants that the valve or device is free from defects and will continue to operate properly for 30 years from the date of installation.
- (e) Where Automatic Gas Shut-off Devices are installed voluntarily or as required by this section, they shall be maintained for the life of the building or structure or be replaced with a valve or device complying with the requirements of this section.

II-170-3.01 - List of Approved Valves and Devices

The Building and ~~Housing~~Safety Department shall maintain a list of all Seismic Gas Shut-off Devices (motion sensitive) and Excess Flow Gas Shut-off Devices (non-motion sensitive) which meet or exceed the requirements of devices certified by the Office of the State Architect for installation in the State of California and which comply with the standards and criteria set forth in Health and Safety Code Section 19180 et seq., including quality and design regulation for earthquake actuated automatic gas Shut-off systems (see 24 Cal. Code Regs. Ch. 12-16-1).

II-170-4.00 - Enforcement

The City of Milpitas Building and ~~Housing~~Safety Department shall administer and enforce the provisions of this ordinance.

SECTION 17. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION IV-3-4.00 "Schedule of Fees and Service Charges"

Title IV, Chapter 3, Section IV-3-4.00, of the Milpitas Municipal Code is hereby amended to remove the table in its entirety and to read as follows:

IV-3-4.00 - Schedule of Fees and Service Charges

The City Manager and department heads will ~~from time to time~~ review the fees and service charges listed in the ~~Council Resolution No. 5762, Master Fee Schedule~~ and calculate and propose adjustments to said fees and charges necessary to assure recovery of the specified percentages of "costs reasonably borne" on an annual basis, as part of the budget process provided in the schedule hereto, taking into full consideration the in-kind services and improvements made by each recipient program. The City Council will determine, at a public hearing, whether such proposed adjustment should be implemented. The cost recovery percentages are included in the Master Fee Schedule, which will be updated annually.

Service-	Description-	Percentage of-
----------	--------------	----------------

Center	Service Center	"Costs Reasonably Borne" to be Recovered	11.
S-001	Planning inquiry/research fee	100	
S-002	Floodplain letter	100	
S-003	Zoning letter	100	
S-004	Zoning code interpretation	50	
S-005	Appeal of staff interpretation	0	
S-005A	Appeal of planning commission decision	100	
S-006	Zoning code text amendment	100	
S-006A	Zone change	100	
S-007	Preliminary plan review	100	
S-008	Development agreement	100	
S-009	Development agreement amendment	100	
S-010	Basic development services	100	
S-010A	General plan amendment	100	
S-010B	Planned unit development	100	
S-010C	S-Zone applications	100	
S-010D	Planned signage program	100	
S-010E	Amendments/modifications to previous approvals	100	
S-010F	Tentative map	100	
S-010G	Parcel map	100	
S-010H	Newspaper advertisement	100	
S-011	Planning time extension	100	
S-012	General plan maintenance	100	

S-013	Building plan check	100	11.
S-013A	After hours plan check	100	
S-013B	Plan check revisions	100	
S-014	After hours plan check and inspection	100	
S-015	Temporary building permit	100	
S-015A	Temporary building permit inspection (courtesy)	100	
S-016	Building inspection	100	
S-016A	Building inspection—miscellaneous services	100	
S-016B	State strong motion fees	100	
S-016C	Mobile home unit inspection	80	
S-016D	Mobile home park common area inspection	0	
S-017	Grading inspection	100	
S-018	Fire construction inspection	100	
S-019	Building time extension	100	
S-020	Building reinspection	100	
S-021	Certificate of occupancy	100	
S-022	Mechanical inspection	100	
S-023	Plumbing inspection	100	
S-024	Electrical inspection	100	
S-025	Reroofing plan check and inspection	Single Family—100	
		Multi-Family—100	
		Commercial Industrial—100	
S-026	Pool and spa plan check and inspections	100	

