



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL



AGENDA

TUESDAY, NOVEMBER 5, 2024

**CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA
5:30 PM**

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

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

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

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

Meeting shall be livestreamed - Go to:

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

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

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

PUBLIC COMMENT INSTRUCTIONS

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

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

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_bl9Q4dP3Q0KEuGXnn3IHBQ

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

MILPITAS CITY COUNCIL CODE OF CONDUCT

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

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

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LEGAL COUNSEL

Existing Litigation Pursuant to Government Code § 54956.9(d)(2):
Gonzalez v. City of Milpitas, WCAB case number ADJ17009240.

CLOSED SESSION ANNOUNCEMENT:

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

PLEDGE OF ALLEGIANCE

INVOCATION (Vice Mayor Chua)

PRESENTATIONS

PUBLIC FORUM

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

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR

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

C1. Receive City Council Calendar of Meetings for November 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Receive City Council Calendar of Meetings for November 2024.

C2. Approve City Council City Council Meeting Minutes of October 15, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Approve City Council Meeting minutes of October 15, 2024.

C3. Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Receive the list of anticipated agenda items for the next regular City Council meeting.

C4. Receive and Review the List of Agenda Items Requested by City Councilmembers (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Review the list of items that have been requested by City Councilmembers and provide direction to staff as necessary. No substantive discussion about any specific item shall occur and the City Council shall hold all debate about the item until it is scheduled as a full agenda item.

- C5. Authorize and Approve Travel by City Manager Ned Thomas to Santa Cruz, California to Attend the 2024 Silicon Valley Economic Development Alliance Conference on November 15, 2024 (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: Authorize and Approve Travel by City Manager Ned Thomas to Santa Cruz, California to Attend the 2024 Silicon Valley Economic Development Alliance Conference on November 15, 2024, for a total not-to-exceed amount of \$200.

- C6. Consider Recommendations from Mayor Montano for Appointments to City Commissions (Contact: Mayor Montano, 408-586-3024)**

Recommendation: Receive Mayor Montano's recommendation and approve appointments to City Commissions.

- C7. Adopt a Resolution to Approve Project Plans, Award the Construction Contract to Corcus Construction, Inc.; and Approve a Budget Reappropriation for Fire Service Project for the Fire Station No. 1 Modular Building Replacement, Project No. 3465 (Staff: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: (1) Adopt a resolution to approve project plans and specifications, (2) Award the construction contract to Corcus Construction, Inc. in the amount of \$99,700, (3) Authorize the City Manager to execute the construction contract with Corcus Construction, Inc., (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$20,000 for Fire Service Project for the Fire Station No. 1 Modular Building Replacement, Project No. 3465; and (5) Approve a budget reappropriation of \$120,000 from Fire Station No. 2 Replacement, Project No. 3447, to Fire Station No. 1 Modular Building Replacement, Project No. 3465.

PUBLIC HEARINGS

Members of the public may be allotted up to three (3) minutes or less at the Mayor's discretion, to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of ten (10) minutes for opening statements and up to a total of five (5) minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.

- 8. Adopt a Resolution Certifying Election Results and Adding the Property Located at 1355 California Circle into Community Facilities District No. 2005-1 (Annexation No. 23) (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Following receipt of election results from the City Clerk, adopt a resolution certifying election results and adding the property located at 1355 California Circle into Community Facilities District No. 2005-1 (Annexation No. 23).

- 9. Adopt a Resolution Certifying Election Results and Adding the Properties Located at 1905 Tarob Court into Community Facilities District No. 2008-1 (Annexation No. 27) (Staff Contact: Christian De Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Following receipt of election results from the City Clerk, adopt a resolution certifying election results and adding the properties located at 1905 Tarob Court into Community Facilities District No. 2008-1 (Annexation No. 27).

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

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

ADJOURNMENT

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

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

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

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

APPLY TO SERVE ON A CITY COMMISSION

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

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

October 2024						
S	M	T	W	T	F	S
6	7	1	2	3	4	5
13	14	8	9	10	11	12
20	21	15	16	17	18	19
27	28	22	23	24	25	26
		29	30	31		

MILPITAS CITY COUNCIL CALENDAR

November 2024

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 7:00 PM -Parks, Recreation & Cultural Resources Commission (HL)	5 5:30 PM - Special City Council Meeting	6 1:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Virtual)	7 5:30 PM -Santa Clara VTA Board of Directors (CM) 5:30 PM -Milpitas Chamber of Commerce Board (GB)	8 9:00 AM -VTA Board of Directors Workshop (CM)	9
10	11  CITY HALL CLOSED IN OBSERVANCE OF VETERANS DAY	12 4:00 PM - Milpitas HOPE	13 4:30 PM -City Council Finance Subcommittee (CM/EC) 7:00 PM -Planning Commission 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) (Cupertino)	14 1:30 PM -Emergency Operational Area council (EOAC) Meeting (CM) 4:00 PM -SVRIA Board of Directors (GB) 4:00 PM -Santa Clara VTA Policy Advisory Committee (EC) 4:00 PM -Treatment Plant Advisory Committee (CM) (San Jose) 5:30 PM -CASCC Legislative Action Committee Meeting (CM) 6:00 PM -Youth Advisory Commission (HL) 7:00 PM -Cities Assoc of SCC (CM)	15	16
17	18 4:30 PM - Economic Development & Trade Commission 7:00 PM -Science, Technology, and Innovation Commission (GB) 7:00 PM -Library and Education Commission (EC) (Milpitas Public Library)	19 5:00 PM -Closed Session 7:00 PM -City Council	20 6:00 PM -Energy and Environmental Sustainability Commission (EC)	21 10:00 AM -VTA CMPP (CM) 4:00 PM -City Council Finance Subcommittee (CM/EC) 6:30 PM -Bay Area Water Supply Conserv Agency (CM) (Burlingame Community Center) 7:00 PM -Public Safety and Emergency Preparedness Commission (HL)	22	23
24	25 7:00 PM -Arts Commission (EC)	26	27 7:00 PM -Planning Commission	28	29	30
				 CITY HALL CLOSED FOR THANKSGIVING		



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, OCTOBER 15, 2024

The City Council of the City of Milpitas convened on the regular City Council meeting day in a Regular Meeting of the Milpitas City Council on October 15, 2024, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

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

Mayor Montano called the Regular City Council meeting to order at 6:01 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo (6:03 PM), Councilmember Lien, Councilmember Phan

ABSENT: None

City Attorney Michael Mutalipassi briefed the City Council on the Closed Session agenda.

The City Council adjourned to Closed Session at 6:02 PM.

ADJOURN TO CLOSED SESSION

(a) PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION

Pursuant to California Government Code Section 54957
Position: City Manager

CLOSED SESSION ANNOUNCEMENT:

The City Council reconvened at 7:02 PM.

City Attorney Mutalipassi had nothing to report out.

PLEDGE OF ALLEGIANCE

Mayor Montano led the pledge of allegiance.

INVOCATION

Mayor Montano provided the invocation.

PRESENTATIONS

Mayor Montano and the Milpitas City Council presented proclamations in recognition of Domestic Violence Awareness Month, Breast Cancer Awareness Month, and Diwali. They also presented Keys to the City to Milpitas US Olympians, and certificates in recognition of the Milpitas High Cross Country Coaches and Team Captains.

PUBLIC FORUM

There were the following public speakers:

1. Voltaire Montemayor

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

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

READING OF THE CITY COUNCIL CODE OF CONDUCT

Vice Mayor Chua read the City Council Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

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

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

NOES: None

CONSENT CALENDAR

Vice Mayor Chua asked to defer Item C12 to December.

There were no public speakers.

After discussion, motion: to defer Item c12 to a City Council meeting in December and approve the Consent Calendar.

Motion/Second: Vice Mayor Chua / Mayor Montano

Motion carried by the following:

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

NOES: None

1. Receive City Council Calendar of Meetings for October and November 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Received City Council Calendar of Meetings for October and November 2024.

2. Approve City Council City Council Meeting Minutes of October 1, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Approved City Council Meeting minutes of October 1, 2024.

3. Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Received the list of anticipated agenda items for the next regular City Council meeting.

4. Receive and Review the List of Agenda Items Requested by City Councilmembers (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Reviewed the list of items that have been requested by City Councilmembers and provided direction to staff as necessary.

5. **Authorize and Approve Travel by City Manager Ned Thomas to Pasadena, California to Attend the California City Management Foundation New and Future City Manager Seminar on November 6-8, 2024; and to Roseville, California to Attend the California Police Chiefs Association 2024 Workers Comp Summit on November 21, 2024 (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Approved travel by City Manager Ned Thomas to the California City Management Foundation New and Future City Manager Seminar in Pasadena, California on November 6 to 8, 2024; and California Police Chiefs Association 2024 Workers Comp Summit in Roseville, California on November 21, 2024, for a total not-to-exceed amount of \$1,500.

6. **Authorize the City Manager to Amend a Professional Services Agreement with Blais and Associates for Citywide Grant Consulting Services (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Authorized the City Manager to amend a professional services agreement with Blais and Associates for Citywide Grant Consulting Services in an amount not-to-exceed \$150,000 for a total not-to-exceed agreement amount of \$240,000.

7. **Authorize the City Manager to Execute a Five-Year Agreement for Recruitment and Employee Onboarding Management Software with Governmentjobs.com, Inc., dba NEOGOV (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Kelli Parmley, Human Resources Director, 408-586-3086)**

Authorized the City Manager to execute a five-year agreement through July 24, 2029, for recruitment and employee onboarding management software with Governmentjobs.com, Inc., dba NEOGOV, in an amount not-to-exceed \$245,819.

8. **Accept the 2024 Bulletproof Vest Partnership Grant and Approve a Related Budget Appropriation (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)**

(1) Authorized the City Manager to accept the 2024 Bulletproof Vest Partnership Grant in the amount of \$6,278.81; and (2) Approved a related budget appropriation.

9. **Authorize the City Manager to Award an Agreement to Holiday Lights LLC for the Installation and Removal of Tree Lights at the City Hall Complex (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Luz Cofresí-Howe, Finance Director, 408-586-3111)**

(1) Approved a one-time waiver of the City of Milpitas Municipal Code Municode Section I-2-3.01(c) - Selection of Solicitation Method Procurements; and (2) Authorized the City Manager to award an agreement to Holiday Lights LLC for the installation and removal of tree lights at the City Hall Complex for the 2024 holiday season in an amount not-to-exceed \$78,315.

10. **Receive an Update on the Security Improvements at the McCarthy Ranch Sewer Lift Station (Main Lift) and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

(1) Received an update on the security improvements at the McCarthy Ranch Sewer Lift Station; and (2) Determined by a four-fifths vote that the condition continues to constitute an emergency.

11. **Consider a Fee Waiver Request from the Joseph Bettencourt Foundation (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

Approved a fee waiver of \$950 for the Joseph Bettencourt Foundation Annual Halloween Party Fundraiser at the Milpitas Senior Center on October 26, 2024.

12. Receive a Report on Milpitas HOPE Suicide Prevention Task Force Activities since September 2022 (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Deferred to December.

13. Accept the FY 2023-24 Commissioners Annual Report for Six (6) Commissions and Approve Six (6) Commission Work Plans for FY 2024-25 (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

(1) Accepted the FY 2023-24 Commissioners Annual Report; and (2) Approve proposed FY 2024-25 Work Plans for: (a) Arts Commission; (b) Library and Education Commission; (c) Parks, Recreation and Cultural Resources Commission; (d) Senior Advisory Commission; (e) Veterans Commission; and (f) Youth Advisory Commission.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE

14. Update on Street Sweeping Pilot Project Expansion (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Elaine Marshall, Deputy Public Works Director, 408-586-2603)

City Manager Thomas introduced the item. Assistant Public Works Director Marshall provided introductory remarks and Solid Waste Program Manager Khuu-Seeman presented the report.

There were the following public speakers:

1. Voltaire Montemayor

Vice Mayor Chua voiced support for the program based on visible improvements in pilot areas.

Mayor Montano initially expressed surprise that less than 50% of surveyed areas wanted the program expanded, suggesting it should expand for environmental reasons.

Councilmember Barbadillo raised questions about metrics for success beyond moving cars, and suggested supplementing with community clean-up efforts.

After discussion, motion: to (1) Accept the staff presentation on the Street Sweeping Pilot Program, (2) Approve addition of two areas to the Parking Prohibited Street Sweeping Program; and (3) Approve reappropriation of \$300,000 from CIP 3455 Street Sweeping Pilot to CIP 4295 Street Pavement Restriping Program.

Motion/Second: Vice Mayor Chua / Councilmember Phan

Motion carried by the following:

AYES: Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien, Councilmember Phan

NOES: Mayor Montano

LEADERSHIP AND SUPPORT SERVICES

15. Adopt a Resolution Approving the FY 2024-25 Development and Storm Impact Fee Schedule for the Transit Area Specific Plan (TASP) Impact Fee, the Calaveras Boulevard Widening Traffic Impact Fee, and the Storm Drain Fee (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

City Manager Thomas introduced the item. Finance Director Cofresí-Howe presented the report.

There were the following public speakers:

1. Voltaire Montemayor

Vice Mayor Chua started by asking for clarification on how much additional revenue the proposed 3.59% fee increases would generate annually. Finance Director Cofresí-Howe explained that the increase was tied specifically to the construction cost index for the San Francisco area, not the general consumer price index and noted the difficulty of estimating exact revenue impact.

Councilmember Lien requested that staff provide a comparison of these fees to what other nearby cities charge and asked where the citation revenue collected from the street sweeping pilot program goes.

Councilmember Phan questioned why the current proposed fee increases were not accompanied by an updated nexus study. City Manager Thomas noted a new study is under way. Councilmember Phan voiced concerns about the TASP fee increase.

Councilmember Barbadillo asked after what core metrics were used to evaluate the fees. He requested a feasibility analysis showing that the fee increases would not deter incoming businesses from developing in the area.

Councilmember Phan stated he was not comfortable with the new fees applying to projects already entitled or that had been submitted for approval. He requested staff analyze exactly which pipeline projects would be impacted by the increases and when fees get locked in.

Councilmember Lien suggested bringing this item back at a future date.

Finance Director Cofresí-Howe summarized the questions brought up during the discussion including additional analysis on the impact on pipeline projects, fee comparisons with other cities, and an explanation of the 3.59% fee increase calculation.

After discussion, motion: to defer to a future meeting date.

Motion/Second: Councilmember Lien / Vice Mayor Chua

Motion carried by the following:

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

NOES: None

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

City Manager Thomas announced the Milpitas Community Concert Band Halloween concert on October 25th at 7:30 PM including a kids' costume parade. He also provided, in response to a request from Councilmember Lien, a brief status update on the city's vacancies. He noted a more detailed report would be provided the Human Resources Director at a future City Council meeting, and offered individual Council briefings for further information.

Councilmember Lien requested that the upcoming HR report include details on the city's hiring procedures, location for posting vacancies, and number of positions filled by staff from San Jose to ensure fairness for Milpitas residents.

Mayor Montano asked for a feasibility study for a potential pickleball field at Dixon Landing Park. There was a

3-2 consensus to add the item to the prioritization list (Noes: Chua, Phan).

ADJOURNMENT

Mayor Montano adjourned the meeting at 9:16 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 10/29/2024

November 19, 2024 – Regular Meeting

CLOSED SESSION

INVOCATION (Vice Mayor Chua)

PRESENTATION

- Dagupan Delegation (Ceremony)
- Friends of the Milpitas Library (Commendation)
- Small Business Saturday (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for November and December 2024 (City Clerk)
2. Approve City Council meeting minutes of November 5, 2024 (City Clerk)
3. Preview list of items for December 5, 2024 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Commission Accomplishments and Workplans (City Clerk)
6. CP7118 Dempsey Water Valve Replacement Award (Public Works / Engineering)
7. Award Annual Street Striping Repavement Project (Public Works)
8. Award FY24-25 Vehicle Purchase Award (Public Works)
9. Award Sole Source for Grinder Replacement (Public Works)
10. Emergency Declaration Update - Main Sewer Lift Station Security Measures (Public Works)
11. Arts Commission Art and Culture Grant Recommendation (Recreation)
12. Donation to Knights of Columbus for Thanksgiving Dinner (Recreation)

PUBLIC HEARINGS

13. CFD 2005-1 Annexation No. 24: 450 Wool Drive (Public Works / Engineering)

COMMUNITY DEVELOPMENT

14. Economic Indicators Report (Economic Development)

LEADERSHIP AND SUPPORT SERVICES

15. TASP Fees (Finance)

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

OPEN ITEMS

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
1	Review a feasibility study for a potential pickleball field at Dixon Landing Park.	Montano	10/15/2024	An update on this item will be included in the next quarterly prioritization update.
2	Review the area near Rose Elementary School at the intersection of Edsel and Roswell for unsafe traffic conditions and possible traffic control measures.	Montano	10/1/2024	An update on this item will be included in the next quarterly prioritization update.
3	Bring forward the costs regarding the library renaming project to clarify costs and design by December of this year	Phan	10/1/2024	An update on this item will be included in the next quarterly prioritization update.
4	Invite the HR Director to a future meeting to present on hiring processes and vacancies	Lien	10/1/2024	City staff is working on an update to this item to be provided to the City Council in the next few months.
5	Explore updating the city's business tax rate schedule	Chua	10/1/2024	An update on this item will be included in the next quarterly prioritization update.
6	Explore funding options for new signage following the decision to rename the Milpitas Library to the Milpitas Jose Esteves Library	Barbadillo	9/3/2024	An update on this item will be included in the next quarterly prioritization update.
7	Send a letter to Supervisory Otto Lee regarding the weeds on Montague Expressway	Montano	8/13/2024	An update on this item will be included in the next quarterly prioritization update.

ACTIVE ITEMS

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
8	Update the animal control ordinance to include other animals such as horses and cats	Chua	9/3/2024	This item was approved to move forward at the 9/17/2024 City Council prioritization.
9	Look into a property for sale on Main Street to investigate the cost and feasibility of creating a museum for downtown or Old Town Main Street as part of the revitalization efforts.	Montano	8/13/2024	This item was approved to move forward at the 9/17/2024 City Council prioritization.
10	Look into adopting an ordinance similar to San Jose allowing ADUs (Accessory Dwelling Units) to have a separate title and be sold separately.	Chua	8/13/2024	This item was approved to move forward at the 9/17/2024 City Council prioritization.
11	Conduct a traffic study on Escuela Parkway to address circulation concerns	Montano	5/7/2024	An update on this item will be included in the next quarterly prioritization update.
12	Explore the possibility of augmenting the Planning Commission stipend	Barbadillo	4/16/2024	An update on this item will be included in the next quarterly prioritization update.
13	Consideration of the 20% Low Income Below Market Rate Housing	Montano	12/5/2023	An update on this item will be included in the next quarterly prioritization update.
14	Bring back Bingo and the Tour at the Senior Center	Chua	11/7/2023	An update on this item will be included in the next quarterly prioritization update.
15	Referral for utility infrastructure cost on Main Street from Carlo to Corning Streets	Montano	10/17/2023	An update on this item will be included in the next quarterly prioritization update.
16	Main Street International Festival	Lien	10/3/2023	An update on this item will be included in the next quarterly prioritization update.
17	Explore taking steps towards becoming a Charter City	Phan	9/5/2023	An update on this item will be included in the next quarterly prioritization update.
18	Pickleball Pilot Project	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
19	Main Street Infrastructure Projects	Montano	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
20	Main Street Flooding at Library	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
21	Have the City look into the possibility of a Citywide Senior Discount	Barbadillo	2/7/2023	An update on this item will be included in the next quarterly prioritization update.

NOTE: Deferred and Completed Items are not listed

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
22	City Manager to look into defining either a standalone teen center or updating information to indicate the Senior Center also functions as a Teen Center	Chua	9/20/2022	An update on this item will be included in the next quarterly prioritization update.
23	City Manager look into implementing a workshop for small businesses on the bidding process for projects in the city	Chua	8/9/2022	An update on this item will be included in the next quarterly prioritization update.
24	Quarterly or Monthly crime statistics on Homekey Project	Chua	6/7/2022	An update on this item will be included in the next quarterly prioritization update.
25	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	An update on this item will be included in the next quarterly prioritization update.
26	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022	An update on this item will be included in the next quarterly prioritization update.
27	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021	An update on this item will be included in the next quarterly prioritization update.
28	Have a picture of Albert Vogel Sr. put up in the Senior Center	Montano	10/19/2021	An update on this item will be included in the next quarterly prioritization update.
29	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	8/17/2021	An update on this item will be included in the next quarterly prioritization update.
30	Consider Community Museum and Park on Main St.	Phan	8/20/2019	Discussions with the property owner of this site are ongoing.

NOTE: Deferred and Completed Items are not listed



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize and Approve Travel by City Manager Ned Thomas to Santa Cruz, California to Attend the 2024 Silicon Valley Economic Development Alliance Conference on November 15, 2024 (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/5/2024
<u>Recommendation:</u>	Authorize and Approve Travel by City Manager Ned Thomas to Santa Cruz, California to Attend the 2024 Silicon Valley Economic Development Alliance Conference on November 15, 2024, for a total not-to-exceed amount of \$200.

BACKGROUND:

On November 15, 2024, Joint Venture Silicon Valley is hosting the 2024 Silicon Valley Economic Development Alliance (SVEDA) conference. SVEDA is a regional collaboration of economic development professionals who bring together public and private resources to ensure the success of Silicon Valley businesses and promote the Valley as an excellent place to do business. City Manager Thomas's attendance at this SVEDA conference would provide more insight into what's happening in the regional economic state that may be used in assessing the City of Milpitas (City) economy status. The draft agenda is attached to this report.

ANALYSIS:

The City of Milpitas Travel and Expense Policy stipulates all travel requests from elected officials and the City Manager require City Council approval. This approval is crucial as it enables City Manager Ned Thomas to continue his professional education, enhance his knowledge, and obtain the most current information for making decisions related to the City's administration.

POLICY ALTERNATIVE(S):

Not applicable

FISCAL IMPACT:

City Manager Ned Thomas's estimated expense for attending the SVEDA conference in Santa Cruz, CA, is \$200 in registration fees. Prior expenditures for City Manager and Assistant City Manager travel to Long Beach, CA for the 2024 League of California Cities Annual Conference and Expo was \$5,707.72, leaving a \$24,292.28 balance in the City Manager Conferences/Meetings/ Memberships budget. This balance is sufficient to cover the SVEDA conference travel expenses.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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.

RECOMMENDATION:

Authorize and Approve Travel by City Manager Ned Thomas to Santa Cruz, California to Attend the 2024 Silicon Valley Economic Development Alliance Conference on November 15, 2024, for a total not-to-exceed amount of \$200.

ATTACHMENT(S):

(a) SVEDA Draft Agenda



2024 SVEDA Conference

Dream Inn, Santa Cruz

November 14 & 15

[REGISTER NOW](#)



Thursday, November 14 – Draft Agenda

12:00
PM

Registration & Lunch

Welcome

12:45
PM

Anthony Carnesecca, Assistant to the City Manager, *City of Los Altos* and
SVEDA Chair
Kara Gross, Executive Director, *SVEDA*

Cities and Downtowns, Partnering for Success

1:00 PM

Nathan Donato-Weinstein, Downtown Manager *City of San Jose* – Moderator
Shifra De Benedictis-Kessner, Urban Economic Analyst, *City of Oakland*
Blage Zelalich, Economic Development Director, *City of San Jose*

2:00 PM

How Economic Development Trends and Tools Can Make Your Community Resilient

Ken Hira, President, *Kosmont Companies*

2:30 PM

Break

3:00 PM

Retail Session

Christine Firstenberg, Principal, *Retail Real Estate Resource* – Moderator

4:00 PM

Building a Sustainable Downtown Primed for Growth: Vacaville Technical Assistance Panel

Ryan Call, Partner, *Urban Field Studio*
Kelly Kline, Associate Vice President, Local Government Affairs, *Stanford
University*

Erin Morris, Community Development Director, *City of Vacaville*
Mariana Ricker, PLA, Associate, *swa San Francisco*

5:00 PM **Adjourn**

5:30 PM **Reception & Dinner**

Friday, November 15 – Draft Agenda

7:30 AM **Registration and Breakfast**

8:30 AM **Leveraging Global Sporting Events**
Ruth Shikada, Vice President, Government and External Affairs, *Bay Area*
Host Committee

9:30 AM **Social Media Tools in Action**
Amanda Rotella, Economic Development Strategist, *City of Mountain View* –
Moderator

10:30
AM **Break**

11:00
AM **Work from Home and Economic Development**

Nicholas Bloom, William D. Eberle Professor of Economics, *Stanford University*

11:45
AM

Adjourn at Dream Inn

12:00
PM

Optional Lunch & Tour

3:00 PM

Tour Ends

REGISTER NOW

2024 Registration Fees

Full Conference: \$325

Day 1 with Dinner: \$175

Day 1 without Dinner: \$100

Day 2 with Lunch/Tour: \$150

Day 2 without Lunch/Tour: \$100

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CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Recommendations from Mayor Carmen Montano for Appointments to City Commissions (Contact: Mayor Carmen Montano, 408-586-3024)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/5/2024
Recommendation:	Receive Mayor Carmen Montano's recommendation and approve an appointment to the Public Safety and Emergency Preparedness Commission.

BACKGROUND:

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

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

The Milpitas Commissioner Handbook states that Commissioners may serve on only one commission at a time.

ANALYSIS:

Appointments are as follows:

Public Safety and Emergency Preparedness Commission:

1. Appoint Jeff Hogg to a full voting seat with an unexpired term ending June 2026

According to the guidelines established in the adopted Commissioner Handbook, Commissioners are permitted to serve on only one City of Milpitas Commission at a time. Prior to the appointment recommended in this report, Jeff Hogg held a position as Commissioner on the Energy and Environmental Sustainability Commission (EESC). With his new appointment to the Public Safety and Emergency Preparedness Commission, his current EESC seat, which has an unexpired term ending in October 2025, will be vacated.