S-027	Demolition plan check and inspection	100	11.
S-028	Building resale inspection	100	
S-029	Christmas tree lot permit	100	
S-030	Environment categorical exemption	0	
S-031	Environmental initial study and negative declaration	100	
S-031A	Environmental impact report	100	
S-031B	California fish and game fee	100	
S-032	Variance	50—100	
S-032A	Use permits	100	
S-032B	Use permits	50—100	
S-033	City council appeal	0—100	
S-034	Lot line/merger adjustment	100	
S-035	Encroachment permit processing	100	
S-036	Street/alley easement/vacation	100	
S-037	Street name change	100	
S-038	Street address change	100	
S-039	Municipal code enforcement	0	
S-039A	Message technician ordinance enforcement	100	
S-040	Special use permit	0—100	
S-041	Overwide/overweight load review	0	
S-042	Concealed weapon permit review	0	
S-043	Parking enforcement	100	
S-044	Second response call back	100	
S-045	Police false alarm response	75	298

S-046	Crossing guard services	0	11.
S-047	Private security—school district	100	
S-048	Parking permit (high school)	0	
S-049	Private property abandoned vehicle abatement	100	
S-050	Public property abandoned vehicle abatement	100	
S-051	Impound release	100	
S-052	DUI arrest/report	100	
S-053	DUI accident investigation	100	
S-054	Booking fees	100	
S-055	Fingerprinting service	100	
S-056	Police photograph reproduction	100	
S-057	Vehicle cite correction sign-off	0	
S-058	V.I.N. verification	0	
S-059	Bicycle licensing	0	
S-060	Fire false alarm response	75	
S-061	Hazardous spill response	100	
S-062	Non-Milpitas fire response	100	
S-063	Annual engine co. inspection	0	
S-064	Fire second reinspection	100	
S-065	Annual fire code inspection	100	
S-065A	Non-point source discharge inspection	100	
S-066	Annual building and life safety inspection	100	
S-067	Animal control	25	

S-068	Fitness-passes	75% of actual cost balanced by market factors 11.
S-069	Adult sports program	75% of actual cost balanced by market factors
S-070	Youth sports program	50% of actual cost balanced by market factors
S-071	Private group ball field usage	50% of actual cost balanced by market factors
S-072	Adult recreation classes	75% of actual cost balanced by market factors
S-073	Youth recreation classes	50% of actual cost balanced by market factors
S-074	City-wide events	0%
S-075	Preschool program	50% of actual cost balanced by market factors
S-076	After school/latchkey program	50% of actual cost balanced by market factors
S-077	Summer day camp	50% of actual cost balanced by market factors
S-078	Winter/Spring vacation day camp	50% of actual cost balanced by market factors
S-079	Teen programs	50% of actual cost balanced by market factors
S-080	Recreational swimming	50% of actual cost balanced by market factors
S-081	Swimming lessons	50% of actual cost balanced by market factors
S-082	Swim team support	50% of actual cost balanced by market factors
S-083	Theatre program	50% of actual cost balanced by market factors
S-083A	Theatre tickets	50% of actual cost balanced by market factors
S-084	Senior citizen programs	25% of actual cost balanced by market factors
S-085	Library services	No modifications to agreements recommended
S-086	Water service	100
S-087	Water delinquent turn off/on	100
S-088	After hours turn-on	100
S-089	Water meter testing	100
S-090	Water meter installation	100
S-090A	Meter acquisition fee	100

S-091	Water line repair	100	11.
S-092	Private backflow device monitoring	100	
S-093	Sewer service	100	
S-094	Underground utilities locator service	100	
S-095	Storm drainage	0	
S-096	Street sweeping	100	
S-097	Residential refuse service	100	
S-098	Commercial refuse street usage	100	
S-099	General utility street usage	100	
S-100	Median maintenance	0	
S-101	Park maintenance	0	
S-102	Street tree maintenance	0	
S-103	Street lighting	0	
S-104	Tree removal review	0	
S-105	Facility rental	0—100	
S-106	Picnic rental	100	
S-107	Fire training facility rental	100	
S-108	Mobile home rent control	0	
S-110	New/Moved business processing	100	
S-111	New home occupation review	50	
S-112	Business tax renewal processing	100	
S-113	Returned check processing	100	
S-114	Property damage invoice processing	100	
S-115	Bond payoff calculation	100	
S-116	Records subpoena	Per Evidence Code	301

S-117	Records research	100	11.
S-118	Sales of printed/copied materials	0—100	

SECTION 18. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION V-210-13.01 “Remedies Not Exclusive”

Title V, Chapter 210, Section V-210-13.01, of the Milpitas Municipal Code is hereby amended to read as follows:

V-210-13.01 - Remedies Not Exclusive

This Section provides for issuance of a notice of violation and/or an administrative hearing process which is in addition to any and all legal remedies, administrative, criminal or civil, which may be pursued by the City to address any violation of this Chapter, which may include use of the Administrative Citation provisions in Title I.

SECTION 19. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION VI-3-1.00 “Establishment of Departments of City”

Title VI, Chapter 3, Section VI-3-1.00 of the Milpitas Municipal Code is hereby amended to read as follows:

VI-3-1.00 - Establishment of Departments of City

Pursuant to the provision of Section VI-1-2.08 of the Milpitas Municipal Code, the work of the City government shall be distributed among the following departments of the City:

- A. City Manager;
- B. City Attorney;
- C. Finance;
- D. Human Resources;
- E. Information ~~Services~~Technology;
- F. Planning ~~and Neighborhood Services~~;
- G. Public Works;
- H. Engineering;
- I. Police;
- J. Fire;
- K. Building and ~~Safety~~Housing; and
- L. Recreation and Community Services.

SECTION 20. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION VI-3-4.00 “Severance Payments for Specified ‘At-Will’ Positions” AT SUBSECTION (1) “Application”

Title VI, Chapter 3, Subsection VI-3-4.00(1), of the Milpitas Municipal Code is hereby amended to read as follows:

1. Application. The ordinance codified in this Section shall permit the payment of severance to City employees serving in any of the following positions on an "at-will" (i.e., exempt) basis: Department Heads; ~~Chief Building Official; and~~ City Engineer; Deputy City Manager; and Assistant City Manager (hereafter "qualifying positions").

SECTION 21. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTIONS VI-101-3.00 “Competitive Service” AND VI-101-3.01 “Positions Exempt from Competitive Service”

Title VI, Chapter 101, Sections VI-101-3.00 and VI-101-3.01, of the Milpitas Municipal Code are hereby amended to read as follows:

VI-101-3.00 - Competitive Service

The provisions of this Chapter shall apply to all offices, positions, and employments in the service of the City, except the following "exempt" and/or "at-will" positions.

VI-101-3.01 - Positions Exempt from Competitive Service

3.01-1 All elected officials.

3.01-2 Members of appointive boards, commissions and committees.

3.01-3 Persons engaged under contract to supply expert, professional or technical services for a definite period of time.

3.01-4 Volunteer personnel, such as volunteer firemen, who receive no regular compensation from the City.

3.01-5 The City Attorney, the City Clerk, and City Treasurer.

3.01-6 The City Manager, ~~and~~ Assistant City Manager, Deputy City Manager and Public Information Officer.

3.01-7 Department Heads, Directors, Division Heads and other employees with significant responsibility for formulating and administering City policies and programs.

SECTION 22. AMENDMENT OF MILPITAS MUNICIPAL CODE TABLE XI-10-11.07-6 "Milpitas Commercial Specific Plan Environmental Performance Standards"

Title XI, Chapter 10, Table XI-10-11.07-6 of the Milpitas Municipal Code is hereby amended to read as follows:

Table XI-10-11.07-6 - Milpitas Commercial Specific Plan Environmental Performance Standards

Environmental Performance Standards	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
1. Aesthetics, Light, and Glare					
AES-1a: Prior to issuance of building permits, the developer shall prepare and submit a sign program to the City of Milpitas for review and approval. The sign program shall demonstrate compliance with the applicable requirements with Milpitas Municipal Code Title XI, Chapter 30. The approved sign program shall be implemented into the proposed project.	Approval of plans	Prior to issuance of building permits	City of Milpitas Planning and Neighborhood Services Department		
AES-1b: Prior to issuance of grading or building permits, whichever comes first, the developer shall obtain a tree removal permit from the City of Milpitas for any trees slated for removal with a trunk circumference of 37 inches or more measured at 4.5 feet above ground level. Replacement of such trees shall be performed in accordance with the requirements of the Tree Maintenance and Protection Ordinance. Removed trees that are not covered by the Tree Maintenance	Issuance of permit; Site inspection	Prior to issuance of grading or building permits (whichever comes first); Prior to issuance of the final certificate of occupancy	City of Milpitas Planning and Neighborhood Services Department and Public Works Department		