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

By state law, a Notice of an Unscheduled Vacancy must be posted by the City Clerk to advertise the vacant Commission seats. Final appointment to the board, commission, or committee for the Unscheduled Vacancy shall not be made by the legislative body for at least ten working days after the posting of the notice in the Clerk's office. The notice of the unscheduled vacancy for the Energy and Environmental Sustainability Commission will be posted Wednesday, November 6, 2024.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

RECOMMENDATION:

Receive Mayor Carmen Montano's recommendation and approve an appointment to the Public Safety and Emergency Preparedness Commission.

ATTACHMENT(S):

(a) Commission Application

From: noreply@civicplus.com
To: [City Clerk](#)
Subject: Online Form Submittal: Commission Applications
Date: Thursday, August 29, 2024 3:51:59 PM

CAUTION: EXTERNAL SENDER

This email originated from outside the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe. [Report suspicious messages](#) to the IT Helpdesk.

Commission Applications

Commission / Committee Applying for: Public Safety and Emergency Preparedness Commission

First Name jeffrey

Last Name hogg

Address Type Residence

Address

City

State

Zip Code

Phone Number

Email Address

Present Employer Sanmina Corp.

Other Phone *Field not completed.*

Business Address (Optional) 2701 Zanker rd

City San Jose

State CA

Zip Code 95035

Occupation Engineering Technician

Education: If Youth *Field not completed.*

Advisory Commission
applicant, indicate your
grade / school:

College, Professional, Vocational, or other schools attended	San Jose City College De Anza College
--	--

Major Subject	Electronics
---------------	-------------

Degree	No
--------	----

List community organizations to which you belong or have belonged (additional
information may be attached).

Name of Organization	Energy and Environmental Sustainability Commission
----------------------	--

Member	current member
--------	----------------

Name of Organization	<i>Field not completed.</i>
----------------------	-----------------------------

Member	<i>Field not completed.</i>
--------	-----------------------------

Name of Organization	Rainbow Childhood Development Center
----------------------	--------------------------------------

Member	<i>Field not completed.</i>
--------	-----------------------------

If application is for Veterans Commission, indicate branch and service in any U.S.
military organization (retired or active duty).

Branch of Military	<i>Field not completed.</i>
--------------------	-----------------------------

Officer	<i>Field not completed.</i>
---------	-----------------------------

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):	Long time Milpitas resident who wants to help my community in cases of emergency. Long time commission member. (Over 4 years)
--	---

Upload a File	<i>Field not completed.</i>
---------------	-----------------------------

Date	8/29/2024
------	-----------

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

Jeffrey Hogg

Name

Email not displaying correctly? [View it in your browser.](#)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Approve Project Plans, Award the Construction Contract to Corcus Construction, Inc.; and Approve a Budget Reappropriation for Fire Service Project for the Fire Station No. 1 Modular Building Replacement, Project No. 3465 (Staff: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	11/5/2024
Recommendation:	(1) Adopt a Resolution to approve project plans and specifications; (2) Award the construction contract to Corcus Construction, Inc. in the amount of \$99,700, (3) Authorize the City Manager to execute the construction contract with Corcus Construction, Inc., (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$20,000 for Fire Service Project for the Fire Station No. 1 Modular Building Replacement, Project No. 3465; and (5) Approve a budget reappropriation of \$120,000 from Fire Station No. 2 Replacement, Project No. 3447, to Fire Station No. 1 Modular Building Replacement, Project No. 3465.

BACKGROUND:

Fire Station No.1 Modular Building Replacement, Project No. 3465 (Project) is included in the FY 2025-2029 Adopted Capital Improvement Program. The Project provides for the design and replacement of an existing modular building (Building) at Main Fire Station No.1, located at 777 S. Main Street, that has exceeded its useful life. The existing modular Building was installed in the late 1990s to house the fire staff and operations during the construction of the new Fire Station No. 1. Following the completion of the station, the Building primarily has served as a venue for firefighting academies, various training courses, and additional office space during significant emergency events. As staff outgrew the Main Fire Station administration building, City Office of Emergency Management staff were relocated to the Building several years ago. In 2022, the then serving City Engineer deemed the Building to be unsafe to continue any functions due to its deteriorating condition and recommended its replacement.

On June 18, 2024, the City Council adopted a resolution to approve the Project conceptual design and a cooperative purchase agreement with Williams Scotsman, Inc., through a cooperative procurement contract solicited by Region 4 Educational Service Center, in an amount not-to-exceed \$818,894 with an approved construction contingency of \$100,000 for the purchase and installation of a new modular building.

In accordance with the 2022 California Building Code, the new building must be equipped with a fire sprinkler system, and a new fire service improvement (Fire Service Project) must be installed to support the system which was excluded from the cooperative purchase agreement as Williams Scotsman, Inc. does not perform such work. The Fire Service Project must occur prior to the installation of the Building which is anticipated for the summer of 2025. The work includes replacing the existing backflow preventer and fire hydrant, installing post indicator valves and approximately 200 feet of fire service lateral and restoration of the pavement.

The Engineer's Construction Estimate for the Fire Service Project is \$90,000. The Project Plan title sheet (**Attachment 2**) is included in the Council's agenda packet and the complete full-size set of plans and specifications are available electronically upon request to the City Engineer.

ANALYSIS:

The Fire Service Project was advertised on the City eProcurement system, OpenGov Procurement, and digital construction trade publications on September 6, 2024, and in the Milpitas Post on September 6 and 13, 2024, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act. The Fire Service Project was also posted at Milpitas City Hall, Sports Center, and Senior Center as per City Council direction and Government Code section 36933. The bid opening was held on October 8, 2024, and seven sealed bids were received, with base price ranging from \$45,866.33 to \$181,050.00. The apparent lowest bidder is Iconix Water Works (Iconix) submitting a base bid in the amount of \$45,866.33. The Summary of Bid Results is as follows and is included in the agenda (**Attachment 3**).

Bidder	Location	Bid
Engineer's Construction Estimate	-	\$90,000.00
Iconix Water Works	Santa Clara, CA	\$45,866.33
Corcus Construction, Inc.	San Francisco, CA	\$99,700.00
Frontline General Engineering Construction, Inc.	San Lorenzo, CA	\$112,332.14
GSW Construction, Inc.	San Francisco, CA	\$114,985.00
Golden Bay Construction, Inc.	Hayward, CA	\$132,717.00
Stephen Ciari Plumbing and Heating, Inc.	San José, CA	\$145,276.00
Galeb Paving, Inc.	Saratoga, CA	\$181,050.00

The bid price submitted ranged from 49% below to 100% over the Engineer's Construction Estimate. The wide variation is likely due to the current construction market which has been affected by economic inflation.

Staff has reviewed Iconix's bid package and determined it is non-responsive. Iconix failed to follow instructions to submit a bid on the proper bid schedule form and didn't provide forms as required per 00 41 43 – Bid Forms section of the project specifications. Staff informed Iconix in writing of their non-responsive bid on October 9, 2024 (**Attachment 4**).

Staff reviewed the bid proposal submitted by Corcus Construction, Inc., the lowest responsive bidder, and found their bid proposal to be responsive. Staff recommends awarding the construction contract in the amount of \$99,700 to Corcus Construction, Inc., the lowest responsible bidder submitting a responsive bid. No bid protests were filed with the City. There is insufficient budget to cover the cost of this necessary work due to escalating cost of the material and labor for the Building and fire service lateral, and required equipment necessary to maintain the Building as a venue for firefighting academies, various training courses, and City Office of Emergency Management. Fire Station No. 2 Replacement, Project No. 3447 will be closed with a remaining budget of \$120,000 at the end of this fiscal year as the project closeout is now complete. Staff recommends the City Council reappropriate this remaining amount to this Project to increase the budget from \$1,000,000 to \$1,120,000.

The construction contingency established for the Fire Service Project is \$20,000 to address any unforeseen conditions that arise during construction which is approximately 20% of the total contract value. As previously approved for the successful completion of recent projects with tight completion schedules, staff is requesting the use of the same change order policy used for previous projects (**Attachment 5**). This policy allows for a timely completion of the Fire Service Project, while addressing the need to respond swiftly to construction conditions and approve necessary change orders to limit potential claims or risks to the City. The change order authority will not be exceeded without prior City Council Approval.

POLICY ALTERNATIVES:

Alternative 1: Deny approval of Fire Service Project's plans and specifications, and not award the construction contract to Corcus Construction, Inc.

Pros: None.

Cons: Without the new fire service, the Fire Department would be unable to occupy the new building and continue the services or functions such as firefighting academies and various training courses, and a permanent location for the City Office of Emergency Management (OEM). The firefighting academies and training courses are temporarily on hold and the OEM is temporary located at the Police Department which impacts their office spaces.

Reason to not Recommended: The new fire service is essential to comply with the 2022 California Building Code, ensure safety of the Building occupants, and obtain necessary permits and approvals to occupy the building to continue pervious Fire Department services or functions at the module building.

FISCAL IMPACT:

There is insufficient budget in Project for the cost construction of the new fire service and requires the approval of a Budget Appropriation. Staff recommends to reappropriate \$120,000 from the General Government CIP Fund Funding Source in Fire Station No. 2 Replacement Project No. 3447 into Phase 7 (Improvement) for the Project. The following is a summary of the fiscal impact:

Summary of Estimated Remaining Expenditures

Fire Service Project Bid	\$ 99,700
Fire Service Project Construction Contingency	\$ 20,000
Modular Building Construction Contingency*	\$ 100,000
Administration and Inspection	\$ 50,000
TOTAL	\$ 269,700

*Council approved this budget on June 18, 2024.

Summary of the Remaining Project Budget with Approved Budget Appropriation

Available Project Budget as of October 21, 2024	\$ 158,853
Budget Reappropriation from Project No. 3447	\$ 120,000
TOTAL	\$ 278,853

Summary of Revised Project Budget

Approved Project Budget		Requested Budget Appropriation	Total Revised Project Budget
General Fund	\$228,514		\$228,514
General Gov't CIP Fund	\$750,000	\$120,000	\$870,000
Grants/Reimbursement/Developer Fees	\$21,486		\$21,486
Total	\$1,000,000	\$120,000	\$1,200,000

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

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

RECOMMENDATION:

- (1) Adopt a resolution to approve project plans and specifications.
- (2) Award the construction contract to Corcus Construction, Inc. in the amount of \$99,700.
- (3) Authorize the City Manager to execute the construction contract with Corcus Construction, Inc.
- (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$20,000 for Fire Service Project for the Fire Station No. 1 Modular Building Replacement, Project No. 3465.
- (5) Approve a budget reappropriation of \$120,000 from Fire Station No. 2 Replacement, Project No. 3447, to Fire Station No. 1 Modular Building Replacement, Project No. 3465.

ATTACHMENTS):

- (1) Resolution
- (2) Title Sheet and Location Map
- (3) Bid Summary
- (4) Iconix Non-Responsive Letter
- (5) Change Order Policy
- (6) Plans and Specifications
- (7) Construction Drawings

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING PROJECT PLANS & SPECIFICATIONS; AWARD THE CONSTRUCTION CONTRACT TO THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID, CORCUS CONSTRUCTION, INC., IN A TOTAL AMOUNT OF \$99,700; AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT WITH CORCUS CONSTRUCTION, INC., AUTHORIZE THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED \$20,000 FOR FIRE SERVICE PROJECT AS PART OF THE FIRE STATION NO. 1 MODULAR BUILDING REPLACEMENT, PROJECT NO. 3465; AND APPROVE A BUDGET REAPPROPRIATION OF \$120,000 FROM FIRE STATION NO. 2 REPLACEMENT PROJECT NO. 3447 TO FIRE STATION NO. 1 MODULAR BUILDING REPLACEMENT PROJECT NO. 3465.

WHEREAS, the Fire Station No. 1 Modular Building Replacement, City Project No. 3465 (“Project”) is in the adopted 2025-2029 Capital Improvement Program; and provides for the design and the replacement of the existing modular building; and

WHEREAS, the “Fire Service Project” will install a new fire service lateral to support the fire sprinkler system in the new modular building in accordance with 2022 California Building Code and the work includes replacing the existing backflow preventer and fire hydrant, installing post indicator valves and approximately 200 feet of fire service lateral and restoration of the pavement; and

WHEREAS, the “Fire Service Project” was advertised on City’s eProcurement system, OpenGov Procurement, and digital construction trade publication on September 6, 2024, and in the Milpitas Post on September 6 and 13, 2024, in accordance with the bidding requirement of the Uniform Public Construction Cost Accounting Act; and posted at Milpitas City Hall, Sports Center, and Senior Center as per City Council direction and Government Code section 36933; and

WHEREAS, the Engineer’s Estimate for the “Fire Service Project” is \$90,000; and

WHEREAS, on October 8, 2024, seven sealed bid proposals were received. The base bid pricing ranged from \$45,866.33 to \$181,050.00; and

WHEREAS, Iconix Water Works bid proposals were deemed non-responsive because the bid did not meet requirements set forth in the “Fire Service Project” bid documents and was informed in writing of their non-responsive bid on October 9, 2024; and

WHEREAS, the lowest responsible bidder submitting a responsive bid is Corcus Construction, Inc., in the bid amount of \$99,700; and

WHEREAS, staff recommends the City Council award a construction contract to Corcus Construction, Inc., the lowest responsible bidder submitting a responsive bid for the “Fire Service Project”, and authorize the City Manager to execute a contract for bid in the amount of \$99,700 in accordance with State law; and

WHEREAS, staff recommends the City Council authorize the Public Works Director to negotiate and execute change order(s) in an amount not to exceed \$20,000; twenty percent (20%) of the total contract

value, due to the Fire Service Project's tight completion schedule and staff's capability to respond swiftly to unanticipated construction conditions to limit potential claims or risk to the City; and

WHEREAS, a budget reappropriation of \$120,000 from the General Government CIP Fund in Fire Station No. 2 Replacement, Project No. 3447 into Project; and

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby approves the "Fire Service Project" Plans and Specifications.
3. The City Council hereby awards the construction contract to and authorizes the City Manager to execute the contract and related documents with the lowest responsible bidder submitting a responsive bid, Corcus Construction, Inc., in the amount of \$99,700 for the "Fire Service Project."
4. The Public Works Director is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$20,000 for the "Fire Service Project."
5. The City Council hereby approves the budget reappropriation of \$120,000 from the General Government CIP Fund in Fire Station No. 2 Replacement, Project No. 3447 into Project.

PASSED AND ADOPTED this _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta , City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

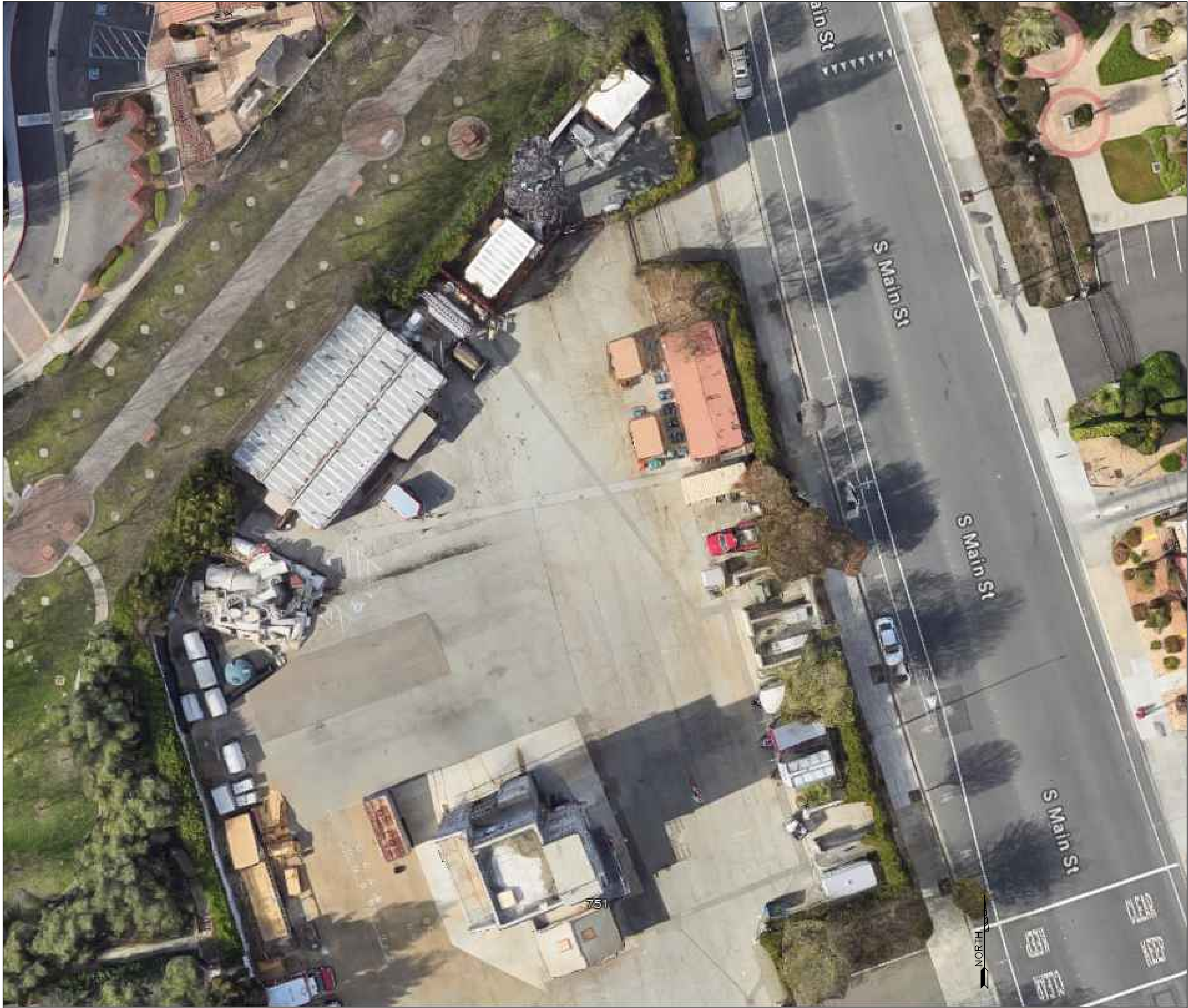
Michael Mutalipassi, City Attorney

CITY OF MILPITAS

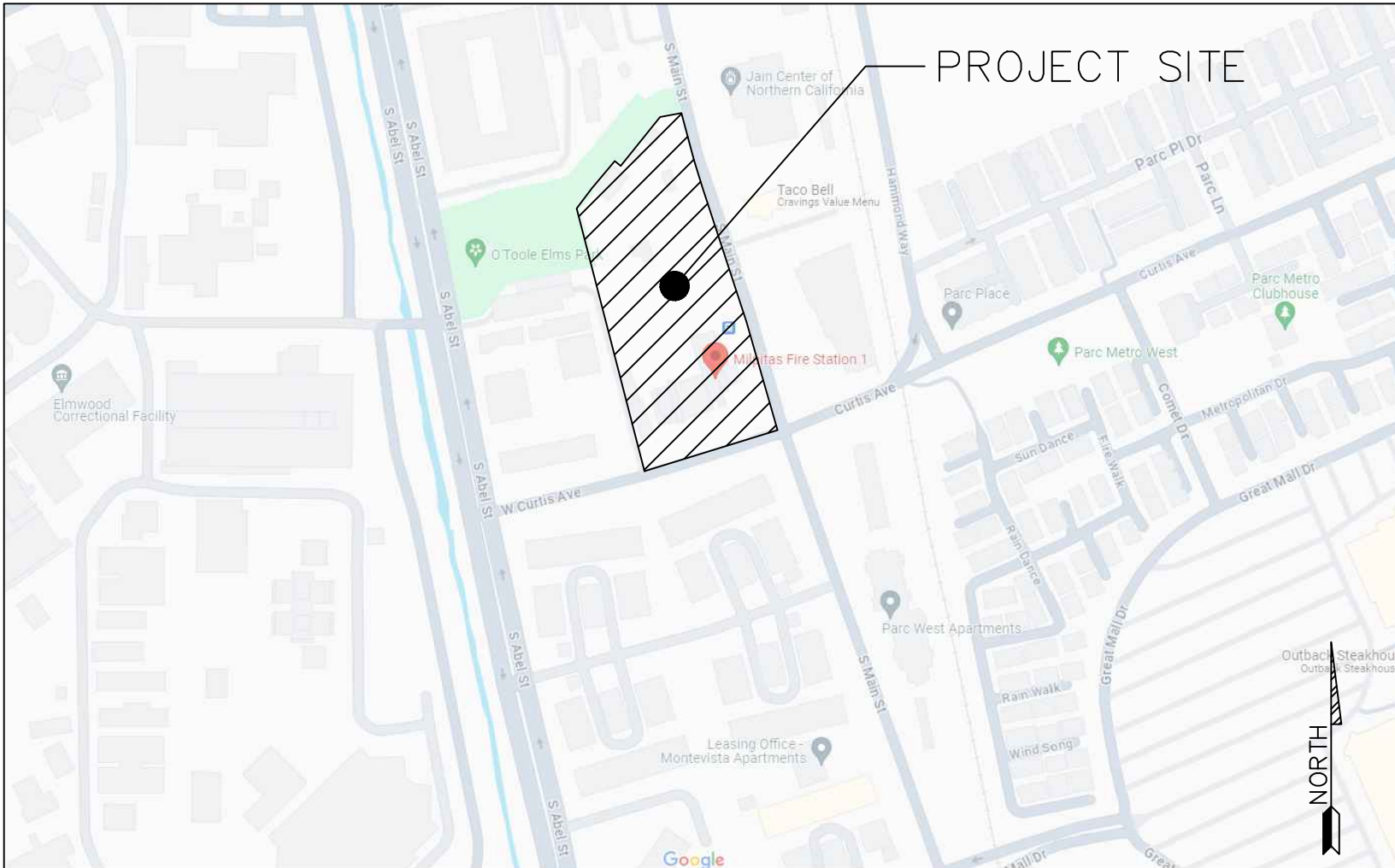
FIRE STATION NO. 1 FIRE SERVICE UPGRADE

PROJECT NO. 3465

777 SOUTH MAIN ST., MILPITAS, CA 95035



PROJECT SITE



Vicinity Map

PROJECT SCOPE

THE PROJECT SCOPE INCLUDES, BUT NOT LIMITED TO, DEMOLITION, TRENCHING, BACKFLOW PREVENTER UPGRADE, INSTALLATION OF APPROXIMATELY 200' OF FIRE SERVICE LATERAL AND POST INDICATOR VALVES (PIVs), REPLACEMENT OF EXISTING FIRE HYDRANT, AND PAVEMENT RESTORATION.

SHEET INDEX

DWG NO.	SHEET TITLE
C-1.0	TITLE SHEET
C-1.1	GENERAL NOTES
C-2.0	DEMOLITION PLAN
C-3.0	IMPROVEMENTS PLAN
C-4.0	DETAILS 1
C-4.1	DETAILS 2
C-5.0	CONSTRUCTION BEST MANAGEMENT PRACTICE

CODE SUMMARY

APPLICABLE CODES
2023 MILPITAS MUNICIPAL CODE (MMC)
2022 CALIFORNIA FIRE CODE

NFPA 13, STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS, 2022 EDITION
NFPA 24, STANDARD FOR THE INSTALLATION OF PRIVATE SERVICE MAINS AND THEIR APPURTENANCES, 2019 EDITION

Designer Stamp:	Record Drawings	Drawn By: _____ Date: _____ Checked By: _____ Date: _____ Designed By: _____ Date: _____	Revisions					CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO.
	Designer: _____ Date: _____		Num.	Description	Engr. Aprv.	Date		FIRE STATION NO. 1 FIRE SERVICE UPGRADE		Rec. Dwg No.
	Public Works Inspector: _____ Date: _____							PROJECT NO. CP3465		2-####
	Utility/Facility Dept. Head: _____ Date: _____							TITLE SHEET		C-1.0
	Project Engineer: _____ Date: _____									SCALE:
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____								RECOMMENDED FOR BIDDING BY: _____ DATE: _____ Lyhak Eam, P.E., Acting Public Works Division Manager – Engineering	RECOMMENDED FOR BIDDING BY: _____ DATE: _____ Michael Silveira, P.E., City Engineer	SHEET 1 OF 7



CITY OF MILPITAS
ENGINEERING DIVISION
BID SUMMARY

Project Name: Fire Station No. 1 Fire Service Upgrade
Project No.: 3465, 7100
Bid Date: 10/08/2024

Item	DESCRIPTION	Engineer's Estimate	Apparent Low Bidder		Lowest responsive bidder				
			Iconix Water Works	Corcus Construction	Frontline General Engineering Construction, Inc.	GSW Construction, Inc.	Golden Bay Construction, Inc.	Stephen Ciari Plumbing and Heating, Inc.	Galeb Paving, Inc.
1	Mobilization/Demobilization (Max 5%)	\$3,925.00		\$4,000.00	\$5,870.29	\$5,230.00	\$6,367.00	\$5,000.00	\$7,000.00
2	Demolition	\$3,925.00		\$500.00	\$23,437.58	\$7,180.00	\$4,500.00	\$3,750.00	\$47,425.00
3	Installation of 4" fire service lateral	\$30,000.00		\$37,500.00	\$24,685.50	\$32,400.00	\$37,500.00	\$53,286.00	\$34,500.00
4	Installation of 6" & 8" fire service lateral	\$12,500.00		\$12,500.00	\$14,566.50	\$15,700.00	\$17,850.00	\$21,100.00	\$16,075.00
5	Installation of 8" Reduced Pressure Backflow Preventer	\$15,000.00		\$19,600.00	\$0.00	\$25,545.00	\$28,000.00	\$22,765.00	\$33,025.00
6	Installation of Post Indicator Valve	\$4,000.00		\$8,400.00	\$14,351.18	\$9,000.00	\$9,500.00	\$10,000.00	\$16,070.00
7	Installation of Fire Hydrant	\$2,000.00		\$11,200.00	\$15,526.96	\$14,160.00	\$17,000.00	\$9,500.00	\$16,290.00
8	Pavement Restoration	\$15,000.00		\$6,000.00	\$13,894.13	\$5,770.00	\$12,000.00	\$19,875.00	\$10,665.00
	BASE CONTRACT WORK	\$86,350.00	\$45,866.33	\$99,700.00	\$112,332.14	\$114,985.00	\$132,717.00	\$145,276.00	\$181,050.00

List of Sub-Contractors							
Description	Iconix Water Works	Corcus Construction	Frontline General Engineering Construction, Inc.	GSW Construction, Inc.	Golden Bay Construction, Inc.	Stephen Ciari Plumbing and Heating, Inc.	Galeb Paving, Inc.
Concrete Sawcut						Break Away Concrete Cutting, Inc.	
Excavation						Acumen CM	



CITY OF MILPITAS

455 E. Calaveras Blvd., Milpitas, CA 95035

www.milpitas.gov

Superior Customer Service • Open Communication • Integrity and Accountability • Trust and Respect • Recognition and Celebration

Via Certified U.S. Mail and E-mail

Iconix Water Works
c/o Phil Vriethoff
3750 Bassett Street
Santa Clara, CA 95054-2004
pvriethoff@iconixww.com

Re: Notice to Disqualify Bid Submitted by Iconix Water Works, the Apparent Lowest Bidder For Fire Station No. 1 Fire Service Upgrade, Project No. 3465

Dear Mr. Vriethoff,

On October 8, 2024, the City of Milpitas ("City") conducted a bid opening for Fire Station No. 1 Fire Service Upgrade Project no. 3465. Iconix Water Works (Iconix) was the apparent lowest bidder. However, based on staff's evaluation, it was deemed Iconix's bid to be non-responsive for the reasons as specified below.

1. Failure to follow Instructions to Bidders and use proper Bid Forms.
2. Failure to follow and utilize provided Bid Schedule for bid submission.
3. Failure to provide any Bidder Information and Experience, Signed Contract Forms, Bid Bonds, and Addendum Acknowledgement

As Iconix is non-responsive, staff intends to award the Project contract to the lowest responsive and responsible bidder, Corcus Construction, Inc. at the November 5, 2024, City Council Meeting. The City thanks you for your interest in the Project.

Please feel free to reach out Tony Cao, Associate Civil Engineer, at 408-586-3321 or email at hcao@milpitas.gov if you have any questions.

Sincerely,

Lyhak Eam, P.E.
Public Works Division Manager – Engineering

Attachment 5

Construction Change Order Policy for Fire Service Project as part of the Fire Station No. 1 Modular Building Replacement, Project No. 3465

2021 City Council Approved Construction Change Order Policy

Construction Award <u>Award Amount</u>	Individual Administrative <u>Change Order Authority</u>	Cumulative <u>Change Order Authority</u>
Less than \$100,000	\$10,000	\$15,000
Over \$100,000	10% of Award or \$20,000 whichever is less	15% of Award or \$40,000 whichever is smaller

Fire Service Project as part of the Fire Station No. 1 Modular Building Replacement Project Change Order Policy

Construction Award <u>Award Amount</u>	Individual Administrative <u>Change Order Authority</u>	Cumulative <u>Change Order Authority</u>
\$99,700	N/A	\$20,000



CITY OF MILPITAS
MILPITAS, CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
FIRE STATION NO. 1 FIRE SERVICE UPGRADE
PROJECT NO. 3465 & 7100

Recommended for Bidding: *Lyhak Eam*
Lyhak Eam, P.E., Acting Public Works Division Manager

Approved for Bidding: *Michael Silveira*
Michael Silveira, P.E., City Engineer

Bid Set – October 2024

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00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Milpitas ("City") invites and will receive sealed Bids up to but not later than **2:00 p.m. on, Tuesday, October 8, 2024** at City of Milpitas City Hall, 1st floor, Information Service Counter, 455 E. Calaveras Boulevard, Milpitas, California 95035, for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for **Fire Station No. 1 Fire Service Upgrade Project No. 3465 & 7100** (the "Project"). At said time, Bids will be publicly opened and read aloud at the City Office. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

Bids must be submitted on the City's Bid Forms. Bidders may obtain a copy of the Contract Documents from OpenGov Procurement (<https://procurement.opengov.com/portal/milpitas-ca>). To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

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

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

A **MANDATORY** Pre-Bid Conference is scheduled for **Thursday, September 19, 2024 at 10:00 am and Tuesday, September 24, 2024 at 10:00 am at Milpitas Fire Station No. 1 (777 S Main St, Milpitas, CA 95035)** to review the Project's existing conditions. Representatives of the City and consulting engineers, if any, will be present. Bidders need only to attend one Pre-Bid Conference. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and issued as an Addendum. Bids will not be accepted from any bidder who did not attend one of the mandatory Pre-Bid Conferences. Questions from prospective bidders shall be submitted in writing to the City no later than **2:00 p.m. on Friday, September 27, 2024**. Bids will not be accepted from any bidder who did not attend the mandatory Pre-Bid Conference.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company

that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

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

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

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

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

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

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: **Class A or C-34 or C-36 from the Contractor's State License Board**. The Engineer's Estimate for the Fire Station No. 1 Fire Service Upgrade project base bid item is between **\$70,000 and \$90,000**.

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

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

For further information, contact **Tony Cao, P.E., Associate Civil Engineer**, at hcao@milpitas.gov or call at (408) 586-3321 (Office) or (408) 690-7121 (Cell).

END OF NOTICE INVITING BIDS

00 21 13 – INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from <https://procurement.opengov.com/portal/milpitas-ca> as specified in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

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

Addenda, if any, issued during the bid period will be posted on <https://procurement.opengov.com/portal/milpitas-ca>. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

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

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

3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

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

4. INSPECTION OF SITE; PRE-BID CONFERENCE

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

5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the City shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide City a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Any Addenda will be posted on <https://procurement.opengov.com/portal/milpitas-ca>. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact **Tony Cao, P.E., Associate Civil Engineer, at City of Milpitas City Hall, 455 E. Calaveras Boulevard, Milpitas, CA 95035 or (408) 586-3321** to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED.** Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

9. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

The successful bidder will be required to self-perform at least 50% of the work.

10. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

11. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to City of Milpitas; or (c) a Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to City of Milpitas as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and City may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the City. City will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

12. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 *et seq.*, the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

13. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

15. WAGE THEFT CERTIFICATION

Bidders on public works contracts are required to submit a certification disclosing whether the Bidder or any of its proposed subcontractors has been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline.

16. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The City reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

17. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City the following certificate prior to performing the work under this Contract:

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

The form of such Workers' Compensation Certificate is included as part of this document.

18. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

19. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed

envelope, addressed and delivered or mailed, postage prepaid, to the City Clerk before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the City as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of _____ (Bidder's Name) _____
for the FIRE STATION NO. 1 FIRE SERVICE UPGRADE**

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City may reject any bid not strictly complying with City's designated methods for delivery.

20. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

- A. The name and business location of the bidder.
- B. The nature and amount of the bid security furnished by bidder.
- C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The City may, in its sole discretion, elect to postpone the opening of the submitted Bids. The City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

21. WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to City within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the City.

22. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

23. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The City will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

24. PREVAILING WAGES

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the City or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

26. INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of City, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted

to City within ten (10) working days from the date the City provides the successful bidder with the Notice of Award.

28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

29. FILING OF BID PROTESTS

Bidders may file a “protest” of a Bid with the City of Milpitas City Engineer. In order for a Bidder’s protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Specify in detail the grounds for protest and the facts supporting the protest; and
- D. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the City may reject the protest without further review.

If the protest is timely and complies with the above requirements, the City Engineer, or other designated City staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The City Engineer will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

30. BASIS OF AWARD; BALANCED BID

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Base Bid alone unless otherwise set forth in the Notice Inviting Bids.

The City may reject any Bid which, in its opinion when compared to other Bids received or to the City’s internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

31. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3)

the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have fourteen (14) calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty-one (21) calendar days from the date of the Notice of Award. Once the City receives all of the properly drafted and executed documents, certifications from the Bidder, and any other documents as maybe specified in the Contract Documents, the City shall issue a Notice to Proceed to that Bidder.

32. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

00 41 43 – BID FORMS

1.1 Bid Acknowledgement.

NAME OF BIDDER: _____

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

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

FIRE STATION NO. 1 FIRE SERVICE UPGRADE, PROJECT NO. 3465 & 7100

- A We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Contract Documents for the Total Bid Price indicated herein.
- B The undersigned agrees that this Bid constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.
- C The undersigned has by careful examination of the Contract Documents and any addenda thereto, and by examination of the actual Site conditions, satisfied itself as to the nature and location of all Work, the plans and specifications, and the general and local conditions to be encountered in the performance of any Work, the requirements of the Contract and all other matters which can in any way affect the Work or the cost thereof.
- D The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

List Addenda No's. _____
- E Attached hereto and by this reference incorporated herein and made a part of this Bid are the following forms which have been completed and executed by undersigned Bidder:
 - 1. Designation of Subcontractors form.
 - 2. Bidder Information and Experience form.
 - 3. Noncollusion Declaration form.
 - 4. Iran Contracting Act Certification form.
 - 5. Public Works Contractor Registration Certification form.
 - 6. Attached is the completed Wage Theft Certification form.

7. Contractor's Certificate Regarding Workers' Compensation form.
8. Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
- F If awarded a contract, the undersigned hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within fourteen (14) days after the City provides the successful bidder with the Notice of Award.
- G Upon receipt of the signed contract and other required documents, the contract will be executed by the City, after which the City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.
- H Bidder is an individual _____, or corporation _____, or partnership _____, organized under the laws of the State of _____.
- I Bidder represents and confirms that license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

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

(SIGNATURES CONTINUED ON NEXT PAGE)

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

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

(Bidder's Name – Print or Type)

(Corporate Seal)

(Name and Title)

(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

1.2 BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	TOTAL ITEM PRICE
1.	Mobilization (Max 5%)	LS	1		
2.	Demolition	LS	1		
3.	Installation of 4" fire service lateral	LF	150		
4.	Installation of 6" & 8" fire service lateral	LF	50		
5.	Installation of 8" Double Check Valve Backflow Preventer	EA	1		
6.	Installation of Post Indicator Valves	EA	2		
7.	Installation of Fire Hydrant	EA	1		
8.	Pavement Restoration	LS	1		
TOTAL BASE BID PRICE					

Bidders must provide pricing for every bid item. The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Total Item Price set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Price" column, then the amount set forth in the "Item Price" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

1.3 List of Subcontractors

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

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

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of the Work

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of the Work

(Attach additional sheets if necessary)

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

1.4 Bidder Information and Experience Form

A. INFORMATION ABOUT BIDDER

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

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

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

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

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

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

6.1. Date of Incorporation: _____

6.2. State of Incorporation: _____

6.3. President's Name: _____

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

6.5. Secretary's Name: _____

6.6. Treasurer's Name: _____

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

7.1. Date of Organization: _____

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

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

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

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

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

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

13.0 List Trade References:

14.0 List Bank References (Bank and Branch Address):

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

B. LIST OF CURRENT PROJECTS (BACKLOG)

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

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

C. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

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

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

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

2. Summarize each person's specialized education:

3. List each person's years of construction experience relevant to the project:

4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Changes Occurring Since Prequalification

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder_____

Signature_____

Name_____

Title_____

Date_____

1.5 Non-Collusion Declaration

The undersigned declares:

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

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

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

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

Name of Bidder _____

Signature _____

Name _____

Title _____

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

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

- ☐ The Contractor is not:
- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

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

1.7 Public Works Contractor Registration Certification

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

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

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

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

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

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

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

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

1.8 Wage Theft Certification

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

- ☐ Neither the Bidder nor any of its subcontractors have been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline.
- ☐ The Bidder or its subcontractors have been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline. For each violation, the Bidder shall provide a copy of (i) the final court order and/or final administrative decision/action; and (ii) documents demonstrating either that the order/decision/action has been fully satisfied, or if the order/decision/action has not been fully satisfied, documents evidencing a payment or other alternative plan approved by the court/government agency to satisfy the order/decision/action and proof that the Bidder or its subcontractors are in compliance with that plan as of the bid submission deadline.
- ☐ The City has exempted the Bidder from the requirements of the City of Milpitas Wage Theft Procurement Policy.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

1.9 Contractor's Certificate Regarding Workers' Compensation.

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

Name of Bidder_____

Signature_____

Name_____

Title_____

Dated _____

1.10 Bid Bond

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for **FIRE STATION NO. 1 FIRE SERVICE UPGRADE**, Project No. 3465 & 7100.

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

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

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

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

(Corporate Seal)

Contractor/Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

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

Date of Document

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

Signer(s) Other Than Named Above

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

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

END OF BID BOND

00 52 13 – CONTRACT

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

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

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

FIRE STATION NO. 1 FIRE SERVICE UPGRADE, PROJECT NO. 3465 & 7100

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

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **90 CALENDAR DAYS** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

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

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

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

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form

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

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

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

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

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

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

i. **WAGE THEFT PREVENTION.**

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

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

NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS CONTRACT.

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF MILIPITAS

[INSERT NAME OF CONTRACTOR]

By _____
[INSERT NAME]
[INSERT TITLE]

By: _____

Its: _____

Printed
Name: _____

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

APPROVED AS TO FORM:

By: _____
City Attorney

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

00 61 13 – BOND FORMS

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal)

Contractor/Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

(The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

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

Date of Document

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

Signer(s) Other Than Named Above

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

Notary Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

END OF PERFORMANCE BOND

1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

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

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

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

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

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

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

this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

Notary Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF _____

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

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

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Signature of Notary Public

OPTIONAL

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

END OF PAYMENT BOND

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00 72 13 – GENERAL CONDITIONS

ARTICLE 1 DEFINED TERMS

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

- A. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.
- B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
- C. Additional Work -- New or unforeseen work will be classified as “Additional Work” when the City’s Representative determines that it is not covered by the Contract.
- D. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- E. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
- F. Bidder -- The individual or entity who submits a Bid directly to the City.
- G. Caltrans Standard Specifications - Standard Specifications of the State of California, Department of Transportation, 2023 Edition. Any reference therein to a State agency or officer shall be interpreted as if the corresponding City office or agent acting under this contract were so specified.
- H. Caltrans Standard Plans - Standard plans of the State of California, Department of Transportation, 2023 Edition. All metric measurements or quantities in the Caltrans Standard Plans shall be disregarded, and equivalent United States measures used.
- I. Change Order (“CO”) -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
- J. Change Order Request (“COR”) -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal (“COP”), or Request for Change (“RFC”).
- K. City -- The City of Milpitas.

- L. City Council, Council -- The City Council of the City.
- M. City's Representative -- The individual or entity as identified in the Special Conditions to act as the City's Representative.
- N. Claim -- A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- O. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.
- P. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.
- Q. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.
- R. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.
- S. Contractor -- The individual or entity with which the City has contracted for performance of the Work.
- T. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified in Section 00 72 13, Article 3 and shall not be changed without prior written consent of the City.
- U. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the City's unreasonable delay to the Project that was not contemplated by the parties.
- V. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
- W. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
- X. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

- Y. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- Z. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
- AA. Engineer, whenever not qualified, shall mean the City Engineer or its designee, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the City Council, shall be binding and final upon both parties.
- BB. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the City.
- CC. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.
- DD. Holiday -- The Holidays are defined as legal Federal, State, and City holidays including:

New Year's Day - January 1
Martin Luther King Jr.'s Birthday -- Third Monday in January
Lincoln's Birthday -- February 12
President's Day -- Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve -- December 24
Christmas Day - December 25

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

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

- FF. Notice of Completion -- The form which may be executed by the City and recorded by the county where the Project is located constituting final acceptance of the Project.
- GG. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.
- HH. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- II. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- JJ. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
- KK. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- LL. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- MM. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.
- NN. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.
- OO. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.
- PP. Successful Bidder -- The Bidder submitting a responsive Bid to whom the City makes an award.
- QQ. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
- RR. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

- SS. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.
- TT. Warranty -- A written guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.
- UU. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

- A. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- B. **Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

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

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

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

- C. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.
- D. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3 PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

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

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

ARTICLE 4 CONTRACT DOCUMENTS: COPIES & MAINTENANCE

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

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

ARTICLE 5 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

- A. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- B. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

- C. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.
- D. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 6 EXISTENCE OF UTILITIES AT THE WORK SITE

- A. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- B. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities may not be shown on the Plans. Any connections shown on the Plans are general locations. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- C. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.
- D. Notwithstanding the above, pursuant to section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the City shall assume the responsibility for their timely removal, relocation, or protection.
- E. Contractor, except in an emergency, shall contact the appropriate regional notification center (USA North), Northern California Underground Service Alert at 811 or 1-800-227-2600 or on-line at usanorth811.org at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification

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

ARTICLE 7 SOILS INVESTIGATIONS

- A. Reports and Drawings. The Special Conditions identify:
1. those reports known to the City of explorations and tests of subsurface conditions at or contiguous to the site; and
 2. those drawings known to the City of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the “technical data” and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such “technical data,” Contractor may not rely upon or make any claim against the City, City’s Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

ARTICLE 8 CONTRACTOR’S SUPERVISION

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

ARTICLE 9 WORKERS

- A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- B. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

ARTICLE 10 INDEPENDENT CONTRACTORS

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

ARTICLE 11 SUBCONTRACTS

- A. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.
- B. The City reserves the right to accept all subcontractors. The City's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- C. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 12 VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

ARTICLE 13 REQUESTS FOR SUBSTITUTION

- A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.
- B. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

- C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.
- D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than 15 (15) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the City, the Contractor shall provide the material, method or service specified herein. The City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.
- E. Substantiating data as described above shall include, at a minimum, the following information:
1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.
 2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.
 3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.
 4. Information detailing the durability and lifecycle costs of the proposed substitution.
- F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.
- G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.

- H. The Contractor shall bear the costs of all City work associated with the review of substitution requests.
- I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 14 SHOP DRAWINGS

- A. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.
- B. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 15 SUBMITTALS

- A. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- B. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- C. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 16 MATERIALS

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

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

- B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- D. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.
- E. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.
- F. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to do so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.
- G. The City shall provide compensation for actual quantities of materials installed in accordance with the Contract Documents and at the price set forth in the Contractor's bid and/or executed change order. The City is not obligated to pay for materials stored on/off site but not yet installed in accordance with the Contract Documents.

ARTICLE 17 PERMITS AND LICENSES

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

ARTICLE 18 TRENCHES

- A. **Trenches Five Feet or More in Depth.** Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.
- B. **Excavations Deeper than Four Feet.** If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:
1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

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

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

ARTICLE 19 DIVERSION OF RECYCLABLE WASTE MATERIALS

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

ARTICLE 20 REMOVAL OF HAZARDOUS MATERIALS

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

ARTICLE 21 SANITARY FACILITIES

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

ARTICLE 22 AIR POLLUTION CONTROL

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

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

ARTICLE 23 LAYOUT AND FIELD ENGINEERING

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

ARTICLE 24 TESTS AND INSPECTIONS

- A. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- B. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- C. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- D. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- E. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- F. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 25 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

ARTICLE 26 CONTRACTOR'S MEANS AND METHODS

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

ARTICLE 27 AUTHORIZED REPRESENTATIVES

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

ARTICLE 28 HOURS OF WORK

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

- B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- C. The Contractor shall pay to the City a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City. Contractor shall also timely notify the City when work will be performed outside regular working hours or on weekends or holidays.
- E. City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.
- F. Refer to the most current version of the City of Milpitas Noise Abatement Ordinance, Ord. 196.6 of the Municipal Code Section V-213. It shall be unlawful for any person to engage or permit to engage in construction of any building or related road or walkway, pool, or landscape improvement or in the construction operations related thereto including to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 7:00 p.m., Monday through Sunday, unless otherwise approved by the City:
 - 1. Powered Vehicles
 - 2. Construction Equipment
 - 3. Loading and Unloading Vehicles
 - 4. Domestic Power Tools

ARTICLE 29 PAYROLL RECORDS; LABOR COMPLIANCE

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

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

- B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- C. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.
- D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:
 - 1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
- E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.
- G. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is

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

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

ARTICLE 30 PREVAILING RATES OF WAGES

- A. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the City's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.
- B. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
- C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 31 PUBLIC WORKS CONTRACTOR REGISTRATION

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

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

ARTICLE 32 EMPLOYMENT OF APPRENTICES

- A. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.
- B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- C. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.
- D. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 33 NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

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

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

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 34 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

ARTICLE 35 LABOR/EMPLOYMENT SAFETY

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the City prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the City Standards. Contractor shall adhere to the City's lock out tag out program.

ARTICLE 36 INSURANCE

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish City with original certificates of insurance and endorsements effective coverage required

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

- A. **Additional Insureds; Waiver of Subrogation.** The City, its elected and appointed officials, officers, attorneys, agents employees and volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.
- B. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.
- C. **Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.
- D. **Commercial General Liability Insurance.** Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The

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

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.
2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

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

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

F. Builder's Risk ["All Risk"] – NOT APPLICABLE

1. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility for the Work until the Work is formally accepted by the City. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.
2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and City, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by City.
3. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to City to ensure adequacy and sublimit.
4. In addition, the policy shall meet the following requirements:
 - a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - b. Coverage shall include all materials stored on site and in transit.
 - c. Coverage shall include Contractor's tools and equipment.
 - d. Insurance shall include boiler, machinery and material hoist coverage.

G. Contractor's Pollution Liability Coverage – NOT APPLICABLE

Contractor shall provide pollution liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

ARTICLE 37 FORM AND PROOF OF CARRIAGE OF INSURANCE

- A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
- B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, agents, employees, and volunteers.
- C. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- D. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- E. City reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- F. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

ARTICLE 38 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within **ten (10) Days** of the date stated in the City's Notice to Proceed and shall be completed by Contractor specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed as determined by the City. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- B. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. The Contractor shall implement measures and make contingencies as may be required to protect the Work and to all allow Work to proceed during wet or inclement weather to prevent delay or stoppage.

Extension of Time Due to Weather Delays: The City and Contractor mutually agree that excusable delay events associated with the occurrence of inclement weather will be based only on conditions that were not foreseeable at the time the Contract was entered into. The Contractor's construction schedule shall include an allowance for the following schedule of expected weather delay days. If the Contractor encounters fewer inclement weather days per month or in total than shown below, then the City has the right to use the unencountered balance of days as an offset against any other claims for excusable delays or Owner-caused

delays. Actual inclement weather days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. All Contractor claims for excusable delay due to excessive inclement weather shall be for critical path work only and must be supported by a Time Impact Analysis as described in Article 42. No additional compensation will be granted for an excusable delay.

Month	Calendar Days
January	6
February	6
March	7
April	4
May	3
June	1
July	0
August	1
September	2
October	2
November	3
December	5
Total Annual Inclement Weather Days	40

- C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- D. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 39 SCHEDULE OF VALUES, COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

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

- B. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- C. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- D. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.
- E. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

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

ARTICLE 40 PROGRESS ESTIMATES AND PAYMENT

- A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.
- B. The Contractor shall provide an updated project schedule with each payment request.
- C. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
 - 1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
 - 2. Defective work not remedied.
 - 3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.
 5. Damage to another contractor or a third party.
 6. Amounts which may be due the City for claims against Contractor.
 7. Failure of Contractor to keep the record ("as-built") drawings up to date.
 8. Failure to provide update on construction schedule as required herein.
 9. Site cleanup.
 10. Failure to comply with Contract Documents.
 11. Liquidated damages.
 12. Legally permitted penalties.
- D. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.
- E. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.
- F. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

ARTICLE 41 SECURITIES FOR MONEY WITHHELD

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be

deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

ARTICLE 42 CHANGES AND EXTRA WORK.

A. Contract Change Orders.

1. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
2. Contractor shall promptly execute changes in the Work as directed in writing by the City even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation shall be presented in writing. No claim will be considered after the Work in question has been completed unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.
3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.
4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.
5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.
6. Contractor shall make available to the City any of the Contractor's documents related to the Project immediately upon request of the City, as set forth in Article 52.
7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

B. Contract Price Change.

1. Process for Determining Adjustments in Contract Price.

- a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the City, unless the City requests that proposals be submitted in less than seven (7) Days.
- b. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- c. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.
- d. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City, including but not limited to estimates and quotations from subcontractors or material suppliers, as the City may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.
- e. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the City's estimate. If the change is issued based on the City's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.

2. Unit Price Change Orders.

- a. When the actual quantity of a Unit Price item is found to vary from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents. Contractor shall immediately inform the Engineer when the actual quantities vary from estimated quantities.
- b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.

- c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.
 - d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in City's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.
3. Lump Sum Change Orders. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be segregated as follows:
- a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - b. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the City shall determine the materials cost, at its sole discretion.
 - c. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of \$1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.
4. Time and Materials Change Orders.
- a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for

labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.

b. Timely and Final Documentation.

- i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's Representative for an approval signature **each day** Additional Work is performed. Failure to get the City's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The City's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of City's agreement to Contractor's entitlement to the cost.
- ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.
- iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of City approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.

- c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.
- i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.
- ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.
- d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.
- i. Trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by Contractor.
- ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the City's Representative.
- iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.
- iv. If, in the opinion of the City's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the

cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.

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

e. Equipment.