and Protection Ordinance (i.e., less than 37 inches in circumference at 4.5 feet above ground level) shall be replaced onsite with a similar tree species at no less than a 1:1 ratio. All replacement trees shall be planted prior to the issuance of the final certificate of occupancy.					11.
AES-1c: Prior to issuance of the final certificate of occupancy, the developer shall do one of the following: 1) permanently remove all shipping containers from the project site; or 2) obtain a minor Site Development Permit Approval and install screening measures in accordance with Zoning Ordinance requirements. If the second option is pursued, outdoor storage of containers shall occur in a completely enclosed building or behind a visually obscure solid wall or tight board fence a minimum 6 feet in height and outside any front or street side yard setback area.	Site inspection	Prior to issuance of the final certificate of occupancy	City of Milpitas Planning and Neighborhood Services Department		
AES-2: Prior issuance building permits, the developer shall ensure that all exterior lighting fixtures associated with the existing retail building (building-mounted and freestanding) are shielded, recessed, or directed downward to prevent unwanted illumination of neighboring properties.	Approval of plans	Prior issuance building permits	City of Milpitas Planning and Neighborhood Services Department		
2. Air Quality					
AIR-3: The following measures shall be implemented during all construction activities:	Site inspection	During construction activities	City of Milpitas Building and Safety/Housing Department		
Water all active construction areas and exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) at least two times per day.					
Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least 2 feet of freeboard.					
Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and					

staging areas at construction sites.					11.
• Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction sites.					
• Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets.					
• All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.					
• All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.					
• Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). Clear signage shall be provided for construction workers at all access points.					
• All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.					
• Post a publicly visible sign with the telephone number and person to contact at the City of Milpitas regarding dust complaints. This person shall respond and take corrective action within 48 hours. The phone number of the Bay Area Air Quality Management District shall also be visible to ensure compliance with applicable regulations.					
AIR-7a: The developer shall use paving materials with increased solar reflectivity in areas where pavement is replaced. Such materials shall use light-colored aggregate or other appropriate methods to achieve high solar reflectivity. The developer shall	Approval of plans and site inspection	Prior to issuance of Building Permit	City of Milpitas Planning and Neighborhood Services Department		

provide construction details and specifications that shall be submitted with construction drawings and installed with improvements.					11.
AIR-7b: Prior to issuance of the final certificate of occupancy, the developer shall post signs in the loading docks advising truck drivers to turn off engines when not in use and advising truck drivers of state law prohibiting diesel idling of more than 5 minutes.	Site inspection	Prior to issuance of the final certificate of occupancy	City of Milpitas Planning and Neighborhood Services Department		
AIR-7c: Prior to issuance of the final certificate of occupancy, the developer shall do the following:	Approval of plans; Site inspection; ongoing	Prior to issuance of the building permit; ongoing.	City of Milpitas Planning and Neighborhood Services Department and Building and Safety Housing Department		
• Prior to building permit issuance, a secondary closed loop system shall be evaluated and implemented, if found to be technically and economically feasible. Details and specifications shall be included with the construction drawings.					
• The developer shall maintain the refrigeration system at least once per year to ensure that refrigerant leaks remain minimal. The maintenance records shall be kept onsite for review by the City of Milpitas.					
• During installation of the new refrigerators and freezers, effort shall be made to reuse the existing refrigerants in the new system, unless the old refrigerant is not the same type as is proposed in the new system or more leakage would occur if the refrigerants are reused.					
AIR-7d: Prior to issuance of the final certificate of occupancy, the developer shall provide the following Transportation Demand Management measures:	Site inspection	Prior to issuance of the final certificate of occupancy	City of Milpitas Planning and Neighborhood Services Department		