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

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

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

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

- (ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

- ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through

direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the City's Representative. Contractor may furnish cost data which might assist the City's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

- (a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.
- (b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then City shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the City that the equipment could be actively used on another project.
 - (i) All equipment shall, in the opinion of the City's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.
 - (ii) Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.
 - (iii) Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

- f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.
 - i. Invoices for Special Services. When the City's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the City's Representative.
 - ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.
 - iii. When the City determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.
- g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.
 - i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;
 - ii. Office Expenses. Expenses of Contractor's principal and branch offices;
 - iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

- iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
 - v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;
 - vi. Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor;
 - vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
 - viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;
 - ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay*, *Allegheny*, burden fluctuation, or other similar methods;
 - x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
- h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
- i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide City with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as City may reasonably request.
 - ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.

- iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.
 - iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
 - v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.
- 5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.
- 6. For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors
- 7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed record of the cost to the Contractor, signed by such vendor or supplier.
- 8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.
10. If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a Change Order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the City may require.

C. Change of Contract Times.

1. The Contract Times may only be changed by a Change Order.
2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.
3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless City's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.
4. City may elect, at City's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.
5. Use of Float and Critical Path.
 - a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the City or the Contractor.
 - b. Contractor shall not be entitled to compensation, and City will not compensate Contractor, for delays which impact early completion.

Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.

6. Contractor's entitlement to an extension of the Contract Times is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the City-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.
 - a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
 - b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by the City), Acts of God, acts or failures to act of utility owners not under the control of City, or other causes not the fault of and beyond control of City and Contractor, then Contractor shall be entitled to a time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.
 - c. Utility-Related Delays.
 - i. Contractor shall immediately notify in writing the utility owner and City's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.
 - ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.
7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:
 - a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is

entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.

- b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

- a. City's liability to Contractor for delays for which City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.
- b. City and City's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices City's and City's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

10. Contractor's submission of daily construction reports and schedule updates in accordance with these Contract Documents is required for the evaluation of the merits of time extension request. Failure of the Contractor to submit daily construction reports and schedule updates shall constitute a waiver of its right to seek a time extension or additional compensation.

ARTICLE 43 FINAL ACCEPTANCE AND PAYMENT

- A. Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- B. Final Acceptance. After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as-builts), and other documents required by the Contract Documents, the City shall execute and file with the County in which the Project is located a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.
- C. Final Payment.
 - 1. Application for Payment. Upon execution of the Notice of Completion, Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied (except as previously delivered) by: all documentation called for in the Contract Documents, including but not limited to a fully completed Conditional Waiver and Release on Final Payment
 - 2. City's Review of Application and Acceptance. If, on the basis of the City's observation of the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the City is satisfied that the Work has been completed and Contractor has satisfied all other requirements for final payment, the City will process the final payment application. Otherwise, the City will return the payment application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the application for payment.
 - 3. Payment Becomes Due. Within sixty (60) Days after the presentation to the City of the proper and complete final application for payment and accompanying documentation, the amount recommended by the Engineer, less any sum the City is entitled to set off pursuant to the Contract Documents, will become due and will be paid by the City to Contractor.
- D. Waiver of Claims. The making and acceptance of final payment will constitute a waiver of all Claims by Contractor against the City other than those previously made in accordance with the requirements herein and expressly acknowledged by the City in writing as still unsettled.

ARTICLE 44 OCCUPANCY

The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 45 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, officials, officers, agents, employees, and representatives, and each of them from and against:

- A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.
- B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
- C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.
- D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the City Council's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the

City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

ARTICLE 46 PROCEDURE FOR RESOLVING DISPUTES

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 42, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

- A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.
- B. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 42 "Changes and Extra Work" has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 42, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
- C. **Supporting Documentation.** The Contractor shall submit all claims in the following format:
 - 1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
 - 2. List of documents relating to claim:

Specifications

Drawings

Clarifications (Requests for Information)

Schedules

Other

3. Chronology of events and correspondence
4. Analysis of claim merit
5. Analysis of claim cost
6. Time Impact Analysis in CPM format

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

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
2. Within 30 Days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

- F. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
 4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- G. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- H. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator,

shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- I. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**
- J. **Non-Waiver.** The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

ARTICLE 47 CITY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Cause by the City:

1. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its Surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and

a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

2. In the event that the City serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the City written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the City's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the City's service of said notice upon Surety; then the City may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.
3. In the event that the City elects to obtain an alternative performance of the Contract as specified above: (1) the City may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the City in the event of such suspension is hereby created against any property of Contractor taken into the possession of the City under the terms hereof and such lien may be enforced by sale of such property under the direction of the City Council without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the City against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the City for any cost or other damage to the City necessitated by the City securing an alternate performance pursuant to this Article.

B. Termination for Convenience by the City:

1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the City determines that a termination is in the City's interest.
2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the Effective Date of such termination.
3. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
 - a. Stop Work as specified in the Notice.

- b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
 - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
 - f. Submit to the City's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."
- 4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.
 - 5. In the event that the City exercises its right to terminate this Contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:
 - a. All actual reimbursable costs incurred according to the provisions of this Contract.
 - b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the City's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.

- c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.
- C. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

ARTICLE 48 WARRANTY AND GUARANTEE OF WORK

- A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.
- B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.
- C. In addition to the warranty set forth in this Article, Contractor shall obtain for City all warranties that would be given in normal commercial practice and assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City as required.

- D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.
- E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.
- F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.
- G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- H. Acceptance of Defective Work.
 - 1. If, instead of requiring correction or removal and replacement of Defective Work, the City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.
 - 2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by City.
 - 3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.
 - 4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to City.
- I. City May Correct Defective Work.

1. If Contractor fails within a reasonable time after written notice from City's Representative to correct Defective Work, or to remove and replace rejected Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.
 2. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City and City's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable City to exercise the rights and remedies to correct the Defective Work.
 3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price.
 4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.
 5. If the Change Order is executed after all payments under the Contract have been paid by City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.
 6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to City.
 7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to City correcting Defective work.
- J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 49 DOCUMENT RETENTION & EXAMINATION

- A. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- B. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.
- C. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

ARTICLE 50 SEPARATE CONTRACTS

- A. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.
- C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 51 NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever

is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 52 NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

ARTICLE 53 STATE LICENSE BOARD NOTICE

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

ARTICLE 54 INTEGRATION

- A. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- B. **Contract Documents Represent Entire Contract.** The Contract Documents represent the entire agreement of the City and Contractor.

ARTICLE 55 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 56 CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect City's rights under the Contract, including but not limited to the bonds.

ARTICLE 57 ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all

causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 58 PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 59 CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

ARTICLE 60 JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Santa Clara County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

ARTICLE 61 LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 62 PATENTS

Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

ARTICLE 63 OWNERSHIP OF CONTRACT DOCUMENTS

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of the Work.

ARTICLE 64 NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 65 SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

00 73 13 – SPECIAL CONDITIONS

1.1 Engineer of Record.

- A For purposes of this Project, the Engineer of Record or Engineer shall be: **Michael Silveira, PE, City Engineer.**

1.2 Location of the Project.

- A The Project is located **Milpitas Fire Station No. 1** (777 S Main St, Milpitas, CA 95035).
- B The general location of the Project is shown on the approved plans of **Fire Station No. 1 Fire Service Upgrade.**

1.3 Status of the Project Area and Rights-of-Way.

- A City, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, e.g., Caltrans or Southern Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.
- B City has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.
- C If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.
- D Contractor may be required, as a condition for receiving final payment, to obtain, and provide City's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by City.
- E Contractor shall, also, as a condition for receiving final payment, obtain, and provide City's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by City.

1.4 Site Data.

- A The data provided herein is for the information of Contractor and is subject to all limitations and conditions set forth in the Contract Documents.

1.5 Pre-Purchased or Pre-Negotiated Material. (NOT USED)

1.6 Designation of City's Representative.

- A Unless otherwise modified by City, City's Representative shall be **Michael Silveira, PE, City Engineer, 408-586-3303.**

1.7 Project Retention

In accordance with Public Contract Code § 7201, City will withhold 5% of each progress payment as retention on the Project.

1.8 Liquidated Damages Due to Contractor Delay.

- A Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, City will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, City shall therefore be entitled to **\$500.00** per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.
- B Liquidated damages may be deducted from progress payments due to Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent City, in case of Contractor's default, from terminating the Contractor.

1.9 Utility Outages – Notices to Residents.

- A Should Contractor's operations require interruption of any utility service, Contractor shall notify City at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by City at least seven (7) Days prior to the scheduled outage.
- B Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.10 Schedule Constraints. (NOT USED)

1.11 Safety Programs.

- A In addition to all other safety requirements of the Contract Documents, Contractor must comply with Cal/OSHA requirements at all times during the completion of the Work.
- B City has considered these Safety Programs when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Programs.

1.12 Coordination with Other Contractors. (NOT USED)

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 DESCRIPTION

- A. The project scope includes, but not limited to, demolition, trenching, backflow preventer upgrade, installation of approximately 200' of fire service laterl and post indicator valves (PIVs), replacement of existing fire hydrant, and pavement restoration.

PART 2 (NOT USED)

PART 3 EXECUTION

3.1 LAYOUT OF WORK AND QUANTITY SURVEYS

- A. General. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

City and/or the Engineer of Record has established primary control to be used by the Contractor for establishing lines and grades required for the Work.

Primary control consists of benchmarks and horizontal control points in the vicinity of the Work. A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control, and shall advise the City Representative of any discrepancies.

- B. Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period, and shall perform all surveys necessary for the City Representative to determine final quantities of Work in place. The City Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the City Representative, the Contractor shall provide an electronic copy of data used for quantity computations.

All surveys performed for measurement of final quantities of Work and material shall be subject to approval of City's Representative. Unless waived by City's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of City's Representative.

- C. Surveying

- 1. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:
 - (a) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.

- (b) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.
 - (c) Cross-section points shall be located within 0.1 foot, horizontally and vertically.
 - (d) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.
- D. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.
- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

3.2 SCHEDULE

- A. Estimated Schedule. Within 21 Days after the issuance of the Notice of Award, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.
- C. Weather Allowance. The schedule shall allow adequate time for inclement weather.

- D. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the City. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

3.3 TEMPORARY FIELD OFFICE

- A. **Utility Services.** Contractor, at its expense, shall arrange for, develop and maintain all utilities, including but not limited to water, electric power, sewage disposal and telephone communications, at the Site to meet the requirements of the Work.
- B. **Sanitation.** The Contractor shall provide sanitary facilities for all persons working on the project. These facilities shall be kept clean and shall not be unsightly or produce odors.

3.4 PROTECTION OF WORK AND PROPERTY

- A. All traffic detector loops, fences, walls, culverts, monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition at no additional cost to City. Contractor shall be responsible for the cost to repair, replace, relocate, and replacement of utilities whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the City at no expense to the Contractor, provided the City is notified at least 48 hours before the property line monuments are damaged.
- B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
 - 1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3. Deliver materials to the Project site over a route designated by the Engineer.

4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
 5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
 6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.
 7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.
 8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
 9. At the completion of work each day, leave the Project site in a clean, safe condition.
 10. Comply with any approved stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the City.
 11. Cover and or protect work and project site as may be required to prevent or mitigate schedule delay and to allow work to proceed during wet weather or wet conditions.
- D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.
- E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

3.5 SITE CONDITIONS SURVEYS

- A. Work Included.

Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.
2. Photographs as described herein of pre-construction and post-construction conditions.
3. Video recordings as described herein of pre-construction and post-construction conditions.
4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

C. Site Condition Written Documentation.

Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

D. Photographs & Video Recording.

1. General – Prior to starting Work, Contractor shall provide a video recording of the project site. Contractor shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction video and photographs shall be taken prior to any construction or mobilization of equipment, but not more than one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.
2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public right-of-ways, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.
3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and

other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.

4. One set of color prints and the preconstruction site video shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.
2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.
3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.
4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.
5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.
6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Engineer's concurrence prior to beginning the condition survey. The Engineer reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall provide the Engineer with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to insure they accurately reflect the actual conditions and to insure they are correctly labeled.

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the City. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.
2. For pipeline construction, soil compaction testing will be done at 100-foot intervals or as ordered by the project soils/geotechnical report at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill or as otherwise ordered by the project soils/geotechnical report; at the top of the trench backfill, which could be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

3.6 REQUEST FOR INFORMATION

- A. Should the Contractor have questions or doubt as to the true meaning of any part of the plans and specifications during the fulfillment of the contract, the Contractor shall make a written request for information (RFI) to the Engineer for clarification or interpretation of the point or points in question. The Engineer, after receipt of such request, shall give to the Contractor a written clarification of the point or points in questions, which shall be final and binding and become a part of the contract. The Contractor will be required to certify with signature using the city form that RFI's submitted are not frivolous, and if answers to such RFI's are easily found within the Contract Documents, the RFI may be considered by the Engineer as a frivolous RFI, and no response from the Engineer will be required.

3.7 SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

- A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to City in accordance with Contract Documents. The Contractor shall submit Project Record Drawings, Technical Manual, Spare Parts, and other required items within 5 days following completion of project construction, and prior to Contractors request for Project Acceptance.
- B. Technical Manuals.
1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be

written so that it can be used and understood by City's operation and maintenance staff.

2. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." The Contractor shall furnish to City four (4) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

- C. Spare Parts List - The Contractor shall furnish to City six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by City in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist City in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

D. Record Drawings

1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.
2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.
3. Record drawings shall be accessible to City's Representative at all times during the construction period. The record drawings shall be kept up to date and will be checked by the City prior to each progress payment. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.
4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to City's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and

liable to City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

3.8 MATERIALS

A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by City's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to City's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.
2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform City's Representative, in writing, the date the material is to be manufactured.
3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to City's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate City's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

3.9 LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor. Contractors anticipated Haul Routes shall be in compliance with the City's approved Truck Routes available from the Engineer.

2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site.
 3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to City's Representative.
 4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.
- B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.
- C. Construction Water.
1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.
 2. Construction recycled water will be made available to the contractor from one of three fill locations within the city limits. If there is a need for construction recycled water during construction, the contractor shall apply for a city construction recycled water meter at the city hall finance counter prior to the beginning of work. A security deposit of \$2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. If the rental fee and the water costs exceed the \$2,000.00 deposited, an invoice will be issued to the contractor for payment.
 3. Construction potable water will only be made available to the contractor if it can be demonstrated that recycled water cannot be used for the construction activities. Potable water will be made available from existing city fire hydrant(s) nearest the proposed construction site as approved by the engineer, or by such other means as may be expressly approved in writing by the engineer. If there is a need for water during construction, the contractor shall apply for a city construction water meter at the city hall finance counter prior to the beginning of work. A security deposit of \$2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. If the rental fee and the water costs exceed the \$2,000.00 deposited, an invoice will be issued to the contractor for payment.

4. All required water, all work and materials required for obtaining, pumping, transporting and applying and otherwise disposing of said water shall be in an approved manner and shall be performed by, and at the expense of the contractor and no extra or separate compensation will be made thereof.

D. Operation of Existing Water Facilities

1. The Contractor shall not operate any of the existing water systems, including pumps, motors, valves, and hydrants, but shall contact the City two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the City.
2. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The City will perform all notification to existing customers regarding temporary loss of service.
3. Contractor shall submit a request on City's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodations to maintain, all utilities.
2. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control

1. General. Contractor shall abide by traffic control plans approved by the City.
2. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment, including all USA markings. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.
2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

3.10 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

1. Contractor must comply with all applicable environmental laws, Project conditions, and constraints, including, but not limited to:
2. City has considered these Environmental Conditions when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Conditions.

B. Landscape and Vegetation Preservation

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent

unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.

2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.
3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any State or Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within 2 Days.
2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

3. False Siting. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or City within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site. Contractor shall remove construction caused debris from streets and sidewalks as directed by the Engineer.

2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
2. The Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to the San Francisco Bay Regional Water Quality Control Board Order No. R2-2015-0049 (NPDES Permit No. CAS 612008), and State Water Resources Control Board Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ, and any amendment or renewal thereof ("Construction General Permit"). Contractor must perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.
3. Compliance with Construction General Permit. Contractor must comply with all aspects of the Construction General Permit, State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ, and any amendment or renewal thereof (NPDES CAS000002), for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common plan of development or sale.

- (a) Permit registration. Unless otherwise specified in the Special Conditions, Contractor must prepare the Notice of Intent for coverage under the Construction General Permit and all Permit Registration Documents (PRDs), including but not limited to the Storm Water Pollution Prevention Plan (SWPPP), as those terms are defined in the Construction General Permit. Contractor must coordinate submittal of all PRDs with the City's Legally Responsible Person and/or Authorized Signatory, as those terms are defined in the Construction General Permit. The Contractor must submit the PRDs, including the SWPPP to the City Representative for review not less than fifteen (15) Days prior to the start of on-site construction work.
- (b) Before any Construction General Permit related documents may be submitted to the State Board or implemented on the Project site, they must first be reviewed and accepted by City. Acceptance by the City does not relieve the Contractor from ensuring such documents comply with all laws applicable laws, regulations, and orders.
- (c) Contractor must ensure that the SWPPP is developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit. Contractor must implement the SWPPP and all other provisions of the Construction General Permit, including the monitoring and reporting requirements, preparing and submitting all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. The SWPPP must include industry standard requirements for water quality control including but not be limited to the following:
 - (1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.
 - (2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-

DWQ, Section III.C., including proper notification to the Regional Water Board.

- (3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.
- (4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.
- (5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.
- (6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.
- (7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.
- (8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.
- (9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements,

including but not limited to annual reports and rain event reports.

- (d) City retains the right to procure and maintain coverage under the Construction General Permit for the Project site if the Contractor fails to draft a SWPPP or other Construction General Permit related document, or fails to proceed in a manner that is satisfactory to City. City reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be City's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Construction General Permit, any costs or fines incurred by City in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.
- 4. For those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing construction industry best management practices to eliminate or reduce the discharge of pollutants from construction sites, such as the best management practices set forth in the CASQA Construction BMP Handbook.
- 5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.
- 6. Contractor violations.
 - (a) Failure to implement the SWPPP or otherwise comply with the Construction General Permit or local state and federal laws is a violation of this Contract. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify, defend – with counsel acceptable to the City – and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.
 - (b) City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy.

Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any enforcement action and/or settlement reached between the City and any relevant enforcement entity.

- (c) City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the the laws, regulations and policies described in this Article, or any other relevant water quality law, regulation, order, or policy.
- (d) If noncompliance with any relevant law, regulation or permit, order, or policy occurs, the Contractor shall report this to the City Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in City stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.

7. Oil storage tanks management.

- (a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.
- (b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.
- (c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.
- (d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been

reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112

8. Underground tank prohibition. The Contractor shall not use underground storage tanks.
9. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication "Reclamation Safety And Health Standards."
10. Other Permits.
 - (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.
 - (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.
 - (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.
11. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

END OF GENERAL REQUIREMENTS

TECHNICAL PROVISIONS

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****END OF SECTION****

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 GENERAL

1.1 SUMMARY

- A. The work to be performed consists of furnishing all labor, materials, equipment, and services for fire service upgrade for the new modular building that will be installed by others. The work includes, but not limited to, installation of new 4", 6" and 8" fire service laterals, new backflow preventer, new post indicator valves (PIVs), Fire Department Connection (FDC), new gate valve, replacement of fire hydrant and pavement restoration.

1.2 LOCATION

- A. The project is located at the City of Milpitas' Fire Station 1 (777 South Main Street, Milpitas)

1.3 CONTRACTOR SCOPE OF WORK:

- A. The work to be performed under this contract comprises include, but not limited to, furnishing all labor, materials, and equipment to perform the following items:
 - 1. Clearing and Grubbing;
 - 2. Removal and Dispose of existing asbestos cement pipe (ACP);
 - 3. Removal and disposal of existing utilities;
 - 4. Installation of new 8" double check detector assembly;
 - 5. Installation of new 4", 6", and 8" fire services lateral and all associated appurtenances;
 - 6. Installation of two new post indicator valves (PIVs);
 - 7. Installation of new gate valve and Fire Department Connection (FDC);
 - 8. Replacement of existing fire hydrant;
 - 9. Trenching, backfilling and asphalt restoration.

1.4 OWNER SCOPE OF SERVICES

- A. All required services shall be included in the Contractor's scope of services and directly reflected in the Contractor's final bid.

1.5 WORK INCLUDED

- A. The Contractor shall furnish all labor, superintendence, materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, services, and other means of construction necessary or proper for performing and completing the work.
- B. Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property, to the satisfaction of the Owner's Representative and in strict accordance with the Contract Documents.
- C. The Contractor shall clean up the work site and maintain it during and after construction, until accepted, and shall do all the work and pay all costs incidental thereto.
- D. The Contractor shall repair all structures, pavement, and property, in kind, that may be damaged or disturbed during performance of the work.
- E. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his equipment.

1.6 COORDINATION WITH OPERATIONS OF EXISTING FACILITIES

- A. The Contractor shall coordinate all work with the City of Milpitas Fire Department, and Public Works Engineering and Operation team.
- B. The water system is to remain in service through the project. Contractor shall coordinate with the City 72 hours in advance prior to any interruption to the existing water/fire system. The interruption shall not be more than 48 hours.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

**SECTION 01 20 00
MEASUREMENT AND PAYMENTS**

PART 1 GENERAL

1.1 SUMMARY

A. DESCRIPTION

1. This section describes requirements and procedures for determining amount of work done and for obtaining payment for work done.

B. REFERENCES

1. California Public Contract Code

C. SCOPE OF WORK

1. Work under Contract Documents, or under any bid item, allowance or alternate, or Change Order shall include all labor, materials, transport, handling, storage, supervision, administration, and all other incidental work necessary for the satisfactory completion of Work, whether or not expressly specified or shown.

D. DETERMINATION OF QUANTITIES

1. Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be the number, as determined by City, of units of work satisfactorily completed in-place, and suitable for its intended purpose free of defects or poor workmanship in accordance with Contract Documents or as directed by City. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods as City may consider appropriate for class of work measured. Contractor shall immediately inform City of any disputes regarding quantity measurements and shall immediately supply City with any documentation supporting the disputed measurements.
2. Before ordering any materials or doing any work, the Contractor shall verify all measurements, dimensions, elevations and quantities. No extra charge or compensation over and above payment for the actual quantities of the various items of work at the respective bid prices therefore will be allowed on account of difference between actual measurements, dimensions, elevations and quantities, and those indicated on the drawings, or in the specifications, and any difference therein shall be submitted to the City for consideration before proceeding with the work.

E. SCOPE OF PAYMENT

1. Payment to Contractor at the unit price or other price fixed in the contract for Work as described in Paragraph 2.1 below shall be full compensation for completing, in accordance with Contract Documents, all work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said work, including all incidental work necessary for completion of the Work.
2. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:
 - (a) Any and all costs arising from any unforeseen difficulties, which may be encountered during, and all risks of any description connected with, prosecution of Work, bid item or unit price item, respectively, until acceptance by City;
 - (b) All expenses incurred due to suspension, or discontinuance of Work, bid item or unit price item, respectively, as provided in Contract Documents;
 - (c) Inflation and/or Escalation to allow for cost increases between time of Contract Award and completion of Work, bid item or unit price item, respectively.
3. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.
4. No payment shall be made for materials or equipment not yet incorporated into the Work.
5. Where Contractor requests payment for materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
 - (a) The materials and/or equipment shall be delivered and suitably stored at the site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
 - (b) Full title to the materials and/or equipment shall vest in City at the time of delivery to the site, warehouse or other storage location;
 - (c) Contractor shall obtain a negotiable warehouse receipt, endorsed over to City for materials and/or equipment stored in an off-site warehouse. No payment shall be made until such endorsed receipts are delivered to City.

- (d) Stockpiled materials and/or equipment shall be available for City inspection, but City shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to specifically identify these specific Contract Documents;
- (e) After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;
- (f) At its expense, Contractor shall insure the materials and/or equipment against theft, fire, vandalism, and malicious mischief, as well as any other coverage's required under the Contract Documents;
- (g) Contractor's application for payment shall be accompanied by a bill of sale, invoice or other documentation warranting that City has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which must be satisfactory to City. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the application for payment relates, as well as unconditional releases of the same from the same as to the previous application for payment for which they have not already been provided.

F. BASIS OF PAYMENT

- 1. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as Lump Sum, payment will be based on the approved Schedule of Values of the work under the lump sum, or in the event a Schedule of Values is not required, on the percentage of the lump sum scope satisfactorily completed.
- 2. City does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not included in Bid, when in its judgment such change is in best interest of City. No change in Work shall be considered waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of extra Bid Items.

G. SCHEDULE OF VALUES AND PROGRESS PAYMENTS

1. If requested by Contractor, progress payments will be made monthly, but not more often than monthly.
2. Schedule of Values:
 - (a) Form to be used: AIA G703 or as approved by the City
 - (b) Within twenty-one (21) calendar days from issuance of Notice of Award and prior to the Contractor's application for the first progress payment, Contractor shall submit a Schedule of Values, which is a detailed breakdown of its bid for Work items and/or activities, including coordination responsibilities and project record document responsibilities. Where more than one subcontractor comprises the work of a work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, whose cumulative sum equals the total Contract Sum. The format and detail of the breakdown shall be as directed by City to facilitate and clarify future progress payments to Contractor for Work under Contract Documents. Work with lump sum values shall not exceed \$10,000 per work item. Work values totaling more than \$10,000 per item shall be broken down on a unit basis (e.g., linear foot, square yard, cubic yard, etc.). No line item to exceed one-half of 1% (0.5%) of contract value.
 - (c) Contractor's overhead, profit, financing, as well as "general conditions costs," (e.g., site cleanup and maintenance, temporary roads and access, off site access roads, temporary power and lighting, security and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equaling Contractor's total Contract Sum. Insurances and Bonds shall be a separate schedule of value line item.
 - (d) Include in each line item, the amount of Allowances specified in this section. Separately identify each Allowance and Alternate item, provide breakdown where any one item is in excess of one-half of 1% (0.5%) of contract value.
 - (e) City will review the breakdown in conjunction with the approved progress schedule activities to ensure that the dollar amounts of the Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by City, City will accept this Schedule of Values for use. City shall be the sole judges of fair market cost allocations.
 - (f) Any attempt to unbalance the distribution of overhead, profit, and other fixed costs, or to manipulate the cost breakdown in any way, or to increase the cost of early activities, i.e. "front loading," will be rejected by City, resulting in a complete reallocation of monies until such distortion is corrected. Repeated attempts of manipulation

may result in suspension or termination of the Work or refusal to process progress payments, until such time as the Schedule of Values is acceptable to City.

3. Payment Requests

- (a) Form to be used: AIA G702 and G703.
- (b) For each item, provide a column for listing each of the following:
 - (1) Item Number.
 - (2) Description of work.
 - (3) Scheduled Values.
 - (4) Previous Applications.
 - (5) Work in Place and Stored Materials under this Application.
 - (6) Authorized Change Orders.
 - (7) Total Completed and Stored to Date of Application.
 - (8) Percentage of Completion.
 - (9) Balance to Finish.
 - (10) Retainage.
- (c) A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- (d) On or before the twenty-fifth (25th) day of each month and upon receipt of City's approval of the updated schedule Contractor shall meet with the City Representative to measure and verify quantities of work completed which Contractor requests payment for. The Contractor shall submit to City two (2) copies of a request for payment for the cost of the Work put in-place at that time, along with one (1) copy of the City approved updated CPM schedule. Such requests for progress payments shall be based upon Schedule of Values prices of all labor and materials incorporated in the Work up until midnight of the last day of that one-month period, less the aggregate of previous payments. If Contractor is late submitting its payment request, that payment request may be processed at any time during the succeeding one-month period,

resulting in processing of Contractor's payment request being delayed for more than a day for day basis.

- (e) Payment requests may include, but are not necessarily limited to the following:
 - (1) Material, equipment and labor incorporated into the Work, less any previous payments for the same.
- (f) With each request for payment, Contractor shall fulfill all scheduling requirements including updates and revisions. In addition, a responsible officer of Contractor shall execute and submit the following certification shown below:

" I, _____ (print name), being the _____ of _____ (Contractor), the undersigned Contractor, certifies that the Work covered by this request for payment (invoice) has been completed in accordance with the Contract Documents, and that the current progress payment (invoice) shown herein is accurate and now due. Contractor further certifies that all amounts have been paid by the Contractor for Work for which previous invoices for progress payments issued to and paid by the City. The Contractor declares under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached request for payment (invoice) and know its contents, and said request for payment is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the allowable expenses incurred to perform the Work.

"

signature & date

- (g) No progress payment will be processed prior to City receiving the above certification and all requested and acceptable schedule update information.
- (h) With each request for payment, Contractor shall submit following as pre-requisite to its review:
 - (1) Construction progress schedule, updated to current.
 - (2) Current construction photographs, updated to current.
 - (3) Partial release of liens from major subcontractors and vendors.
 - (4) Progress project record documents, updated to current.
 - (5) Affidavits and bonds attesting to off-site stored products, if any.
 - (6) Certified payroll records.

(7) Statement under False Claim Act.

- (i) Contractor shall submit fulfill all record document requirements of Section 01 78 39 "Project Record Drawings," including updates and revisions. An additional 10% of progress payment requests may be withheld in the event that the City determines that the job-site record drawings have not been kept up-to-date. Contractor also to submit the following pre-requisites for review of the Payment Application Request.
 - (j) Each payment request shall list each Approved Change Order executed prior to date of submission, including a description of the work activities.
 - (k) Monthly progress payments shall be made based on total value of activities completed or partially completed, as determined by City with participation of Contractor, and based upon approved activity costs. Accumulated retainage will be shown as a separate item in payment summary. If Contractor fails or refuses to participate in construction progress evaluation with City, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to City.
 - (l) If required by City, Contractor shall submit substantiating data as they relate to payment requests.
4. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
- (a) Notice to Proceed
 - (b) List of subcontractors.
 - (c) Schedule of values.
 - (d) Contractor's construction schedule.
5. Progress Payments:
- (a) If it is determined that the payment request is not a proper payment request suitable for payment, City shall return it to the Contractor as soon as practicable, but no later than seven (7) days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. If City determines that portions of the payment request is not proper or not due under the Contract Documents, then City may approve the other portions of the payment request, and in the case of disputed items or defective work not remedied, may withhold up to 150% of the disputed amount from the progress payment.

- (b) The City will mail the progress payment to the Contractor within thirty (30) days from the date of receipt of the invoice in acceptable form, including copies of certified payroll, schedule updates, and progress payment certification. The City will pay to Contractor in manner provided by law, an amount equal to ninety-five percent (95%) (i.e., five percent (5%) retention) of City's estimate, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of City, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
- (c) Before any progress payment or final payment is made, Contractor may be required to submit satisfactory evidence that Contractor is not delinquent in payments to employees, subcontractors, suppliers, or creditors for labor and materials incorporated into Work. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.
- (d) City reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of City, is not adequately and properly protected against weather and/or damage, prior to or following incorporation into the Work.
- (e) Granting of progress payment or payments by City, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
- (f) When City shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by City from amount of next succeeding progress payment or from any other payment due or that may become due Contractor under Contract. If, on completion or termination of Contract, such payment due Contractor are found insufficient to cover City's charges against it, City shall have right to recover balance from Contractor or Sureties.

PART 2 PRODUCTS

2.1 FIRE STATION 1 SITE IMPROVEMENTS SCHEDULE

The contract Lump Sum price paid for all bid items listed below shall be considered full compensation for furnishing all labor, materials, equipment, tools, and incidentals for all work involved including the removal, disposal, furnishing, and installation of any bid item listed below as specified in the Contract Documents and as directed by the City Engineer, and no separate payment shall be made.

BID ITEMS

1. **Mobilization:** The contract lump sum price paid for “Mobilization” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in mobilization, demobilization, clean-up, preparatory work and operations necessary for the movement of personnel, equipment, and supplies to the project sites, erosion control, submittals, administration as specified herein, and no separate payment shall be made. The total lump sum shall not exceed 5% of the total Base Bid.
2. **Demolition:** The contract lump sum price paid for “Demolition” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to perform the demolition work as shown in the Contract Documents including, but not limited to, clearing and grubbing, removal and dispose of existing asbestos cement pipe (ACP) for compliance with all applicable Federal, State, and Local regulations. Specifically, regulations pertaining to work practices, protection of workers, visitors to the site, persons occupying areas adjacent to the site, hauling, and disposal, post indicator valve (PIV), fire hydrant, and all associate appurtenance as specified herein. No separate payment shall be made.
3. **Installation of 4” fire service lateral:** The contract unit price paid per linear foot for “Installation of 4” fire service lateral” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to perform the work as shown in the Contract Documents including, but not limited to, sawcutting; trenching and backfilling; dewatering; disposing of spoil; installing 4” C900 DR14 PVC pipe, riser, fittings, thrust blocks, anchorage, joints, and tracer wire; pressure testing; and disinfecting as specified herein. No separate payment shall be made.
4. **Installation of 6” & 8” fire service lateral:** The contract per linear foot of price paid for “Installation of 6” & 8” fire service lateral” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, to perform the work as shown in the Contract Documents including, but not limited to, sawcutting; trenching and backfilling; dewatering; disposing of spoil; installing 6” and 8” C900 DR14 PVC pipe, riser, fittings, thrust blocks, anchorage, joints, and tracer wire; pressure testing; and disinfecting as specified herein. No separate payment shall be made.
5. **Installation of 8” Double Check Valve Backflow Preventer:** The contract unit prices paid for “Installation of 8” Double Check Valve Backflow Preventer” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to perform the work as shown in the Contract Documents including, but not limited to, excavating and backfilling; dewatering; disposing of spoil; furnishing and installing 8” Double Check Valve Backflow Preventer, Fire Department Connection

(FDC), fittings, thrust block, anchorage, joints and tracer wire; testing and disinfecting as specified herein. No separate payment shall be made.

6. **Installation of Post Indicator Valves:** The contract unit price paid for "Installation of Post Indicator Valves" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to perform the work as shown in the Contract Documents including, but not limited to, excavating and backfilling; dewatering; disposing of spoil; furnishing and installing two (2) post indicator valves, fitting, address signage, anchor block, and joints; testing and disinfecting as specified herein. No separate payment shall be made.
7. **Installation of Fire Hydrant:** The contract unit prices paid for "Installation of Fire Hydrant" shall include the full compensation for furnishing all labor, materials, tools and equipment and incidentals to perform the work as shown in the Contract Documents including, but not limited to, sawcutting; trenching and backfilling; dewatering; disposing of spoil; installing 6" C900 DR14 PVC pipe and gate valve, fire hydrant, riser, valve box, fittings, thrust blocks, anchorage, joints, and tracer wire; pressure testing; and disinfecting as specified herein. No separate payment shall be made.
8. **Pavement Restoration:** The contract lump sum price paid for "Pavement Restoration" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to perform the pavement restoration work including, but not limited to, compacting, trucking, furnishing and installing class 2 aggregate base and asphalt concrete as specified herein. No separate payment shall be made.

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. DESCRIPTION:

1. Description of general requirements for project Submittals.

1.2 SUBMITTALS

A. Where required by the Specifications, the Contractor shall submit descriptive information which will enable the Engineer to advise the Owner whether the Contractor's proposed materials, equipment or methods of work are in general conformance with the design concept and are in compliance with the drawings and specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results and other such information, all as specifically required in the Specifications.

B. The Contractor shall submit the following items:

1. List of Submittals, Shop Drawings, Product Data and Materials
2. Schedule of Values
3. Construction Schedule
4. Shop Drawings
5. Product Data
6. Material Safety Data Sheets
7. Project Closeout Information
8. Warranty Data
9. Others as Specified in the Technical Specifications
10. Manufacturer's Instructions
11. Manufacturer's Certifications and Test Reports

C. Quantity of Submittals:

1. Submit one (1) digital PDF format of all submittals.
 - (a) PDF submittal shall be clear and readable.
 - (b) Provide searchable PDF file.

- (c) Annotate or mark submittal to clearly show the item or model being submitted.
 - (d) Organization and Binding of Submittals: The initial and subsequent submittals of drawings and data for review shall be organized and bound with a Table of Contents so that eventually they may be used as guides for preparing the required maintenance manuals. PDF files shall have active links in the Table of Contents, or they shall have bookmarks per the Table of Contents.
- 2. If paper copies are submitted:
 - (a) Provide three (3) copies to the Owner's Representative and a scanned electronic copy where feasible. The Contractor shall state the number of copies the Contractor wants to be returned where necessary.
- D. Where the Contractor is required by these Specifications to submit samples of products, the Contractor shall provide a sufficient number of physical samples to allow three (3) to be retained by the Owner's Representative of all structural and architectural products involving color, finish, texture, or the like.
- E. List of Submittals:
 - 1. Within thirty-five (35) days after the Notice to Proceed, the Contractor shall submit a List of Submittals to the Owner's Representative for review.
 - 2. The List shall include all items of equipment and materials for necessary project disciplines (Civil, Electrical, Mechanical etc) and the names of manufacturers with whom purchase orders have been or will be placed.
 - 3. The List shall be arranged in the same order as the Specifications and shall contain sufficient data to identify all items of material and equipment the Contractor proposes to furnish. The List shall include Specification and/or Drawing references.
 - 4. After the submission is favorably reviewed and returned to the Contractor by the Owner's Representative, it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review as set forth in the Specifications.
- F. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall ensure that the material, equipment or method of work shall be as described in the submittal.
 - 1. Submittals shall contain all required information, including satisfactory identification of items, units and assemblies in relation to the contract drawings and specifications.
 - 2. The Contractor shall verify that the material and equipment described in each submittal conforms to the requirements of the specifications and drawings.
 - 3. Unless otherwise approved by the Engineer, submittals shall be made only by the Contractor, who shall indicate by a signed stamp on the submittals that the

Contractor has checked the submittals and that the work shown conforms to contract requirements and has been checked for dimensions and relationship with work of all other trades involved.

4. If the information shows deviations from the specifications or drawings, the Contractor, by statement in writing accompanying the information, shall identify the deviations and state the reason(s) therefore.
5. The Contractor shall ensure that there is no conflict with other submittals and shall notify the Engineer in each case where the Contractor's submittal may affect the work of another contractor or the Owner.
6. The Contractor shall ensure coordination of submittals among the related crafts and subcontractors.

1.3 SUBMITTAL TRANSMITTAL PROCEDURE

- A. General: Submittals regarding material and equipment shall be accompanied by a transmittal form from the Contractor. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete specification sections for which a submittal is required. However, submittals for various items shall be made with a single form only when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
- B. Submittal Identification: Each set of submittals or samples shall be attached to the submittal transmittal form.
 1. The submittal number shall be made up of two parts: XXX-ZZ. The XXX shall be sequential number 001 for the first item submitted, 002 for the second, etc. The ZZ shall be the sequential number of a specific submittal or resubmittal (01 for the first submittal, 02 for the first resubmittal, etc.).
 2. All submittals shall show the contract title, shall indicate the name of the vendor, and shall indicate when the equipment and/or material will be required by the construction schedule.
 3. The submittal must be adequate to permit a comprehensive review without further reference to the Contractor. The documents submitted must be separately identifiable on the Contractor's submittal transmittal form.
- C. Deviation from Contract: If the Contractor proposes to provide material or equipment which does not conform to the specifications and drawings, this shall be indicated under "deviations" on the submittal transmittal form accompanying the submittal copies.
 1. If the Owner accepts such deviation, the Owner shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order need not be issued.
 2. If any deviations from the Contract requirements are not noted on the submittal, the review of the shop drawing shall not constitute acceptance of such deviations.

- D. Submittal Completeness: Submittals which do not have all the information required to be submitted, including deviations, shall be considered as not complying with the intent of the contract and are not acceptable and will be returned without review.
1. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the technical specifications, shall include materials and equipment data and seismic anchorage certifications where required, and shall include any necessary revisions required for equipment other than first named.
- E. Review of Subsequent Resubmittals: It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Owner's Representative at least by the second submission of data. At the discretion of the Engineer costs associated with the review of any subsequent resubmittals may be borne by the Contractor. The Contractor will be billed for these costs by the Owner. Costs due may be deducted from progress payments due the Contractor by the Owner.

1.4 SUBMITTAL REVIEW

- A. The Contractor shall provide all submittals to the Owner's representative at the earliest feasible time possible to facilitate a comprehensive review that does not impact construction related progress.
- B. Within 14 calendar days after receipt of the submittal by the Engineer, the submittal will be reviewed by the Engineer and the Engineer will return the marked-up submittal. On complex drawings and equipment, the Engineer shall acknowledge receipt within 30 days and advise the Contractor when the submittal will be returned. The returned submittal shall indicate one of the following actions.
1. If the review indicates that the material, equipment or work method is in general conformance with the design concept and complies with the drawings and specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN". In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
 2. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED". The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in operation and maintenance data, a corrected copy shall be provided. Otherwise, no resubmittal will be required.
 3. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT". The Contractor shall not undertake work covered by this submittal until the submittal has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
 4. If the review indicates that the material, equipment or work method is not in general conformance with the design concept or in compliance with the drawings and specifications, copies of the submittal will be marked "REJECTED - SEE REMARKS". Submittal with deviations which have not been identified clearly may be rejected. The Contractor shall not undertake work covered by

such submittal until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".

- C. Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide shall not relieve the Contractor of responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer, the Owner's Representative or the Owner, or by any officer, employee or subcontractor thereof, and the Contractor shall have no claim under the contract on account of the failure or partial failure of the method of work, material, or equipment so reviewed.
1. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the Owner has no objection to the Contractor, upon its own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.
 2. Favorable review of submittals does not constitute a change order to the Contract requirements.
 3. The favorable review of all submittals by the Engineer shall apply in general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein.
 4. Favorable review by the Engineer shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of laws, nor constitute a Contract Change Order.
 5. Favorable review by the Engineer will not constitute acceptance by the Engineer of any responsibility for the accuracy, coordination, and completeness of the submittals or the items of equipment represented on the submittals.
 6. The favorable review of shop drawings shall be obtained prior to the fabrication, delivery and construction of items requiring shop drawing submittal.

**** END OF SECTION ****

SECTION 01 74 23 FINAL CLEANING

PART 1 GENERAL

1.1 SUMMARY

- A. As a condition precedent to final acceptance or release of a structure, space or process unit for use by the Owner, the Contractor shall thoroughly clean all roads, shoulders, and construction areas prior to final Acceptance.
- B. All existing culverts, drainage sumps, and existing stormwater facilities shall be cleared of silt, sand, debris and construction materials. Should any existing structures, culverts, or drainage channels be compromised by construction related activities, the Contractor shall restore to the fullest extent of the pre-existing conditions as required by the Owner's Representative or Inspector.
- C. At the completion of the project, the Contractor shall perform the following:
 - 1. Remove and dispose of all excess or waste materials, debris, rubbish, and temporary facilities from the site, structures and all facilities.
 - 2. Repair pavement, roads, and all other areas affected by construction operations and restore them to original condition or to minimum condition specified. Contractor shall restore the pavement to the fullest extent required by the Engineer.
 - 3. Remove spatter, grease, stains, fingerprints, debris, dust, labels, tags, packing materials and other foreign items or substances from interior and exterior surfaces, equipment, signs and lettering.
 - 4. Repair, patch and touch up chipped, scratched, dented or otherwise marred roadway signs, striping, guard railing, or other materials to match the pre-existing condition.
 - 5. Contractor shall refinish trenching activities to match existing surface conditions to the fullest extent feasible and to the satisfaction of the Inspector.
- D. As the Contractor executes construction related procedures along the identified alignments shown in the contract drawings, preliminary cleaning shall be conducted such that downstream facilities can be reopened in the public right of way.
 - 1. All significant clean up items such as sign or guard railing replacement shall be conducted at the earliest possible moment during the project to protect the public from dangerous situations.
 - 2. Insignificant cleanup items may be included in the project punch list and completed prior to Acceptance.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01 78 39
PROJECT RECORD DRAWINGS

PART 1 GENERAL

1.1 SUMMARY

- A. The Contractor shall provide the Owner's Representative neatly and legibly marked contract drawings showing the final horizontal and vertical location of all piping, manholes, and culverts. Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. These drawings shall be available to the Owner's Representative throughout the construction period. Final payment shall not be made until the marked up record drawings are delivered to and approved by the Owner's Representative.

1.2 MAINTENANCE OF DOCUMENTS

- A. The following shall be maintained in the Contractor's field office in clean, dry, legible condition: Contract Drawings, Specifications, Addenda, approved Shop Drawings, Samples, photographs, Change Orders, other Modifications of Contract, test records, survey data, Field Orders, and all other documents pertinent to Contractor's Work.
- B. Two full-sized sets of the Contract Drawings will be furnished to the Contractor by the Owner. These Drawings shall be updated with record information and one copy of the updated record drawings shall be submitted for review to the Owner's Representative every month. The Record Drawing shall be up-to-date and its completeness shall be a precondition of the next month's partial payment request approval.
 - 1. Mark and record field changes and detailed information contained in submittals and change orders.
 - 2. Record actual depths, horizontal and vertical location of underground pipes and other buried utilities. Reference dimensions to permanent surface features.
 - 3. Identify specific details of pipe connections, location of existing buried features located during excavation, and the final locations of piping, manholes, and culverts.
 - 4. Provide schedules, lists, and layout drawings.
- C. Documents shall be available at all times for inspection by the Owner's Representative.
- D. Record documents shall not be used for any other purpose and shall not be removed from the office without approval of the Owner's Representative.
- E. The Contractor may submit additional size D sheets detailing record work as approved by the Owner's Representative.
- F. The Contractor shall not conceal any work until the required record drawing information has been recorded.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 02 41 13 SELECTIVE SITE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Remove and dispose of asphalt concrete, base rock, native material, utility pipes, and appurtenances, as noted on the Drawings.

1.2 REQUIREMENTS

- A. Prior to starting demolition, the contractor shall obtain approval from the city of the implementation of their erosion control.

1.3 RELATED WORK

- A. Section 31 11 00: Clearing and Grubbing

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 UTILITIES

- A. Coordinate with City of Milpitas Opeartion team as required.
- B. Locate, identify, disconnect, and cap off utility services to be demolished.
- C. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated.
- D. Unless otherwise indicated, maintain and protect existing utilities to remain in service before proceeding with demolition, providing bypass connections to other parts of the building.
- E. Notify the City of Milpitas Representative not less than 72 hours in advance if there are any proposed utility interruptions.
- F. Do not proceed with utility interruptions without the City of Milpitas Representative's written permission.
- G. Where equipment or devices have been removed, and where the active side of the pipe remains, Contractor shall cap or plug all abandoned piping using either threaded or soldered fittings. Do not rely on the existing valves for a positive shutoff.
- H. For the abandonment of wet utilities, Contractor shall cut and cap at the property line, remove everything behind the property line, disconnect lateral at mainline,

and abandon in place the segment between mainline and property line. Contractor shall perform work as specified in the Drawings.

3.2 DEMOLITION

- A. Conduct demolition without disrupting use of adjacent property or nearby buildings.
- B. Conduct demolition operations and remove debris to prevent injury to people and damage to adjacent buildings and site improvements.
- C. Perform Work in such a manner as to prevent damage to existing facilities to remain or to be salvaged. Hazardous Work shall not be left standing or hanging, but shall be knocked or pulled down to avoid damage or injury to employees or the public.
- D. Conduct demolition operations in such a manner as to prevent damage to existing trees and plants that are to remain.
- E. Contractor shall be responsible for traffic control when performing any work in the street.

3.3 CUTTING AND PATCHING

- A. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.

3.4 SAW CUTTING

- A. All saw cutting shall be made in a neat, clean line perpendicular to the face of the paved surface such that no damage shall take place on the paving to remain. Refer to plans for locations.

3.5 SALVAGE

- A. Items indicated to be removed and salvaged remain the City's property. Remove, clean, and deliver to the City's designated storage area or as directed by the City's Representative.

3.6 DISPOSAL

- A. Unless otherwise indicated, demolished materials become Contractor's property.
- B. Promptly remove demolished materials from City's property and legally dispose of them. Do not burn demolished materials.
- C. After the demolition work is complete, the contractor shall remove and dispose of all excess materials from the demolition operations and other unwanted materials, garbage, debris, and rubbish scattered throughout the site and perform minor grading as directed by the Engineer to eliminate uneven ground surface. The restored sites shall have no significant depressed areas that may hold rain water.

3.7 HAZARDOUS MATERIALS

- A. The Contractor will assume full responsibility and liability for compliance with all applicable Federal, State, and Local regulations. Specifically, regulations pertaining to work practices, protection of workers, visitors to the site, persons occupying areas adjacent to the site, hauling, and disposal. As required by all applicable Federal, State and local regulations, the Contractor is responsible for providing medical examinations, and maintaining medical records of personnel. shall determine the actual condition of the site as it affects the Work.
1. Contractor shall carefully excavate to locate buried ACP using methods that will not destroy the pipe and potentially make asbestos friable. Methods such as vacuum excavation, use of tools, or other means shall be chosen as appropriate.
 2. Upon exposure, qualified personnel shall assess the pipe to determine if it might be in a condition that could contain friable asbestos.
 3. Fully expose the portions of ACP to be removed.
 4. Where possible, do not break pipe, fittings, or couplers. Breakage of couplings is preferred should no other viable option exist to remove pipe.
 5. When pipe is removed, removed entire lengths of pipe to the next joint necessary to achieve the work. Except as noted on drawings as directed by Engineer, only remove ACP necessary to accomplish the work.
 6. Where bells exist on ACP that must be removed to connect CP to remain in service with new PVC pipe or ductile iron fittings, use a snap tool or least destructive method to leave a clean surface and minimize potential for release of friable material.
 7. Upon removing asbestos-containing coupling, pipe, or other materials, immediately separate, place in appropriate double bag with 6-mil polyethylene sheeting to yield a total of at least 12-mil, the asbestos pipe in the trench or immediately when it comes out of the trench. Seal and label as required by EPA Regulation 40 CFR 61.150 (a)(1)(iv) or OSHA requirement 29 CFR 1926.1101(k)(8), and remove from site in a protected area.
 8. City shall sign all manifests as generator of the waste.
- B. Except as otherwise specified, in the event Contractor encounters on the Project site material reasonably believed to be hazardous substances that have not been rendered harmless, Contractor shall immediately stop work in the area affected and report the condition to the City of Milpitas's representative in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is asbestos, PCB, lead, or other hazardous substances and has not been rendered harmless. The work in the affected area shall be resumed in the absence those hazardous substances, or when such materials have been rendered harmless.

- C. Disclose any hazardous substance or condition exposed during the work to the City's Representative for decision or remedy.

**** END OF SECTION ****

SECTION 31 11 00 CLEARING AND GRUBBING

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish all labor, material, equipment, tools, and incidentals necessary for the provision of clearing vegetation, debris, trash and other materials and grubbing of vegetation within limits indicated on the drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 PREPARATION

- A. Locate and clearly flag vegetation to remain or to be relocated.
- B. Notify Underground Service Alert (USA), (800) 642-24444, and local utility companies to verify location of existing utilities a minimum of 48 hours prior to beginning work.

3.2 RESTORATION

- A. Repair or replace vegetation indicated to remain that is damaged by construction operations, as directed by the Owner.
- B. Employ a qualified arborist, licensed in jurisdiction where the Project is located, to submit details of proposed repairs and to repair damage to shrubs.