Public transit information in the employee breakroom. Store management shall post information such as Santa Clara Valley Transportation Authority bus and light rail schedules, maps, and fares.					11.
Ride sharing information in the employee breakroom. Store management shall facilitate ride sharing by providing sign-up sheets or other measures to allow interested employees to identify carpooling opportunities.					
Bicycling information. Store management shall post information such as bicycle route maps and information about taking bikes on public transportation.					
AIR-7e: To reduce construction related greenhouse gas impacts, the following measures are required:	Submittal of documentation	During construction activities	City of Milpitas Planning and Neighborhood Services Department		
At least 15 percent of the construction vehicles/equipment shall be fueled by an alternative source such as biodiesel and/or electric.					
At least 10 percent of all building materials shall be local (within 100 miles); and					
At least 50 percent of construction and demolition materials shall be recycled. This latter provision shall be coordinated with Mitigation Measure PSU-6a.					
3. Biological Resources					
BIO-1: If vegetation removal associated with development of the property is to occur during the nesting bird season (February 15 through August 31), a qualified biologist shall conduct a pre-construction survey for nesting birds to identify any potential nesting activity. The pre-construction surveys for nesting birds shall be conducted within 14 days prior to any construction-related activities (grading, ground clearing, etc.). If nesting	Submittal of documentation; Site inspection	Within 14 days prior to any construction-related activities during the nesting bird season (February 15 through August 31)	City of Milpitas Planning and Neighborhood Services Department		307

birds are identified on the site, a 100-foot buffer shall be maintained around the nests; no construction-related activities shall be permitted within the 100-foot buffer. A qualified biologist shall monitor the nests, and construction activities may commence within the buffer area at the discretion and presence of the biological monitor. The pre-construction survey for nesting birds shall not be required if construction activities occur outside of the nesting bird season (September 1 through February 14).					11.
4. Geology, Soils, and Seismicity					
GEO-1a: Prior to issuance of building permits, the developer shall submit a seismic hazards technical study prepared by a qualified geotechnical engineer to the City of Milpitas for review and approval. The report shall be prepared in accordance with the requirements of the Seismic Hazards Mapping Act and shall identify necessary design measures to reduce potential seismic ground shaking impacts to acceptable levels. The developer shall incorporate the approved design measures into the project plans.	Approval of plans	Prior to issuance of building permits	City of Milpitas Building and Safety Housing Department		
GEO-1b: Prior to issuance of building permits, the developer shall submit a design-level geotechnical investigation to the City of Milpitas for review and approval. The design-level investigation shall address the potential for ground failure to occur onsite and identify abatement measures to reduce the potential for such an event to acceptable levels. The abatement measures shall be incorporated into the project design.	Approval of plans	Prior to issuance of building permits	City of Milpitas Building and Safety Housing Department		
GEO-1c: Prior to issuance of building permits, the developer shall submit plans to the City of Milpitas for review and approval that demonstrate that the proposed project is designed in accordance with all state and local seismic safety requirements. Such requirements shall include the California Building Standards Code and Milpitas Municipal Code, Title II. The approved plans shall be incorporated into the project design.	Approval of plans	Prior to issuance of building permits	City of Milpitas Building and Safety Housing Department		

GEO-4: During grading and construction, the developer shall adhere to all applicable recommendations for abating expansive soil conditions contained in the Geotechnical Engineering Investigation or comparable geotechnical study. This includes the excavation of expansive soils and the subsequent replacement of such soils with non-expansive engineered fill.	Site inspection	During grading and construction	City of Milpitas Building and Safety Housing Department		11.
5. Hydrology and Water Quality					
HYD-1: Prior to the issuance of grading permits for the proposed project, the developer shall prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of Milpitas that identifies specific actions and Best Management Practices (BMPs) to prevent stormwater pollution during construction activities. The SWPPP shall identify a practical sequence for BMP implementation and maintenance, site restoration, contingency measures, responsible parties, and agency contacts. The SWPPP shall include, but not be limited to, the following elements:	Approval of plan	Prior to the issuance of grading permits	City of Milpitas Planning and Neighborhood Services Department and Engineering Department		
• Temporary erosion control measures shall be employed for disturbed areas.					
• No disturbed surfaces shall be left without erosion control measures in place during the winter and spring months.					
• Sediment shall be retained onsite by a system of sediment basins, traps, or other appropriate measures.					
• The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate or reduce discharge of materials to storm drains.					
• BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the RWQCB to					