3.3 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
- B. Remove trash, debris, logs, concrete, masonry and other waste materials.
- C. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
- D. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18-inches below subgrade.
- E. Use only hand methods for grubbing within drip line of remaining trees.

**** END OF SECTION ****

SECTION 31 23 19 DEWATERING

PART 1 GENERAL

1.1 SUMMARY

- A. Scope: The work of this Section includes dewatering necessary to lower and control groundwater levels and hydrostatic pressures to permit excavation and construction to be performed properly under dry conditions.
- B. Contractors Responsibility: Dewatering operations shall be adequate to assure the integrity of the finished project. The responsibility for conducting the dewatering operation in a manner that will protect adjacent structures and facilities rests solely with the Contractor. The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of the Contractor. Contractor shall secure all necessary permits to complete the requirements of this Section of the Specifications.

1.2 SUBMITTALS

- A. The following shall be submitted in compliance with Section 01 33 00 – Submittal Procedures:
 - 1. Prior to commencement of excavation, a detailed plan and schedule for dewatering activities of excavations.
 - 2. Demonstration of proposed dewatering system and verification that adequate personnel, materials and equipment are readily available for all dewatering activities.

1.3 CONTROL AND OBSERVATION

- A. Adequate control shall be maintained to ensure that the stability of excavated and constructed slopes is not adversely affected by water, that erosion is controlled and that flooding of excavation or damage to structures do not occur.
- B. It shall be the sole responsibility of the Contractor to control the rate and effect of the dewatering in such a manner as to avoid all objectionable settlement and subsidence.
- C. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, reference points shall be established and observed at frequent intervals to detect any settlement that may develop.
- D. A daily report shall be maintained. The following shall be recorded:
 - 1. Elevation of ground water and piezometric water levels in observation wells (if any).
 - 2. Change in elevation of reference points established.

PART 2 PRODUCTS

2.1 EQUIPMENT

- A. Dewatering system shall include well points, sump pumps, temporary pipelines for water disposal, rock or gravel placement, and other means including standby pumping equipment maintained on the job site continuously.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

- A. An adequate dewatering system shall be maintained to lower and control the groundwater to permit excavation, construction of structures, placement of piping, and placement of fill materials to be performed under dry conditions.
- B. Sufficient dewatering equipment shall be installed to predrain the water-bearing strata below the bottom of foundations, drains, sewers, pipelines and other excavations.
- C. The Contractor shall maintain the water level below the bottom of excavation in all work areas where groundwater occurs during excavation construction, backfilling, and up to acceptance.
- D. The hydrostatic head in water-bearing strata below foundations, drains, sewers, pipelines and other excavations shall be reduced to ensure that the water level and piezometric water levels are below the excavation surface at all times.
 - 1. The piezometric water level shall be maintained a minimum of 3-feet below the excavation surface all times.
- E. The dewatering system shall be placed into operation prior to excavation below ground water level to lower the ground water level and shall be operated continuously 24 hours a day, 7 days a week until drains, sewers, pipelines and structures have been constructed and leak tested and fill materials have been placed and dewatering is no longer required.
- F. The site shall be graded to facilitate drainage. Surface runoff shall be diverted from excavations. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and be pumped or drained by gravity away from the excavation.
- G. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
- H. If foundation soils are disturbed or loosened by the upward seepage of water or an uncontrolled flow of water, the affected areas shall be excavated and replaced with drain rock at no additional cost to the Owner.
- I. Flotation shall be prevented by the Contractor by maintaining a positive and continuous removal of water. The Contractor shall be fully responsible and liable for all damages which may result from failure to adequately keep excavations dewatered.
- J. If well points or wells are used, they shall be adequately spaced to provide the necessary dewatering and shall be sandpacked and/or other means shall be used to prevent pumping of fine sands or silts from the subsurface. A continual check shall be

maintained to ensure that the subsurface soil is not being removed by the dewatering operation.

- K. Water and debris shall be disposed of in a suitable manner in compliance with local and State regulations and without damage to adjacent property. No water shall be drained into the installed or under construction facilities. Water shall be filtered to remove sand and fine-sized soil particles and further treated if required by regulatory agencies before disposal into any drainage system
- L. Necessary permits for disposal of water, if applicable, shall be obtained by the Contractor from the appropriate regulatory agencies.
- M. The release of groundwater to its original level shall be performed in such manner to prevent disturbance of natural foundation soils, prevent disturbance of compacted backfill and prevent flotation or movement of structures, pipelines, and sewers.
- N. Dewatering of trenches and other excavations shall be considered as incidental to the construction of the Work and all costs thereof shall be included in the various contract prices in the Bid Forms, unless a separate bid item has been established for dewatering.
- O. Contractor shall comply with all discharge permit and SWPPP requirements.

**** END OF SECTION ****

SECTION 31 23 33 TRENCHING AND BACKFILLING

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish all labor, material, equipment, tools, and incidentals necessary for the excavation, backfill, and compaction for underground water/fire piping and associated appurtenances.

1.2 SUBMITTALS

- A. Follow submittal procedures outlined in Section 01 33 00 Submittal Procedures.
- B. Submit material certificates signed by the material producer and the Contractor, certifying that that each material item complies with, or exceeds the specified requirements.

1.3 QUALITY ASSURANCE

- A. Conform all work to the appropriate portion(s) of the Caltrans Standard Specifications, Section 19.
- B. Percentage of compaction specified shall be the minimum acceptable. The percentage represents the ratio of the dry density of the compacted material to the maximum dry density of the material as determined by the procedure set forth in ASTM D 1557.

1.4 PROJECT CONDITIONS

- A. Promptly notify the Owner of surface or subsurface conditions differing from those disclosed in the construction documents. First notify the Owner verbally to permit verification and extent of condition and then in writing. No claim for conditions differing from those anticipated in the Contract Documents will be allowed unless Contractor has notified the Owner in writing of differing conditions prior to contractor starting work on affected items.
- B. Protect open, trenches, and utility structure excavations with fences, covers and railings to maintain safe pedestrian and vehicular traffic passage.
- C. Stockpile on-site and imported backfill material temporarily in an orderly and safe manner.
- D. Provide dust and noise control in conformance with Division 1 General Requirements for Cleaning and Waste Management.

PART 2 PRODUCTS

2.1 PIPE BEDDING AND INITIAL BACKFILL

- A. ASTM D 2321, Class IA, IB or II.
 - 1. Clean and free of clay, silt, or organic matter.
- B. Class 2 Aggregate Base: Conform to Section 26 of Caltrans Standard Specifications, ¾-inch maximum. Material shall also be non-expansive and predominantly granular soil or soil-rock mixture “(percent of passing #200: 50 maximum, 5 minimum)” with plasticity index of 15 or less.
- C. Sand: Conform to Section 19-3.02F(2) of Caltrans Standard Specifications.

2.2 WARNING TAPE

- A. See Section 33 10 00 – Water Utilities.

2.3 SUBSEQUENT BACKFILL

- A. Conform to on-site or imported structural backfill in Section 31 23 33 – Trenching and Backfilling.

2.4 CONCRETE STRUCTURE BEDDING AND BACKFILL

- A. Precast Structures: Same materials to the same heights as specified for pipe bedding and backfill.
- B. Poured-in-Place Structures:
 - 1. Bedding: In general, bedding is not required, pour bases against undisturbed native earth in cut areas and against engineered fill compacted to 90% relative compaction in embankment areas.

2.5 FILTER FABRIC

- A. Filter Fabric:
 - 1. Filter Fabric: Section 96-1.02B of Caltrans Standard Specifications.
 - 2. Mirafi 140N (Mirafi Inc., Charlotte, NC) (Tel. 800-438-1855) or equal.

PART 3 EXECUTION

3.1 TRENCHING AND EXCAVATION

- A. Existing PCC or AC Areas: Cut PCC or AC to full depth at a minimum distance of 12-inches beyond the edge of the trench.
- B. Excavation Depth for Bedding: Minimum of 4-inches below bottom, except that bedding is not required for nominal pipe diameters of 2-inches or less.
- C. Excavation Width at Springline of Pipe:
 - 1. Up to a nominal pipe diameter of 24-inches: Minimum of twice the outside pipe diameter.

2. Nominal pipe diameter of 30-inches through 36-inches: Minimum of the outside pipe diameter plus 2-feet.
 3. Nominal pipe diameter of 42-inches through 60-inches: Minimum of the outside pipe diameter plus 3-feet.
- D. Over-Excavations: Backfill trenches that have been excavated below bedding design subgrade, with approved bedding material.
 - E. Comply with the Owner's limitations on the amount of trench that is opened or partially opened at any one time. Do not leave trenches open overnight without the approval of the Owner.
 - F. Where forming is required, excavate only as much material as necessary to permit placing and removal of forms.
 - G. Grade bottom of trench to provide uniform thickness of bedding material and to provide uniform bearing and support for pipe along entire length. Remove stones to avoid point bearing.

3.2 CONTROL OF WATER AND DEWATERING

- A. Be solely responsible for dewatering trenches and excavations and subsequent control of ground and surface water. Provide and maintain such pumps or other equipment as may be necessary to control ground water.
- B. Dewater during backfilling operation so that groundwater is maintained a least one foot below level of compaction effort.
- C. Reroute surface water runoff away from open trenches and excavations. Do not allow water to accumulate in trenches and excavations.
- D. Maintain dewatering system in place until dewatering is no longer required.

3.3 BRACING AND SHORING

- A. Conform to California and Federal OSHA requirements.
- B. Place and maintain such bracing and shoring as may be required to support the sides of the excavations for the proper protection of workmen; to facilitate the work; to prevent damage to the pipes and appurtenances being constructed; and to prevent damage to adjacent structures or facilities. Remove all bracing and shoring upon completion of the work.
- C. Be solely responsible for all bracing and shoring and, if requested by the Owner, submit details and calculations to the Owner. The Owner may forward the submittal to the Consulting Engineer and/or the California Division of Industrial Safety for their review. The Contractor's submittal shall include the basic design, assumed soils conditions and estimation of forces to be resisted, together with plans and specifications of the materials and methods to be used, and shall be prepared by a civil engineer or structural engineer registered in California. No excavations in trench section or around structures shall precede a response to the submittal by the Owner.
- D. Be solely responsible for installing and extracting the sheathing in a manner which will not disturb the line, grade, or backfill compaction or operation of the utility being installed or adjacent utilities and facilities.

3.4 PIPE BEDDING

- A. Accurately shape bedding material to the line and grade called for on the contract drawings. Carefully place and compact bedding material to the elevation of the bottom of the pipe in layers not exceeding 8-inches in loose thickness. Compact bedding material at optimum water content to 90% relative compaction unless specified otherwise on the contract drawings. Compact by pneumatic tampers or other mechanical means. Jetting or ponding of bedding material will not be permitted.

3.5 WARNING TAPE

- A. Install in accordance with Section 33 10 00 – Water Utilities.

3.6 BACKFILLING

- A. Bring initial backfill up simultaneously on both sides of the pipe, to prevent any displacement of the pipe from its true alignment. Carefully place and compact initial backfill material to an elevation of 12-inches above the top of the pipe in layers not exceeding 12-inches in loose thickness. Compact bedding material at optimum water content to 90% relative compaction unless specified otherwise on the contract drawings. Compact by pneumatic tampers or other mechanical means. Jetting or ponding of initial backfill material will not be permitted.
- B. Bring subsequent backfill to subgrade or finish grade as indicated. Carefully place and compact subsequent backfill material to the proper elevation in layers not exceeding 12-inches in loose thickness. Compact bedding material at optimum water content to 95% relative compaction, unless specified otherwise on the contract drawings. Compact by pneumatic tampers or other mechanical means. Jetting or ponding of subsequent backfill material will not be permitted.
- C. Do not use compaction equipment or methods that produce horizontal or vertical earth pressures that may cause excessive pipe displacement or damage the pipe.
- D. Contractor shall comply with under utility backfill section of the geotechnical report.

3.7 CLEANUP

- A. Upon completion of utility earthwork all lines, manholes catch basins, inlets, water meter boxes and other structures shall be thoroughly cleaned of dirt, rubbish, debris, and obstructions of any kind to the satisfaction of the Owner.

**** END OF SECTION ****

SECTION 32 12 16 ASPHALT PAVING

PART 1 GENERAL

1.1 SUMMARY

- A. This section provides specifications for asphalt concrete pavement for prepared subgrade or aggregate base course.

1.2 REFERENCES

- A. State of California Department of Transportation Standard Specifications, latest edition (Caltrans Standard Specifications)
- B. Caltrans Standard Test Methods:
 - 1. Calif Test 202 - Sieve Analysis of Fine and Coarse Aggregates.
 - 2. Calif Test 304 - Preparation of Bituminous Mixtures for Testing.
 - 3. Calif Test 362 - Determining Asphalt Content in Bituminous Mixtures by Vacuum Extraction.
 - 4. Calif Test 375 - Determining the In-Place Density and Relative Compaction of AC Pavement.
 - 5. Calif Test 379 - Determining Asphalt Content in Bituminous Mixtures (Troxler Nuclear Gauge Model 3241).
- C. ASTM International (ASTM):
 - 1. D 1557-12 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³))
 - 2. D 1561 - Standard Practice for Preparation of Bituminous Mixture Test Specimens by Means of California Kneading Compactor.

1.3 SUBMITTALS

- A. Contractor shall submit product data showing that all paving materials conform to the requirements of this section, Caltrans Standard Specifications & Drawings and applicable requirements set forth in the City Standard Specifications & Drawings.
- B. Submittals shall be in accordance with Specification Section 01 33 00 – Submittal Procedures.
- C. Contractor shall submit the following information for review and approval by the Engineer:
 - 1. Mix Design as described in Section 39-2.01A(3)(b).
 - 2. Shop Drawings.

3. Product Data of proposed Materials:
 - (a) Aggregate Base
 - (b) Asphalt Binder
 4. Contractor shall submit copies of Quality Control testing laboratory reports verifying that the aggregate material conforms to the specified gradations or characteristics.
 5. Certificates of Compliance and Competence by the Contractor performing the work.
- D. Delivery & Storage
1. Asphalt pavement delivery:
 - (a) Transport the mixture from the mixing plant to the point of use in vehicles having tight bodies previously cleaned of all foreign materials.
 - (b) Treat bodies as necessary to prevent material from sticking to the bodies.
 - (c) Cover each load with canvas or other suitable material of sufficient size and thickness to protect the asphalt mixture from the weather.
- E. Project Conditions
1. Environmental requirements:
 - (a) Asphalt concrete:
 - (1) Place asphalt concrete only when surface is dry, when atmospheric temperature in the shade is 40 degrees Fahrenheit and rising, or above 50 degrees Fahrenheit if falling.
 - (2) Do not place asphalt concrete when weather is foggy or rainy nor when base on which material is to be placed is in wet or frozen conditions or when, in the opinion of the Engineer, weather conditions will prevent proper handling, finishing, compaction of the mixtures.

PART 2 PRODUCTS

2.1 ASPHALT CONCRETE MATERIALS

- A. All materials shall be in conformance with the following requirements of the latest Caltrans Standard Specification:

Material**Requirements**

Asphalt Aggregate

Section 39-2.02B(4), 3/4-inch Aggregate as specified in 39-2.02B(4)(b)

Asphalt Concrete

Section 39-2.02B(2), Type A Hot Mixed Asphalt (HMA)

Asphalt Binder

Section 92, PG 64-10

Tack coat

Asphalt Binder specified herein

- B. A minimum of 6 inches of aggregate base or as shown on the Drawings, whichever is thicker, will be placed below all new asphalt paving.

2.2 EQUIPMENT

- A. Spreading and compacting equipment shall comply with Section 39-2.01C(2)
- B. Tack Coat Application Equipment shall comply with Section 37-1.03B

PART 3 EXECUTION**3.1 EXAMINATION**

- A. Verification of conditions: Verify surfaces and site conditions are ready to receive work. If unsatisfactory conditions exist, do not commence installation until such conditions have been corrected. Beginning application means acceptance of existing conditions.

3.2 PREPARATION**A. Protection**

1. Protect concrete pavements and walks, curbs and bases, and other improvements adjacent to the operations with suitable materials.
2. Building and other surfaces shall be covered with paper or other protection, when required.
3. Contractor shall be responsible for any damage caused by Contractor's employees. All damage caused by the Contractor's operations shall be repaired to the satisfaction of the Engineer at no additional cost to City.

B. Asphalt Concrete Removal

1. All asphalt concrete pavement surface that has been removed, broken or damaged shall be completely re-paved in accordance with the requirements stated herein unless otherwise noted in the Contract Documents.
2. Existing pavement shall be saw cut and removed clean in accordance with City Standard Specifications & Drawings, and Caltrans Standard Specifications. The Contractor shall coordinate with the Engineer to determine the full extent of pavement restoration/removal.
3. All asphalt paving shall be cut to a neat, straight line and the exposed edge shall be tacked with emulsion prior to paving. The exposed base material shall

be graded, recompact, and resealed prior to paving. Reference the Contract Drawings or City Standard Specifications & Drawings for compaction requirements.

4. Removed asphalt shall be disposed from the work site at the Contractor's expense. Removed asphalt shall not be used as backfill material on-site.
5. Reclaimed asphalt material may be used on the Work site only with written approval from the City's Representative/Engineer. Reclaimed asphalt is asphalt that has been removed with a "grinding machine" and mixed with aggregate material to meet pre-approved requirements.

C. Preparation of Subgrade

1. Subgrade shall be prepared in accordance with the Contract Drawings.
2. Shape subgrade to line, grade, and cross section shown in the drawings.
3. Scarify subgrade to 6 inches depth below the finished subgrade elevation. Compact to 95 percent relative compaction.
4. Immediately prior to applying tack coat, or immediately prior to placing the asphalt pavement when tack coat is not required, the subgrade to receive asphalt pavement shall conform to the compaction requirement and elevation tolerances specified for the material involved and shall be cleaned to remove any loose or extraneous material.
5. If the asphalt pavement is placed on an existing base or pavement which was not constructed as part of the contract, the Contractor shall clean the surface by sweeping, flushing, or other means to remove all loose particles of paving, all dirt and all other extraneous material immediately before applying the tack coat.
6. The finished subgrade shall be within a tolerance of 0.05 of a foot of the grade and cross section shown and shall be smooth and free from irregularities and at the specified relative compaction.

D. Placement of Aggregate Base Course

1. Place aggregate base course to a minimum thickness as shown on the Contract Drawings. Compact to 95% relative compaction and install in accordance with Caltrans Standard Specification Section 26.

3.3 TACK COAT APPLICATION

- A. A tack coat of asphaltic binder shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which new asphalt concrete is to be placed, or as otherwise specified in this Section.
- B. Tack coat shall be applied in one application at a rate of 0.1 gallons per square yard of surface covered.
- C. Tack coat application rates for HMA shall be applied as shown in the table below.

HMA over:	Minimum Residual Rate for Asphalt Binder (gal/ sq yd)
New HMA (between layers)	0.02
Concrete pavement and existing asphalt concrete surfacing	0.03

- D. Apply tack coat on surfaces to receive finish pavement per Caltrans Standard Specifications 39-2.01C(3)(f). Apply tack to metal or concrete surfaces that will be in contact with the asphalt concrete paving.

3.4 ASPHALT PAVEMENT INSTALLATION

- A. Construction of asphalt pavement must comply with Caltrans Specification Section 39-2.02C.
- B. Segregation shall be avoided and the surfacing shall be free of pockets of coarse or fine material. Asphalt pavement containing hardened lumps shall not be used:
1. In areas inaccessible to paving and compacting equipment where spreading is done by hand, minimize the amount of segregation.
- C. Location of longitudinal joints in the top layer will be determined by the Engineer and shall not adversely affect the quality of the finished product.
- D. At all locations, or as directed by the Engineer, the asphalt concrete shall be square. Tapering or feathering is not allowed.

3.5 SURFACE TOLERANCE

- A. Finished grade shall not deviate more than 0.02 foot in elevation from the grade indicated in the drawings. Slopes shall not vary more than ¼ inch in 10 feet from the slopes shown in the drawings.

3.6 TRAFFIC AND PARKING LOT STRIPING AND MARKING PAINT APPLICATION (IF REQUIRED AND IF INDICATED ON THE DRAWINGS)

- A. Apply in accordance with Caltrans Standard Specification Section 84.

3.7 FIELD QUALITY CONTROL

- A. The Contractor shall control the quality of Work and shall provide adequate testing to assure compliance with these Specifications.
- B. See Section 39-2.02A(4)(e) for in place testing requirements for acceptance.
- C. Cracks, settling of surface, improper drainage, improper compaction, and sloppy connection to previously laid surfaces will be construed as improper workmanship and will not be accepted.

**** END OF SECTION ****

SECTION 33 10 00 WATER UTILITIES

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish all labor, material, equipment, tools, and incidentals necessary for water utilities work as shown on the drawings and as specified in this section including installation of coupling adapters, Fire Service Lateral, Post Indicator Valve, Backflow Preventer, Fire Hydrant, and Gate Valve. Section also includes installation, disinfection, and testing of all portions of the potable water transmission and distribution piping system, including any portion of the existing system that is introduced to a source of contamination during construction activities.

1.2 REFERENCES

- A. This section contains references to some or all of the following documents, most recent edition. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.
 - 1. American Association of State Highway and Transportation Officials (AASHTO)
 - 2. American National Standards Institute (ANSI)
 - 3. American Society of Mechanical Engineers (ASME)
 - 4. ASTM International (ASTM)
 - 5. American Water Works Association (AWWA)
 - 6. City of Milpitas Standard Specifications
 - 7. NSF/ANSI Standard 61 Drinking Water System Components (NSF 61)

1.3 RELATED SECTIONS

- A. Section 31 23 33 – Trenching and Backfilling.

1.4 RELATED DOCUMENTS

- A. ASTM:
 - 1. D 1785: Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.

2. D 2564: Standard Specifications for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems.

B. AWWA:

1. C219: Bolted Sleeve-Type Couplings for Plain-End Pipe.
2. C500: Metal-Seated Gate Valves for Water Supply Service.
3. C502: Dry-Barrel Fire Hydrants.
4. C503: Wet-Barrel Fire Hydrants.
5. C504: Rubber-Seated Butterfly Valves, 3 In. (75 mm) through 72 In. (1,800 mm).
6. C507: Ball Valves 6 In. through 60 In. (150 mm Through 1,500 mm).
7. C508: Swing-Check Valves for Waterworks Service, 2-In. Through 48-In. (50-mm Through 1200-mm) NPS.
8. C509: Resilient-Seated Gate Valves for Water Supply Service.
9. C511: Reduced-Pressure Principle Backflow Prevention Assembly.
10. C512: Air Release, Air/Vacuum, and Combination Air Valves for Water and Wastewater Service.
11. C550: Protective Interior Coatings for Valves and Hydrants.
12. C605: Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings.
13. C606: Grooved and Shouldered Joints.
14. C651: Disinfecting Water Mains.
15. C800: Underground Service Line Valves and Fittings.
16. C900: Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In. Through 60 In. (100mm Through 1,500 mm).
17. C901: Polyethylene (PE) Pressure Pipe and Tubing, ½ In. (13mm) Through 3 In. (76mm) for Water Service.
18. C905: Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 In. Through 48 In. (350 mm Through 1,200 mm) for Water Transmission and Distribution.

- 19. C906: Polyethylene (PE) Pressure Pipe and Fittings, 4 In. Through 65 In. (100 mm Through 1,650 mm), for Waterworks.
 - 20. C907: Injection-Molded Polyvinyl Chloride (PVC) Pressure Fittings, 4 In. Through 12 In. (100 mm Through 300 mm), for Water, Wastewater, and Reclaimed Water Service.
 - 21. M23: PVC Pipe – Design and Installation.
- C. City of Milpitas, Engineering Division, Standard Drawing and Standard Specification

1.5 DEFINITIONS

- A. AASHTO: American Association of State Highway and Transportation Officials.
- B. ASTM: American Society for Testing Materials.
- C. AWWA: American Waterworks Association
- D. DI: Ductile iron.
- E. DIP: Ductile iron pipe.
- F. FM: Factory Mutual.
- G. NFPA: National Fire Protection Association.
- H. NSF: National Sanitation Foundation.
- I. PCC: Portland cement concrete.
- J. PE: Polyethylene.
- K. PVC: Polyvinyl Chloride.
- L. UL: Underwriters Laboratory.

1.6 SYSTEM PERFORMANCE REQUIREMENTS

- A. Minimum Internal Pressures: As indicated on plans.
- B. External Load: Earth load indicated by depth of cover plus AASHTO H20 live load unless indicated otherwise.

1.7 SUBMITTALS

- A. Follow submittal procedures outlined in Section 00 72 13 – General Conditions.
- B. Submit in accordance with Section 01 33 00.