determine adequacy of the measure.					11.
In the event of significant construction delays or delays in final landscape installation, native grasses or other appropriate vegetative cover shall be established on the construction site as soon as possible after disturbance, as an interim erosion control measure throughout the wet season.					
HYD-2: Prior to the issuance of building permits for the proposed project, the developer shall submit a stormwater management plan to the City of Milpitas for review and approval. The stormwater management plan shall comply with the requirements of Milpitas Municipal Code Title XI, Chapter 16 and identify pollution prevention measures and practices to prevent polluted runoff from leaving the project site. Examples of stormwater pollution prevention measures and practices to be contained in the plan include, but are not limited to:	Approval of plan	Prior to the issuance of building permits	City of Milpitas Planning and Neighborhood Services Department and Engineering Department		
Strategically placed bioswales and landscaped areas that promote percolation of runoff					
Pervious pavement					
Roof drains that discharge to landscaped areas					
Trash enclosures with screen walls					
Stenciling on storm drains					
Curb cuts in parking areas to allow runoff to enter landscaped areas					
Rock-lined areas along landscaped areas in parking lots					
Catch basins					
Oil/water separators					
Regular sweeping of parking areas and cleaning of storm drainage facilities					

Employee training to inform store personnel of stormwater pollution prevention measures					11.
The developer shall also prepare and submit an Operations and Maintenance Agreement to the City identifying procedures to ensure that stormwater quality control measures work properly during operations.					
6. Public Services and Utilities					
PSU-3: Prior to building permit issuance, the developer shall include details and specification in the construction drawings and install the following indoor water conservation measures:	Approval of plans	Prior to issuance of the final certificate of occupancy	City of Milpitas Planning and Neighborhood Services Department, Building and Safety Housing Department and Engineering Department		
Low-flow or ultra-low-flow toilets and urinals					
Sensor-activated faucets in restrooms					
PSU-6a: Prior to the commencement of construction activities, the developer shall retain a qualified contractor to perform construction and demolition debris recycling. The developer shall provide documentation to the satisfaction of the City of Milpitas demonstrating that construction and demolition debris was recycled.	Submittal of documentation	Prior to issuance of building permits	City of Milpitas Planning and Neighborhood Services Department		
PSU-6b: Prior to building permit issuance, the developer shall show onsite facilities necessary to collect and store recyclable materials. The facilities shall include receptacles in public spaces that are of high-quality design and identify accepted materials.	Approval of plans; Site inspection	Prior to issuance of building permits	City of Milpitas Planning and Neighborhood Services Department		
7. Transportation					
TRANS-1a: Prior to the issuance of building permits, the developer shall	Receipt of fees	Prior to the issuance of	City of Milpitas		311

provide fair-share fees to the City of Milpitas for improvements to the Dixon Landing Road/N. Milpitas Boulevard intersection and the widening of Dixon Landing Road in the amount of \$31,960 (\$3,000 for the intersection improvement and \$28,960 for the roadway widening). The fees will go towards the following intersection improvements: 1) modifying the signal operation to include a southbound right-turn overlap and subsequent signal timing optimization or 2) adding a northbound left turn lane, a southbound right-turn lane, and eastbound left-turn and right-turn lanes. The widening shall consist of adding an additional lane in each direction between I-880 and N. Milpitas Boulevard. Both improvements are identified in the Valley Transportation Plan 2035.		building permits	Planning and Neighborhood Services Department		11.
TRANS-1b: Prior to the issuance of final certificate of occupancy, the developer shall provide the City of Milpitas the full cost of signal timing modifications at the N. McCarthy Boulevard/Ranch Drive (south) intersection in the estimated amount of \$2,500 dollars. The modifications shall consist of re-timing the signal to increase the current cycle length. This mitigation measure shall not apply if the signal timing is modified prior to the developer seeking the final certificate of occupancy.	Receipt of fees	Prior to the issuance of final certificate of occupancy	City of Milpitas Planning and Neighborhood Services Department		
TRANS-3: Prior to issuance of building permits, the developer shall provide a traffic management fee in the amount of \$180,000 to the City of Milpitas. The fees shall be used for circulation and traffic operation improvements within the City of Milpitas, including signal coordination and intersection improvements. Specific improvements that shall be fully funded by funds collected shall include:	Receipt of fees	Prior to issuance of building permits	City of Milpitas Planning and Neighborhood Services Department		
• McCarthy Boulevard/Technology Drive: The eastbound approach shall be re-stripped to provide two left-turn lanes and one shared through/right lane.					
• McCarthy Boulevard/SR-237 Westbound Ramps: An additional westbound right-turn lane shall be					

constructed to provide two left-turn lanes, two through lanes, and two right-turn lanes for the westbound approach.					11.
• Ranch Drive: The roadway shall be restriped to extend the existing two-way left-turn lane from the northern driveway of the existing retail building to the end of the existing westbound left-turn lane at the McCarthy Boulevard/Ranch Drive (North) intersection.					
TRANS-5: Prior to issuance of building permits, the developer shall prepare and submit a site plan to the City of Milpitas that demonstrates that off-street parking is provided onsite complies with the Milpitas Municipal Code Parking Regulations and Development Standards. The approved site plan shall be incorporated into the proposed project.	Approval of plan (Note: Project plans submitted comply with the City's off-street parking requirements)	Prior to issuance of building permits	City of Milpitas Planning and Neighborhood Services Department		
TRANS-8: Prior to building permit issuance, the developer shall provide details and specifications for bicycle storage facilities on the construction drawings and install prior to occupancy. Bicycle storage facilities shall consist of at least one rack located in a visible and convenient location (e.g., near the store entrance) and that provides storage equivalent to 2 percent of the proposed project's minimum parking requirement.	Approval of plans; Site inspection	Prior to issuance of the final certificate of occupancy	City of Milpitas Planning and Neighborhood Services Department		
TRANS-9: Prior to commencement of construction activities, the developer shall submit a Construction Traffic Control Plan to the City of Milpitas for review and approval. The plan shall identify the timing and routing of all major construction equipment and materials deliveries to avoid potential traffic congestion and delays on the local street network and the McCarthy Ranch Marketplace, and to encourage the use of I-880 and SR-237. If necessary, construction equipment and materials deliveries shall be limited to off-peak hours (e.g., mornings or evenings) to avoid conflicts with local traffic circulation. The plan shall also identify suitable locations for construction worker parking.	Approval of plan	Prior to commencement of construction activities	City of Milpitas Planning and Neighborhood Services Department		

SECTION 23. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION XI-10-13.14 “Emergency Shelters” AT SUBSECTION D “Additional Standards” 11.

Title XI, Chapter 10, Subsection XI-10-13.14(D) of the Milpitas Municipal Code is hereby amended to read as follows:

D. Additional Standards. The Director of Planning and ~~Neighborhood Services~~ may adopt additional written objective minimum standards consistent with California Government Code Section 65583(a)(4)(A), as may be amended. Any such administrative standards adopted by the Director of Planning and Neighborhood Services shall be published on the Planning Division's website.

SECTION 24. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTIONS XII-1-4.00 “Payment of Fees in Lieu of Creation of Affordable Units,” XII-1-4.03 “Credit Transfers,” XII-1-4.03 “Transfer of Square Foot Equivalent,” XII-1-4.04 Waiver of Requirements AND XII-1-5.01 “Applicability”

Title XII, Chapter 1, Sections 4.00, 4.03, a second Section 4.03, 4.04, and 5.01 of the Milpitas Municipal Code are hereby amended to read as follows:

XII-1-4.00 - Payment of fees in lieu of creation of affordable units

Upon request of the applicant, the City Council may permit the applicant to pay a fee in lieu of constructing the affordable units that the applicant would otherwise be required to construct pursuant to this Chapter. The City shall adopt, by resolution, current affordable housing impact fee levels as well as administrative guidelines necessary for the implementation of this Chapter. To the extent State law may require, applicants for development of rental units will not require the approval of City Council for the payment of in-lieu fees, but shall otherwise be subject to all requirements herein.

Unless otherwise specified by resolution of the City Council or amendment to this Chapter, every July 1, or the following business day, if applicable, the City will adjust the affordable housing fees for inflation using the Engineering News-Record McGraw-Hill Construction Weekly Building Cost Index for San Francisco. If this index ceases to exist, the Director of ~~Planning and Neighborhood Services~~ Building and Housing shall substitute another construction cost index, which in his/her judgement is as nearly equivalent to the original index as possible.