- C. Shop Drawings: Submit product data from the manufacturer on all materials and products proposed for use, review and approval by the City shall include, but not limited to, the following items:
1. Piping materials and fittings.
 2. Pipe couplings.
 3. Flexible pipe fittings.
 4. Restrained pipe fittings.
 5. High deflection fittings/ball joints.
 6. Expansion joints.
 7. Flexible expansion joints.
 8. Gate, Butterfly, Check, Air and vacuum relief, Blow-off, Pressure reducing and sustaining, and Ball valves.
 9. Fire hydrants.
 10. Precast valve boxes and box covers.
- D. Shop drawings: Include plans, elevations, details and attachments.
1. Precast and cast in-place vaults and covers.
 2. Wiring diagrams for alarm devices.
- E. Field test reports: Indicate and interpret test results for compliance with the Project requirements.
- F. Shop Drawings:
1. Layouts and Schematics: Submit certified drawings showing all details of pipe coupling adapters. The drawings shall include all details of construction, coupling size, adapter sizes, materials of construction, weld sizes, mounting dimensions, and overall space requirements.
 2. Submit materials list, catalog data, and cutsheets naming each product to be used, identified by manufacturer and type number.
- G. Manuals: The Contractor shall furnish manufacturer's installation, operation and maintenance manual, bulletins, and spare parts lists for each item.
- H. Affidavits and Certificates of Compliance:

1. Submit affidavits from the manufacturer for the following items, attesting that the products are manufactured and tested according to the specified standards:
 - I. All items that are submitted for use in potable water systems including, but not limited to, pipes, valves, linings, solvent cements, welding materials, gaskets and gasket lubricants shall (in accordance with section 64591 of the California Water Works Standards) be NSF 61 certified for use in potable water systems and must be in compliance with State of California Assembly Bill (AB) 1953 and contain less than 0.25 percent (0.25%) lead by average weight. Submit proof of NSF 61 and lead-free certifications for each item submitted.
 - J. Disinfection: The Contractor shall submit, disinfection schedule and procedures including:
 1. "Normal" disinfection procedure.
 2. Emergency disinfection procedure for mains and services which must be returned to service immediately.
 3. Disinfection schedule including number and type of services and length of disruption of service.
 4. Disinfecting agent(s).
 5. Method of disposal of chlorinated water.
 - K. Testing: The Contractor shall prepare and submit to the Engineer schedules and procedures for testing of all parts of the water main installed in accordance with these Contract Documents. The schedule shall be submitted seven days prior to any testing.

1.8 QUALITY ASSURANCE

- A. Comply with requirements of utility supplying water. Do not operate existing valves or tap existing piping without written permission and/or presence of utility company representative.
- B. Comply with the following requirements and standards:
 1. NSF 61: "Drinking Water System Components-Health Effects" for materials for potable water.
 2. NFPA 24: "Standard for the Installation of Private Fire Service Mains and Their Appurtenances" for materials, installations, tests, flushing, and valve and hydrant supervision.
 3. NFPA 70: "National Electric Code" for electrical connections between wiring and electrically operated devices.

- C. Provide listing/approval stamp, label, or other marking on piping and specialties made to a specified standard.

1.9 MATERIAL DELIVERY, STORAGE AND HANDLING

- A. Preparation for Transport: Prepare valves, including fire hydrants, according to the following:
 - 1. Ensure that valves are dry and internally protected against rust and corrosion.
 - 2. Protect valves against damage to threaded ends and flange faces.
 - 3. Set Valves in best position for handling. Set valves closed to prevent rattling.
- B. Deliver piping with factory-applied end-caps. Maintain end-caps through shipping, storage and handling to prevent pipe end damage and to prevent entrance of dirt, debris and moisture.
- C. Handling: Use slings to handle valves and fire hydrants whose size requires handling by crane or lift. Rig valves to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.
- D. During Storage: Use precautions for valves, including fire hydrants according to the following.
 - 1. Do not remove end protectors, unless necessary for inspection, then reinstall for storage.
 - 2. Protection from Weather: Store indoors and maintain temperature higher than ambient dew-point temperature. Store indoors and maintain temperature higher than ambient dew point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.
- E. Do not store plastic pipe and fittings in direct sunlight.
- F. Protect pipe, fittings, flanges, seals and specialties from moisture, dirt and damage.
- G. Protect linings and coatings from damage.
- H. Handle precast boxes, vaults and other precast structures according to manufacturer's written instructions.
- I. Protect imported bedding and backfill material from contamination by other materials.

1.10 COORDINATION

- A. Coordinate connection to existing water mains, shutdowns, testing, water main and lateral construction with the City's project inspector and engineer.
- B. Coordination with the Well Facility's utility connection.

1.11 SITE CONDITIONS

- A. Existing Utilities: Locations of existing pipelines, utilities and substructures shown on the Drawings are approximate. It shall be the Contractor's responsibility to contact all owners of lines and structures that may interfere with the work. Contact Underground Service Alert (1-800-642-2444) at least 48 hours before commencing work. It is the Contractors responsibility to pothole and locate existing utilities before construction is started to verify that no conflicts exist. It is the Contractors responsibility to notify the City of any conflicts with each location verified with horizontal and vertical information noted. If uncharted or incorrectly charted piping or other utilities are encountered during excavation, consult the City immediately. Cooperate with the City and utility agencies to keep services and facilities in operation. Repair damaged substructure to the satisfaction of the City at no additional cost. Do not interrupt existing utilities serving facilities occupied and used by others, except when permitted in writing by the City or private utility owner(s) and then only after acceptable temporary utility services have been provided.
- B. Conflicts: Do not prepare any shop drawings for, or make final order for, or design any pipe materials, structures, or swales for any particular section of work until utilities in that section of work have been exposed and until such time as no interferences are found between said existing utilities and the proposed improvement. If interferences are found, do not prepare any shop drawings for, or make final order for, or design any pipe materials, structures, or swales for that particular section of work until the alignment has been modified by the Engineer to eliminate such interferences.
- C. Protection: Ensure the safe passage of persons around the area of work. Conduct operations to prevent damage to adjacent buildings, structures, utilities, other facilities, and injury to persons. See Special Provisions for additional information regarding building access.
- D. Damage: Promptly repair damages caused to adjacent facilities by demolition operations at no cost to City.

PART 2 PRODUCTS

2.1 CONTRACTOR'S RESPONSIBILITY FOR MATERIAL

- A. The Contractor shall carefully examine all material for defects. Material which is known, or thought, to be defective shall not be installed.

- B. The Engineer reserves the right to inspect all material and to reject all defective material shipped to the job site or stored on the site. Failure of the Engineer to detect damaged material shall not relieve the Contractor from his total responsibility for the completed work if it leaks or breaks after installation. Lay all defective material aside for final inspection by the Engineer to determine if corrective repairs may be made, or if the material is to be rejected. The Engineer shall determine the extent of the repairs.
- C. Contractor to classify defective pipe prior to Engineer 's inspection as follows:
 - 1. Damage to interior and/or exterior paint seal coats.
 - 2. Damage to interior cement-mortar lining.
 - 3. Insufficient cement-mortar lining thickness.
 - 4. Poor quality interior paint seal coat.
 - 5. Pipe out of round.
 - 6. Damaged pipe barrel area to a point where pipe class thickness is reduced.
 - 7. Denting or gouges in plain end of pipe.
- D. The Contractor shall be responsible for all material, equipment, fixtures and devices furnished and such materials, equipment, fixtures and devices shall comply with the requirements and standards of all Federal, State and local laws, ordinances, codes, rules and regulations governing safety and health.
- E. The Contractor shall be solely responsible for the safe storage of all material furnished to or by him until it has been incorporated in the completed project and accepted by the Engineer.
- F. Pipe, fittings, valves, hydrants and accessories shall be loaded and unloaded by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against other pipe. Handling of this material is to be in accordance with AWWA C600 for ductile iron pipe and C605 for PVC pipe.
- G. Keep fittings and valves drained and stored before installation.

2.2 TRANSITION COUPLINGS

- A. General: For typical pipe joints, refer to the City of Milpitas Standard Specifications and Drawings. Other joint devices shall be furnished where called for on the Contract Documents.
- B. Unless otherwise indicated on the Contract Documents or directed by the City's Representative, transition couplings shall be restrained, bolted, sleeve-type steel

or ductile iron couplings conforming to AWWA C219 with fusion bonded epoxy (FBE) coating, and stainless steel hardware; designed and rated for use on the intended pipe materials and sizes. Couplings designed and rated for use as insulating couplings shall be used for insulated connections. Minimum body length for transition couplings shall be twelve inches (12"). Any new style transition coupling must be approved by the City prior to installation.

C. Transition Couplings and Flange Coupling Adaptors:

1. Sleeve Bolts: Type 304 stainless steel.
2. Pressure Rating: 250 psi minimum.
3. Performance: Longitudinal movement and angular deflection capabilities shall meet AWWA C219.
4. Flanged Coupling Adaptors: Match mating flanges. If required by connecting valves or other devices, provide flanges with inside diameter equal to nominal pipe diameter. Shall be restrained, rated for the two adjoining pipe materials. FBE coated. Stainless steel hardware. Minimum 4.0 degrees of allowable joint deflection at each connection.
5. Manufacturers:
 - (a) Romac
 - (b) EBAA Iron
 - (c) Dresser
 - (d) Baker
 - (e) Or approved equal.

D. Gaskets: SBR rubber.

E. Fusion Epoxy Coating: Materials and application shall be in accordance with AWWA C213, except application shall be by fluid bed method only unless the greatest dimension of the article to be coated exceeds 10 feet, in which case electrostatic spray method may be used.

2.3 POLYVINYL CHLORIDE WATER PIPE

- A. No fusible PVC pipe allowed.
- B. Pipe: Polyvinyl chloride pressure pipe, cast iron pipe outside dimensions. Pipe shall be UL listed or Factory Mutual Approved.
1. 4-inch through 16-inch: AWWA C900-22.

- C. Pressure Class 305, DR 14.
- D. Pipe joints: Bell and spigot (push-on) gasketed.
- E. Gaskets: As supplied by manufacturer for PVC pipe in compliance with ASTM F477.

2.4 FITTINGS

- A. Standard fittings shall be ductile iron conforming to ANSI/AWWA C110/A21.10.
- B. Working Pressures: Fittings shall be pressure class 250 psi.
- C. The fittings shall be coated with a bituminous coating in accordance with ANSI/AWWA C110/A21.10 and lined inside with cement mortar and seal coated in accordance with ANSI/AWWA C104/A21.4.
- D. All fittings shall be covered by two coats of 15 mil mastic and encased with two wraps of 8 mil polywrap and 10 mils polywrap tape.
- E. Mechanical joints including accessories shall conform to ANSI/AWWA C111/A21.11.
- F. Flanged joints shall meet the requirements of ANSI/AWWA C115/A21.15 or ANSI B16.1. Flanged joints shall not be used in underground installations except where shown on the Contract Drawings.
- G. All flanged joints shall be furnished with a minimum 1/8-inch, thick red rubber or styrene butadiene full face rubber gasket. The bolts shall have American Standard heavy unfinished hexagonal head and nut dimensions all as specified in ANSI B18.2. For bolts of 1-3/4-inches in diameter and larger, bolt studs with a nut on each end are recommended. Material for bolts and nuts within structures shall conform to ASTM A107. Material for flange bolts and nuts which will be buried shall be ASTM A304 stainless steel, Grade B, with a minimum yield strength of 35,000 psi. Stainless steel bolts shall be furnished with grade stamp and markings.
- H. Each fitting shall have marked plainly:
 - 1. Pipe Class
 - 2. Date of Manufacture
 - 3. Manufacturer's name or trademark
 - 4. On bends, the angle turned thereby
 - 5. Manufacturer's identification number

2.5 RETAINING GLANDS

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- A. All retaining glands for connection to PVC pipe shall be Series 2000PV Megalug gland as manufactured by EBBA Iron; equivalent by Uni-Flange; or approved equal. Pressure ratings shall be 250 psi.

2.6 LARGE-SIZE SERVICE AND DISTRIBUTION PIPES

- A. PVC Pipe: Sizes 4-inch through 48-inch.

1. No fusible PVC pipe allowed
2. Pipe:
 - (a) 4-inch through 12-inch: AWWA C900.
3. Fittings: DI conforming to 2.02 above.
4. Pressure Class 305, DR 14
5. Unrestrained Joints:
 - (a) Push-On Bell and Spigot Joint: AWWA C900.
6. Gaskets: As supplied by manufacturer for PVC in compliance with ASTN F477.
7. Restrained Joints:
 - (a) Push-On Bell and Spigot Joint: Harness assembly as manufactured by Ebba Iron (Eastland, Tx) (Tel. 800-433-1716) or approved equal.
 - (b) Plain End PVC to DI Mechanical Joint: Ebba Iron (Eastland, Tx) (Tel. 800-433-1716) or approved equal.
8. Steel or Ductile Iron Couplings:
 - (a) Plain End Pipe to Plain End Pipe: Ductile iron or steel bolted couplings, manufacturer's shop coating with low alloy steel bolts and nuts. Steel couplings to conform to AWWA C219. Smith-Blair, Inc, (Texarkana, AR) (Tel. 501-773-5127), Dresser (Bradford, PA) (Tel.-814-368-3131) or approved equal.
 - (b) Plain End Pipe to DI or Steel Flanged Pipe: Ductile iron or steel bolted flanged coupling adapters, manufacturer's shop coating with low alloy steel bolts and nuts. Steel flanged couplings to conform to AWWA C219. Smith-Blair, Inc, (Texarkana, AR) (Tel. 501-773-5127), Dresser (Bradford, PA) (Tel.-814-368-3131) or approved equal.

9. PVC Couplings

- (a) Unrestrained Plain End to Plain End Pipe: AWWA C900, as manufactured by CertainTeed (Valley Forge, PA) (Tel. 610 341-6820) or approved equal.
- (b) Restrained Plain End to Plain End Pipe: AWWA C900, "Certa-Lock" as manufactured by CertainTeed (Valley Forge, PA) (Tel. 610 341-6820) or approved equal.

2.7 HIGH DEFLECTION FITTINGS/BALL JOINTS

- A. Plain End Pipe: Xtra Flex Restrained Joint High Deflection Fittings, 4-inch through 24-inch, U. S. Pipe, (Birmingham, AL) (Tel. 205-254-7442) or approved equal.
- B. Mechanical or Flanged Joint: Flex 900, 4-inch through 12-inch, Ebaa Iron Sales, (Eastland, TX) (Tel. 800-433-1716) or approved equal.

2.8 EXPANSION JOINTS

- A. TR Flex Joints: TR Flex Telescoping Sleeve, 4-inch through 64 inch, U. S. Pipe, (Birmingham, AL) (Tel. 205-254-7442).
- B. Mechanical or Flanged Joint: Ex-Tend 200, 4-inch through 36-inch, EBAA Iron Sales, (Eastland, TX) (Tel. 800-433-1716) or approved equal.

2.9 FLEXIBLE EXPANSION JOINTS

- A. Plain End to Plain End Pipe: "Xtra Flex," sizes 4-inch through 24-inch, U. S. Pipe, (Birmingham AL) (Tel. 205-254-7442) or equal.
- B. Flanged or mechanical Joint: "Flex-Tend," sizes 3-inch through 48-inch, Ebaa Iron (Eastland TX) (Tel. 800-433-1716) or equal.
- C. Flanged Joint: Starflex, Series 500, Star Pipe Products, (Tel. 800-999-3009) or equal.

2.10 SERVICE CONNECTIONS AND WATER METERS

- A. Water services (2-inch or smaller) shall conform to City Standard Drawing No. 722, 723, 724 or 726 as shown per the Contract Drawings.
- B. The letter "W" shall be stamped or chiseled on the face of curb directly over the point where the service crosses the curb line.

2.11 FIRE HYDRANTS

- A. Fire hydrants shall be Clow 960 series or approved equal per City Standard Drawing No. 742, as shown per the Contract Drawings.

- B. Top of fire hydrant bury shall include a breakaway check valve, below the break off riser. Breakaway check valve shall be Clow model LBI 400A or approved equal.
- C. The two and one-half inch (2-1/2") outlet shall have National Standard Hose Threads. The steamer outlet shall be four inches (4") and shall have California Standard Hose Threads.
- D. Fire hydrants shall be given three (3) coats of yellow enamel, in compliance with Federal Color Specification TT-C-595, Color No. 1305. Paint shall be heavy duty synthetic plastic industrial enamel.

2.12 FIRE HYDRANTS

- A. Wet Barrel: AWWA C503, details as indicated.
- B. Dry Barrel: AWWA C502, details as indicated.

2.13 REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER

- A. Provide as indicated and as required by State or local agency.
- B. General: AWWA C511, with OS gate valve on inlet and outlet, and strainer on inlet. Include test cocks and pressure-differential relief valve with ASME A112.1.2 air gap fitting located between 2 positive-seating check valves for continuous-pressure application.
- C. Body:
 - 1. 2-Inch and Smaller: Bronze with threaded ends.
 - 2. 2-1/2-Inch and Larger: Bronze, cast iron steel, or stainless steel with flanged ends.
- D. Interior Lining: AWWA C550, epoxy coating for cast iron or steel bodies.
- E. Interior Components: Corrosion-resistant materials.
- F. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Project include, but are not limited to, the following:
 - 1. Cla-Val Company (Newport Beach, CA) (Tel. 714-548-2201).
 - 2. Ames Company (Woodland, CA) (Tel. 916-666-2493).
 - 3. Febco, CMB Industries, Inc. (Fresno, CA) (Tel. 559-252-0791).
 - 4. Hersey Products, Inc. (Dedham, MA) (Tel. 617-326-9400).

2.14 DOUBLE CHECK DETECTOR ASSEMBLY

- A. FM approved or UL listed, with OS&Y gate valve on inlet and outlet, and strainer on inlet. Include two positive-seating check valves and test cocks, and bypass with displacement-type water meter, valves, and double-check backflow preventer, for continuous pressure application.
- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Project include, but are not limited to, the following:
 - 1. Cla-Val Company (Newport Beach, CA) (Tel. 714-548-2201).
 - 2. Ames Company (Woodland, CA) (Tel. 916-666-2493).
 - 3. Febco, CMB Industries, Inc. (Fresno, CA) (Tel. 559-252-0791).
 - 4. Hersey Products, Inc. (Dedham, MA) (Tel. 617-326-9400).

2.15 POST INDICATOR VALVE

- A. General: UL 789, FM approved, vertical-type, cast-iron body with operating wrench extension rod, and adjustable cast-iron barrel of length required for depth of bury of valve. Review fire department connection with agency having jurisdiction. Check hose threads and all sizes with fire department.
- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Project include, but are not limited to, the following:
 - 1. Mueller Co. (Decatur, IL) (Tel. 800-423-1323).
 - 2. Clow Corporation (Oskaloosa, IA).

2.16 FIRE DEPARTMENT CONNECTION

- A. Exposed, Freestanding Fire Department Connection: UL 405, cast brass body with threaded inlets according to NFPA 1963 and matching local fire department hose threads and threaded bottom outlet. Include lugged caps, gaskets and chains; lugged swivel connections and drop clapper for each hose-connection inlet; 18-inch high brass sleeve; and round escutcheon plate. Four 2-1/2-inch NPS inlets and 4-inch NPS outlet.

2.17 GATE VALVES

- A. All valves shall be the product of one manufacturer.
 - 1. All gate valves shall be non-rising stem, resilient edge valves with a 2-inch square operating nut that conform to the requirements of AWWA C509 and Mueller A-2360-20 or -38, or approved equal.

- B. All valves shall be furnished with control assembly and operators, as specified herein or as shown on the Contract Documents.
- C. All valve stem operators shall open by turning the valve stem counter-clockwise.
- D. Valve sizes are nominal inside diameter unless otherwise noted.
- E. All materials delivered to the project site shall be new, free from defects, and marked to identify the material, class, and other appropriate data.
- F. End Connections:
 - 1. Provide the type of end connections for valves as required in the Contract Drawings.
 - 2. Comply with the following standards:
 - (a) Flanged: ASME B16.1, Class 150 unless otherwise noted or AWWA C207.
 - (b) Bell and spigot or mechanical (gland) type: AWWA/ANSI C111/A21.11
- G. Bolts, Nuts, and Hardware: Unless specified otherwise herein, flange bolts and nuts, coupling bolts and nuts, tie rods, and other hardware shall be as follows:
 - 1. Exposed: Type 316 stainless steel, minimum tensile strength: 60,000 psi.
 - 2. Buried: Type 316 stainless steel, minimum tensile strength: 60,000 psi.
 - 3. Type 316 stainless steel bolts and nuts hardware shall be used one time per application. Reusing Type 316 stainless steel hardware will not be permitted.
 - 4. Mechanical joint hardware shall be high strength, low alloy steel.
 - 5. Apply an anti-seize compound to all bolt threads.
 - 6. All bolts shall be torqued to manufacturer's recommendations.
- H. Gaskets: shall be one-eighth (1/8) inch thick, full-faced type, made of EPDM.
- I. Fusion Epoxy Coating: Materials and application shall be in accordance with AWWA C213, except application shall be by fluid bed method only unless the greatest dimension of the article to be coated exceeds ten (10) feet, in which case electrostatic spray method may be used.

2.18 VALVE BOXES

- A. Valve boxes shall be specified as defined in the City of Milpitas Standard Specifications and Drawings.

2.19 TRACER WIRE

- A. General: Minimum #12 AWG stranded copper wire with blue THW, THWN, or THHN rated insulation.
- B. Place metallic tracing wire on all non-metallic water lines per City Standard Drawing No. 752 as shown per Contract drawings.

2.20 WARNING TAPE

- A. General: Non-detectable 3-inch warning tape made of solid blue film with continuously printed black-letter message reading "CAUTION—WATER LINE BURIED BELOW."

2.21 MATERIAL FOR FACILITY ABANDONMENT

- A. CLSM for abandonments shall be 1 ½ - 90 pound sack of Portland Cement per cubic yard of sand slurry. CLSM shall have an unconfined compressive strength of 100 psi or less.

2.22 CORROSION PROTECTION

- A. Corrosion protection shall meet the requirements of these specifications and the special provisions and/or drawings. Where corrosion protection requirements for ferrous metal directly buried has not been specifically required on the plans or specified in detail, a mastic or tape coating shall be applied per manufacturer's recommendation. The determination of the type of coating to be applied in each instance shall be made by the Engineer.
- B. Ferrous metal items to be protected shall include, but not be limited to, valves, fittings, service lines, reinforcing steel anchor rods, flexible couplings, bolts, and nuts, flanges, saddles, tapping sleeves, hydrant buries, and plugged end and blow off assemblies.
- C. Mastic and tape coated ferrous metal shall also be protected with polywrap, as detailed below.
- D. All copper and brass parts (for example: water service lines) shall be isolated from contact with steel and cast iron mains by installation of an insulating bushing, coupling, union or flange. Copper piping or any copper or brass part shall not be permitted to contact steel or cast iron pipe at any point. If contact is unavoidable, the copper or brass part shall be mastic or tape coated.
- E. All cast iron, steel or other ferrous metal shall be insulated from any concrete structure, such as footings, anchor blocks, encasements or structure walls using mastic, tape coating or other specified coating system extending 6 inches beyond the concrete.

- F. All coatings shall be continuous and unbroken, pinhole and holiday free (continuous internal lining through the joint). Apply protective coatings over a properly prepared surface.
- G. All hardware (including but not limited to bolts, nuts, and washers) shall be stainless steel.
- H. All exposed steel, buried steel lugs, rods, brackets and flanged joint bolts and nuts shall be given two (2) coats of mastic coating, prior to backfilling.
- I. Mastic Coating: This protective coating is a coal tar synthetic resin solvent release, cold applied coating. The mastic coating may be applied with spray equipment or by hand with brush or rubber gloves. A two coat system shall be applied. The metal surfaces shall first be cleaned of all loose scale, dirt and other foreign matter. No primer is required before application. Each coat shall be applied to produce a minimum wet film thickness of 15 mils with a minimum of two hours allowed between application of coatings. The second coat shall be allowed to dry a minimum of three hours before the backfilling operation begins.
- J. Tape Coating: Apply tape coating over a clean surface (no loose rust, scale, dirt, oil or grease). Apply two layers, each layer lapped 1/2 inch, or half lapped if the tape is less than one inch wide. Apply the tape immediately on the wet primer and pull tight enough to conform to the surface being coated. Tape coating shall be Protecto Wrap No. 200, 46 mils thickness applied with Protecto Wrap No. 1170 primer, or approved equal.
- K. Polywrap: Polyethylene protective wrapping shall consist of two wraps of 8 mils thick sheets and 10 mils polywrap tape. The material shall be wrapped completely and the edges shall extend 6" beyond area to be protected. The edges shall be secured with 10 mils thick, one inch wide Scotchwrap as manufactured by Minnesota Mining and Manufacturing Co., or approved equal.
- L. Coal Tar Epoxy Coating System: This coating system is a cold-applied catalyzed-epoxy coating modified by combining coal tar pitch with the epoxy resin, plus solvents and pigments. The coating material shall be "Target" (manufactured by Pittsburgh Coke and Chemical Company) or approved equal. Application and testing methods shall be as recommended by manufacturer.
- M. Electrolysis station construction shall be in accordance with City Standard Drawing No. 702

2.23 DISINFECTION

- A. The Contractor shall furnish all material and equipment as needed to complete the disinfection of all pipelines.
- B. All materials and equipment shall be in accordance with AWWA C651 and AWWA B300.

2.24 TESTING

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- A. The Contractor shall furnish all labor, materials and equipment for performing these tests in the presence of the Engineer, including pump, pipe connections, calibrated pressure gauges, test bulkheads, filling, draining, and air release connections and valves.

PART 3 EXECUTION

3.1 ADAPTERS INSTALLATION

- A. Install per manufacturer instructions shown on Drawings and where required for ease of installation or removal or pipe, subject to approval of Engineer.
- B. Use transition couplings to connect pipes with small differences in outside diameter.

3.2 ADAPTERS QUALITY CONTROL

- A. Factory Quality Control: The manufacturer shall test all products as required herein and by the reference specifications.
- B. The Contractor shall:
 - 1. Perform leakage tests.
 - 2. Be responsible for the costs of additional inspection and retesting by the City resulting from non-compliance.