The applicant shall pay any in-lieu fees authorized pursuant to this Chapter prior to issuance of the building permit. Applicable fees will be determined at time of payment. All payment of in-lieu fees and other penalties and payments made to the City under this Chapter shall be deposited into the Affordable Housing Ordinance Fund.

XII-1-4.03 - Credit transfers

An applicant may fully or partially satisfy the requirements of XII-1-3.00 through the use of transfer credits created pursuant to XII-1-7.00. Credit certificates shall be presented to the Director of ~~Planning and Neighborhood Services~~ Building and Housing, who shall note at the time of project approval the credit certificate by number. Credit certificates may only be used to satisfy the requirements for inclusionary units for the income category (i.e., very low, low, or moderate) and number of bedrooms for which they are issued.

XII-1-4.043 - Transfer of square foot equivalent

The applicant may choose to provide more units in an overall development; however the gross square footage of the proposed affordable units cannot be less than the square footage of the required affordable units.

XII-1-4.054 - Waiver of requirements

As part of the development application, the applicant may request and the City Council, at its discretion, may waive, wholly or partially, the requirements of this Chapter and approve alternate methods of compliance with this Chapter if the applicant demonstrates, and the City Council finds, either (1) that such alternate methods meet the purposes of this Chapter; or (2) that there is no reasonable relationship between the impact of the proposed development and the contested requirement or that applying the requirements of this Chapter would take p

in violation of the United States Constitution or California Constitution or would result in any unconstitutional result. 11.

XII-1-5.01 – Applicability

Any non-residential development, applicable under the definition set forth in Section XII-1-2.05, is subject to payment of a non-residential affordable housing impact fee. The City shall adopt, by resolution, current non-residential affordable housing impact fee levels. Every July 1, or the following business day, if applicable, the City will adjust affordable housing fees for inflation annually using the Engineering New Record McGraw-Hill Construction Weekly Building Cost Index for San Francisco. If this index ceases to exist, the Director of ~~Planning and Neighborhood Services~~ **Building and Housing** shall substitute another construction cost index, which in his/her judgement is as nearly equivalent to the original index as possible.

The applicant shall pay the non-residential impact fees prior to issuance of the building permit. Applicable fees will be determined at time of payment. All payment of fees made to the City under this Chapter shall be deposited into the City Affordable Housing Ordinance Fund.

SECTION 25. AMENDMENT OF MILPITAS MUNICIPAL CODE SECTION XII-1-8.00 “Incentives to Encourage On-Site Construction of Affordable Units” AT SUBSECTION (A) “Planning Waivers”

Title XII, Chapter 1, Subsection XII-1-8.00(A), of the Milpitas Municipal Code is hereby amended to read as follows:

Section 8 - Incentives to Encourage On-Site Construction of Affordable Units

XII-1-8.00

Applicants shall receive incentives as specified in this Section 8 to encourage the on-site construction of affordable units. If an applicant provides affordable units in excess of 20 percent of the total number of units in the project the City will provide the following incentives to include:

- A. Planning Waivers. In addition to waivers, incentives and/or concessions that may be provided pursuant to density bonus law as outlined in Section XI-10-54.15 in the Milpitas Municipal Code if the applicant provides affordable units in excess of 20 percent of the total number of units in the development, the Director of ~~Planning and Neighborhood Services~~ shall grant up to two of the waivers listed below in this Section that help increase the feasibility of the construction of affordable units. The applicant will receive an additional two waivers from the list below for every additional five percent of affordable units provided above the 20 percent. The applicant may choose from the following waivers:

1. Priority processing.
2. Reduced setback requirements not to exceed 50 percent of the minimum required setback.
3. Greater floor area ratio (FAR) not to exceed 50 percent of the maximum FAR for commercial space in mixed use zoning.
4. Reduced landscaping requirements.
5. Reduced interior or exterior amenities.
6. A maximum 20 percent reduction in parking requirements.
7. Height restriction waivers not to exceed 20 percent of the maximum zoning height limitations and in no event to exceed the general plan height limitations.

SECTION 26. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 27. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take 11. thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.