3.3 INSTALLATION – GENERAL REQUIREMENTS

- A. All pipe shall be laid true to line and grade as specified on the plans, or as directed by the Engineer to pass existing obstructions. Before any length of pipe is laid, it shall be carefully inspected for damage or defects. No pipe, or other material, which shows damage or defects shall be placed. Fittings, valves and hydrants shall be at the required locations with joints centered, spigots home and all valve and hydrant stems plumb and otherwise in strict accordance with the City Standard Specifications for Water Mains and Services.
- B. All ferrous metal items shall be protected from corrosion and polyethylene encased as detailed in the City Standard Specifications for Water Mains and Services and as shown in these and Contract Plans.
- C. No deviation shall be made from the required alignment, depth or grade except with the written consent of the Engineer.
- D. A pipe shall be laid to the depth specified. The depth shall be measured from the final surface grade to the top of the pipe barrel. The minimum pipe cover shall be as shown on the Drawings or as specified in the Specifications.
- E. Pipes, valves and fittings must be carefully wiped out and cleaned, as they are being laid so that no earth or rubbish may become lodged inside and this

material shall be kept clean until the acceptance of the completed work. All ends, fittings or other openings shall be plugged to prevent entry of any foreign matter or water during construction.

- F. Pipe shall be laid with the bell ends facing the direction of laying, except when reverse laying is specifically authorized by the Engineer. Maximum pipe laying length shall be 20 feet. Exercise care to ensure that each length abuts against the next in such manner that no shoulder or unevenness of any kind occurs in the pipe line.
- G. No wedging or blockig is permitted in laying pipe unless otherwise noted or by written order of the Engineer.
- H. Pipe shall be protected from lateral displacement by placing the specified pipe embedment material. Under no circumstances shall pipe be laid in water, and no pipe shall be laid under unsuitable weather or trench conditions. Before joints are made, bed each section of pipe the full length of the barrel with recesses excavated so pipe invert forms continuous grade with invert of pipe previously laid. Do not bring succeeding pipe into position until the preceding length is embedded and securely in place.
- I. Dig bell holes sufficiently large to permit proper joint making and to ensure pipe is firmly bedded full length of its barrel.
- J. Walking or working on completed pipeline, except as necessary in tamping and back-filling, is not permitted until trench is backfilled one-foot depth over top of pipes.
- K. Take up and relay pipe that is out of alignment or grade, or pipe having disturbed joints after laying.
- L. Take up and replace with new, such in-place pipe sections found t be defective. Replacement work at Contractor's expense.
- M. Take necessary precautions to prevent the floating of the pipeline by the accumulation of water in the trench, or the collapse of the pipeline from any cause. Place enough backfill over the center sections of the pipe to prevent floating. Should floating or collapse occur, restoration will be at the Contractor's expense.
- N. Bedding materials for the pipe bedding shall be as detailed in City Standard Drawing No. 220 as shown per the Contract Drawings.
- O. Take every precaution to prevent foreign material from entering the pipe while it is being placed. During laying operations, do not place debris, tools, clothing, or other materials in the pipe.
- P. Carry out the cutting of pipe only with equipment specifically designed for that purpose such as an abrasive wheel, rotary wheel cutter, a guillotine pipe saw or a milling wheel saw. The use of chisels or hand saws will not be permitted. Cut

ends and rough edges should be ground smooth and for push-on connections, the cut end should be beveled slightly.

- Q. In distributing material at the site of the work, each piece shall be unloaded opposite or near the place where it is to be laid in the trench.
- R. If the pipe is to be strung out, it shall be done so in a straight line or in a line conforming to the curvature of the street. Each length of pipe shall be adequately blocked to prevent movement. Stockpiled pipe shall be adequately blocked to prevent movement. No pipe, material, or any other object shall be placed on private property, obstruct walkways or driveways, or in any manners interfere with the normal flow of traffic.
- S. Special care shall be exercised, during handling temporary storage or construction to avoid damage to the bells, spigots or flanged ends. If damaged pipe cannot be repaired to the Engineer's satisfaction, it shall be replaced at the Contractor's expense.
- T. The Contractor shall remove all existing pipe, fittings, valves, pipe supports and blocking and all other items necessary to provide space for making connections to existing pipe and installing all piping which is to be done under this contract.
- U. The Contractor shall be responsible for maintaining the minimum required distance between the water line and other utility lines in strict accordance with all Federal, State and local requirements and all right-of-way limitations.
- V. Deflections will be permitted up to 75% of the maximum allowed by the manufacturer's recommendations.
- W. Where shown on the Drawings, the Contractor shall furnish air relief valve assemblies in accordance with the details shown on the Contract Drawings. Particular care shall be exercised to ensure that no high points are established where air can accumulate. In the event that unforeseen field conditions necessitate a change in the pipe profile and, in the opinion of the Engineer, the resulting change requires the installation of an air release valve and manhole, the Contractor shall obtain written approval of the Engineer to install the same as extra work to the Contract. If the Contractor requests a change in the pipe profile solely for ease of construction, and the requested change requires the installation of an air release valve and manhole as determined by the Engineer, then the cost of furnishing and installing the air release valve and manhole will be at the expense of the Contractor.
- X. Rubber ring joints shall be installed in complete compliance with the recommendations of the manufacturer.
- Y. Place metallic tracing wire on all non-metallic water lines per City Standard Drawing No. 752.

3.4 PIPE INSTALLATION

- A. General: Install pipe, fittings, and appurtenances utilizing best practices, manufacturer's instructions, and in accordance with the following:
 - 1. DIP: AWWA M41 and A WWA C600.
 - 2. PVC pipe: AWWA M23 and AWWA C605.
 - 3. Steel Pipe: AWWA M11.
- B. Pipe Depth and Trench Configuration: Conform to elevations, profiles and typical trench section(s) indicated on the Drawings.
 - 1. Water Main greater 6" shall have minimum 48" from Finish Surface.
 - 2. Water Main less 6" shall have minimum 36" from Finish Surface.
- C. Excavation, Bedding, Backfill, and Compaction:
 - 1. Refer to:
 - (a) Section 31 23 33 – Trenching and Backfilling
 - (b) City Standard Drawing No. 220 and 222
 - (c) Geotechnical Exploration by Engeo dated October 7, 2019
- D. Handling: Carefully handle during loading, hauling, unloading and placing operations to avoid breakage or damage. Use strap type slings for lifting and placing; no chains or hooks will be permitted. Comply with manufacturer's recommendations.
- E. Laying: Before lowering pipe into the trench, remove all stakes, debris, loose rock and other hard materials from the bottom of the trench. Lay accurately in conformance with lines and grades indicated. Lay pipe on a bed of bedding material specified and prepared by handwork, dug true to grade. Furnish firm bearing for pipe throughout it's entire length with bell holes provided at the ends of each pipe length of sufficient size to permit making up the particular type of joint being used. Adjust pipe to line and grade by scraping away or filling and tamping material under the body of the pipe for the entire pipe length and not by blocking or wedging. After final positioning, hold pipe in place in trench with backfill material placed equally on both sides of the pipe at as many locations as required to hold the pipe section in place.
- F. Curved Alignment: When necessary to conform to the alignment specifically indicated, lay pipe on a curved alignment by means of asymmetrical closure of joints or bending of the pipe barrel. If necessary, use shorter than the standard lengths of pipe to achieve curvature specified. Do not exceed the recommendations of the pipe manufacture for deflections at the joints or pipe bending.

- G. Closure: Close open ends of pipes and appurtenance openings at the end of each days work or when work is not in progress.

3.5 EXCAVATION

- A. Excavations shall be done in accordance with City Standard Drawing No. 220 as shown per the Contract Drawings.
- B. Trenches shall be excavated, either by hand or by machine. All trenches shall be excavated vertically and shall be of open construction. Tunneling will not be permitted, except where permission is given by the Engineer and the domensions and methods of construction and backfilling have been definitely approved by the Engineer.
- C. All trenches shall be of sufficient width to provide free working space on each side of the pipe, but in no case shall it be wider than 1-1/2 times diameter + 12", except that 6-inch pipe may be laid in a 2-foot tench. Where bracing and shoring is necessary, an additional width, as directed by the Engineer, will be allowed. In all cases, there shall be a 6" space between pipie and the sides of the trench to allow for backfill and compaction around the pipe.
- D. If any trench is excavated below the bottom grade as required by the plans, it shall be refilled to grade, at the Contractor's expense for all labor and material, with approved bedding material.
- E. Material excavated in streets or roadways shall be laid alongside of the trench and kept trimmed up so as to cause as little inconvenience as possible to public travel.
- F. At street crossings, or w here existing diveways occur on a street, the Contractor shall make provisions for ditch crossings at these points, either by means of backfill or temporary bridges as the Engineer may direct.
- G. Free access must be provided to all fire hydrants, water gate valves, and private drives and means shall be provided whereby all storm and waste water can flow uninterrupted.

3.6 BRACING AND SHORING

- A. Bracing and shoring shall be done in accordance with Federal, State, and Local laws and codes, the contract documents, Section E-11, and Article 18 – 00 72 13 of these Technical Provisions.

3.7 REMOVAL OF WATER AND/OR UNSTABLE MATERIAL FROM TRENCH

- A. Removal of water and/or unstable material from trenches shall be done in accordance with Section E-07 of these Technical Provisions and City Standard Drawing No. 220 as per the Contract Documents.

3.8 CONSTRUCTION METHODS TO AVOID CONTAMINATION

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- A. Heavy particulates generally contain bacteria and prevent even very high chlorine concentrations from contacting and killing such organisms. It is essential that the procedures of this section be observed to assure that a water main and its appurtenances are thoroughly clean for the final disinfection by chlorination.
- B. Precautions shall be taken to protect the interiors of pipes, fittings, and valves against contamination. Pipe delivered for construction shall be strung so as to minimize entrance of foreign material. All openings in the pipeline shall be closed with watertight plugs when pipe laying is stopped at the close of the day's work or for other reasons, such as rest breaks or meal periods. Rodent-proof plugs may be used where it is determined that watertight plugs are not practical and where thorough cleaning will be performed.
- C. Delay in placement of delivered pipe invites contamination. The more closely the rate of delivery is correlated to the rate of pipe laying, the less likelihood of contamination.
- D. Joints of all pipe in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.
- E. No contaminated material or any material capable of supporting prolific growth of microorganisms shall be used for sealing joints. Sealing material or gaskets shall be handled in a manner that avoids contamination. The lubricant used in the installation of sealing gaskets shall be suitable for use in potable water. It shall be delivered to the job in closed containers and shall be kept clean.
- F. If it is not possible to keep the pipe and fittings dry during installation, every effort shall be made to assure that any of the water that may enter the pipe joint spaces contains an available chlorine concentration of approximately 25 mg/L. This may be accomplished by adding calcium hypochlorite granules or tablets to each length of pipe before it is lowered into a wet trench, or by treating the trench water with hypochlorite tablets.
- G. If the main is flooded during construction, it shall be cleared of the flood water by draining and flushing with potable water until the main is clean. The section exposed to the flood water shall then be filled with a chlorinated potable water that, at the end of a 24 hour holding period, will have a free chlorine residual of not less than 25 mg/L. The chlorinated water may then be drained or flushed from the main.

3.9 THRUST RESTRAINT

- A. Provide all plugs, caps, tees, and bends (both horizontal and vertical) with concrete reaction backings. Tie rods and/or restrained joint pipe shall be provided where indicated on the Contract Drawings. Thrust blocks and anchor blocks shall conform to City Standard Drawings 702, 704, 706 and 742 as detailed on the Contract Drawings or as directed by the Engineer. Valves shall be provided with concrete encasement or joint restraint as detailed on the Contract Drawings.

- B. Temporary thrust restraint at temporary caps or plugs shall be the responsibility of the Contractor. Submit details of temporary restraint to the Engineer for approval.

3.10 CONNECTING TO EXISTING PIPELINES

- A. General: The new pipeline shall be connected to existing pipelines as indicated on the Contract Drawings, these Technical provisions, and City Standard Drawing No. 754. Connections shall be made by the Contractor only after inspector's approval of complete and satisfactory preparation for such work. The water released by cutting or opening existing pipelines shall be removed and the excavation kept dry at all times.
- B. Where existing mains are provided with fittings for the purpose of connecting to the new main, the Contractor shall remove the plugs or bulkheads, clean the ends, prepare them for connection to the new main, and make the new joints. Where existing mains are not provided with fittings for the purpose of connecting to the existing main which is to be abandoned, the Contractor shall remove the required amount of existing main and make the connection by means of fittings and sections of pipe, as shown on the drawings or as directed by the Engineer.
- C. Shutdowns of existing in-service pipelines will be made as required to complete pipeline connections. A shutdown shall be for as short a period as possible and will be scheduled at such a time during a regular working day that interference with the use of water by the City's customers will be minimized, except as provided below. While an existing pipeline is shut down, the connection work shall be performed without interruption, continuing after regular working hours if necessary, until completed.
- D. Prevention of Contamination: All waterline components, including stubs, shall be provided with a permanent capped-physical separation. Specifically, all water main stubs shall be capped per Standard Drawing No. 706.
- E. Control of Shutdowns: In all cases, shutdowns will be made in cooperation with and under the direction of the Engineer. The City will close all valves in making a shutdown and open all valves in restoring pressure to an existing main. Coordinate with Public Works Inspector in advance to schedule City's work. All valves required for initiating pressure in the new installation shall be under the direct supervision of the Engineer.
- F. Schedule: The schedule of shutdown and connection operations shall be agreed to jointly between the Contractor and the Engineer. The schedule shall be subject to adjustment by the Engineer as necessary to maintain water service to the customers of the City.
- G. Advance Notice: The Contractor shall give the Engineer two week written notice before any connection operations are to be performed so that advance preparation on the part of the City can be made.

3.11 PRESSURE AND LEAKAGE TEST

Fire Station 1 Site Improvements
No. 3465 & 7100

A. General

1. After the pipe has been laid, thrust backing cured (min. 5 days) and the trench completely or partially backfilled, the entire pipeline, or any section thereof, shall be subjected to hydrostatic pressure and leak tests in accordance with ANSI/AWWA C600, Section 5.2 Hydrostatic Testing.
2. Test pressure to be 225 pounds per square inch, measured at the lowest point in the section of pipe line undergoing test.

B. Filling and Testing

1. Perform leakage tests on all pipe installed in this project. Furnish all equipment, material, personnel, test media and supplies to perform the tests and make all taps and other necessary temporary connections. The test pressure, allowable leakage and test medium shall be as specified. Perform leakage tests on all piping at a time agreed upon and in the presence of the City.
2. The completed section of the line shall be slowly filled with water with adequate provision for the release of air in the test section. When the line has been completely filled with water, a test pump of adequate capacity shall be attached to the line and operated to provide the specified test pressure. Water from a container of known capacity shall then be supplied to the line through the test pump to maintain this pressure during the test period. Maximum allowable leakage shall be as specified in AWWA C600.
3. Newly constructed pipe shall be isolated from existing pipe and shall satisfactorily pass the tests specified herein prior to connection of that pipe to any existing piping or valves.
4. Measurement of leakage shall not be attempted until all trapped air has been vented and a constant test pressure has been established. After the pressure has stabilized, piping leakage shall be measured with a suitable water meter installed in the pressure piping on the discharge side of the force pump.

C. Perform the leakage test for buried piping after all pipe is installed and backfilled.

D. It is the responsibility of the Contractor to block off or remove equipment, valves, gauges, etc., which are not designed to withstand the full test pressure.

E. Provide pipe taps, nozzles and connections as necessary in piping to permit testing, addition of test media, and draining lines and disposal of water, as is necessary. Plug these openings in a manner favorably reviewed by the Engineer after use. Provide all required temporary bulkheads.

F. If leakage exceeds the allowable, repair or replace the installation and repeat leakage tests as necessary until conformance to the leakage test requirements

specified herein have been fulfilled. All visible leaks shall be repaired even if the pipeline passes the allowable leakage test. All costs of repairs and retests shall be borne by the Contractor.

- G. Keep records of each piping test, including:
1. Description and identification of piping tested.
 2. Test pressure.
 3. Date of test.
 4. Witnessing by Contractor and City.
 5. Test evaluation.
 - (a) Method: AWWA C600, as modified herein.
 - (b) Duration: Two hours.
 - (c) Medium: Potable water.
 - (d) Allowable Leakage: Leakage shall be defined as the quantity of test medium that must be added to the section of pipeline being tested to maintain the specified test pressure for the specified test duration. Maximum allowable leakage shall be as specified in AWWA C600.
 6. Remarks, to include such items as:
 - (a) Leaks (type, location).
 - (b) Repairs made on leaks.
 - (c) Submit test reports to the City.
- H. Where not shown on the Contract Drawings, the Contractor may install corporation stops with saddles at high points on piping to permit venting of air. Venting appurtenances shall be capped after successful completion of filling and air expulsion, but prior to testing.

3.12 ANCHORAGE INSTALLATION

- A. Mechanically Restrained Joints: Install where indicated for lengths indicated in accordance with manufacturer's instructions.
- B. PCC Thrust Blocks: Install where required and as indicated. Bearing area indicated is to be against undisturbed earth. Allow a minimum of 24-hours curing time before introducing water into the pipeline and allow a minimum of 7-days curing time before pressure testing.

3.13 HIGH DEFLECTION FITTINGS/BALL JOINTS, EXPANSION JOINTS, AND FLEXIBLE EXPANSION JOINTS

- A. Install as indicated and in accordance with the manufacturers recommendations.

3.14 VALVE INSTALLATION

- A. Prior to installation, inspect valves for direction of opening, freedom of operation, tightness of pressure containing bolting, cleanliness of valve ports and especially seating surfaces, handling damage and cracks. Correct defective valves or hold for inspection by the Engineer.
- B. Provide concrete encasement and valve box as detailed in City Standard Drawing No. 702 as shown per the Contract Drawings. Set the top of the valve box neatly to the grade of the surface of the existing ground, unless directed otherwise by the Drawings or the Engineer. Do not transfer shock or stress to the valve, and center and plumb the box over the wrench nut of the valve. Do not use valves to bring misaligned pipe into alignment during installation. Support pipe in such manner as to prevent stress on the valve.

3.15 SERVICE CONNECTIONS INSTALLATION

- A. Install as indicated and in accordance with the requirements of the owner of the system.

3.16 FIRE HYDRANT INSTALLATION

- A. Install as indicated and in accordance with the requirements of the owner of the system and the fire department.

3.17 TRACER WIRE INSTALLATION

- A. Install on trench bottom under the vertical projection of the pipe to protect it in all installations.
- B. Form a mechanically and electrically continuous line throughout the pipeline, extending to the nearest valve or other pipeline appurtenance designated by the owner of the system or the Owner. Extend the wire up the outside of the valve box/riser and cut a hole that is 8-inches from the top, extend a 12-inch wire lead to the inside of the box. At other pipeline appurtenances, designated by the owner of the system or the Owner, terminate the 12-inch wire lead inside the enclosure.
- C. Splice wire with a splicing device consisting of and electro-tin plated seamless copper sleeve conductor. Install as recommended by the manufacturer. Wrap splices and damaged insulation with electrician's tape.

3.18 WARNING TAPE INSTALLATION

- A. Install tape approximately 1-foot above and along the centerline of the pipe.

- B. Where tape is not continuous, lap tape ends a minimum of 2-feet.

3.19 DISINFECTION

A. Preparation

1. All pipelines shall be pressure and leak tested, flushed, and cleaned of debris and dirt prior to application of the disinfectant. The pipeline is to be kept completely clean and dry during construction.
2. Chlorination and pressure tests may be accomplished concurrently, unless inability to pass the pressure test makes it necessary to repair the line and to disinfect it at a later date.
3. The Contractor is required to submit a procedural Work Plan for flushing, disinfecting and disposal of chlorinated water to the Engineer for approval.

B. Sterilizing and Flushing Water Lines

1. Contractor shall flush and disinfect all new water lines in accordance with AWWA C651.
2. Dechlorinate and dispose of disinfection solution in accordance with applicable regulations. Take care to assure that chlorinated water is not spilled in drains.
3. Sterilizing of the completed work, including pipelines, valves, and fittings, shall be performed by the Contractor, who will supply all materials, equipment, supplies and labor required by the operation. All sterilization shall be performed under the supervision of the Engineer.
4. After completion of hydrostatic testing, the pipelines and appurtenances shall be thoroughly flushed until, in the opinion of the Engineer, all dirt and foreign matter have been removed from the system. The system shall then be disinfected with a hypochlorite solution containing a residual chlorine content of one hundred (100) parts per million. The solution shall be allowed to remain in the pipe for at least 24 hours. A chlorine residual of at least 10 ppm must remain in all parts of the line after 24 hours. The lines shall then be thoroughly flushed until a maximum residual chlorine content of 0.2 ppm is obtained in all parts of the system.
5. Extreme care shall be exercised to prevent backflow water from an unsterilized or super-chlorinated system into existing mains.
6. Disinfectant may be made by the use of calcium hypochlorite tablets attached by means of gasket cement to the inside top of the lengths of pipe as they are being laid. The amount of adhesive shall be limited to the smallest practicable amount applied to one side of the tablet only. The

tablets shall have an average weight of 0.009 of a pound each and shall contain not less than seventy percent (70%) of available chlorine.

7. Chlorination and pressure tests may be accomplished concurrently, unless inability to pass the pressure test makes it necessary to repair the line and to disinfect it at a later date.
8. The following table shows the number of tablets to be used per one hundred linear feet of pipe of various sizes:

Inside Diameter of Pipe	Number of Hypochlorite Tablets per 100 Feet
4"	8
6"	20
8"	36
10"	54
12"	78
16"	138

9. Total coliform test shall be performed by a City-approved laboratory upon completion of sterilization of the water line. If test fails, water line shall be re-sterilized until the total coliform test successfully passes.
10. Flushing at 2.5 feet per second (fps) velocity will be required. Contractor shall confirm if hydrants and/or blow offs are available to develop adequate velocity. The Contractor shall provide adapters, hoses and other items needed for flushing at adequate velocity. The length and size of hose and the location of disposal of water from the flushing operation will be as directed by the Engineer.
11. Disinfect potable water lines using general procedures and material conforming to AWWA C651 and the directions listed below.
 - (a) Notify the City's representative a minimum of 48 hours before beginning any chlorination operation. Contractor must submit a disinfection plan to the City for approval.
 - (b) Before starting chlorination operations, open the blow off valve at the discharge point and verify the test mains are not under pressure. The City's representative shall be present during this verification.
 - (c) Verify that all cross-connection valves are closed. Verification shall be made with the City's representative present.
 - (d) Adequate person-to-person communications shall be maintained between the Contractor's personnel during chlorination operations, so that the operation can be immediately shut down at the sign of a problem anywhere along the test main.

- (e) Before operations begin, any additional valves shall be closed at the direction of the Engineer.
- (f) Under the direction of the Engineer, fire hydrants shall be monitored continuously during the operation for possible chlorine contamination

**** END OF SECTION ****

APPENDIX "A"
CITY STANDARD FORMS

The contractor shall submit the required documents using the City forms shown in Appendix A

City of Milpitas
Truck Route Map

Scale: None

Legend
Approved Truck Route

Last Update: 8/15/2016

SPECIAL EQUIPMENT PLATE

- Photograph of the vehicle **not** to exceed 8 1/2" x 11";
- SE fee.

Final determination of eligibility is based upon review of the application and the photograph. Proof of ownership and verification of the identification number are not required to obtain an SE plate.

Why a vehicle may not qualify for an SE plate

The following list presents examples of why a vehicle may not qualify. This is not a complete list of reasons.

- A vehicle that is **not** oversized or overweight would **not** qualify for an SE plate. (An oversized or overweight vehicle would require a permit issued by the Department of Transportation (DOT) to move it unladen over the highways and, therefore, would qualify for an SE plate.)
- A water well-drilling vehicle that is **not** oversized or overweight would **not** qualify for an SE plate. (An oversized or overweight well-drilling vehicle would require a permit issued by the DOT to move it unladen over the highways and, therefore, would qualify for an SE plate.)
- Self-propelled special mobile equipment.
- Auxiliary dollies.
- Special construction equipment used less than 51 percent of the time for highway construction work or railroad right-of-way.
- Farm trailer with a GVW over 10,000 pounds.
- Farm vehicle **not** being used solely to transport agricultural products and is operated on the highways for a distance greater than one mile.
- Photograph submitted shows that the vehicle is designed to carry property and is **not** designated in the *Vehicle Code* as an implement of husbandry or special mobile equipment.

NOTE: For registration fees, see the brochure, *Registration Related Fees* (FFVR 34). Because fees are subject to change, visit our website at www.dmv.ca.gov for the most current information or call DMV toll free at 1-800-777-0133.

Try These Service Options

Key www.dmv.ca.gov
for service 24/7:

- Renew your vehicle registration (see your renewal notice for the RIN-Renewal ID Number)
- Renew your driver license (see your renewal notice for the RIN)
- Take a sample driver license test
- Order special plates
- Get forms, brochures, and handbooks
- Find answers to your questions
- Make appointments (except commercial driving test)
- Calculate registration fees



Call 1-800-921-1117 for DMV's
Automated Voice Recognition
service 24/7:

- Make appointments (except driving test*)
- Pay registration renewals (see your renewal notice for the RIN-Renewal ID Number)



Call 1-800-777-0133 for service 24/7:

- Get forms and publications
- Listen to general information
- Make appointments (except driving test*)



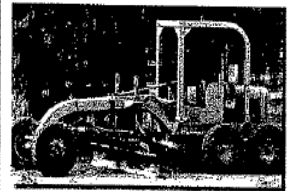
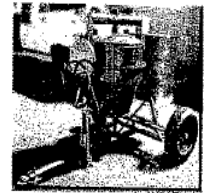
****To make a driving test appointment or speak with a technician, call 1-800-777-0133 during normal business hours***

- Between 8-5, Mon., Tues., Thurs., & Fri.
- Between 9-5 on Wednesdays



SPECIAL EQUIPMENT

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A Public Service Agency

Visit our website at
www.dmv.ca.gov

FFVR19 (REV. 10/2006)

Special Equipment (SE) Registration

What is Special Equipment?

Certain specialized vehicles, which are sometimes operated on the highway, fall under the definition of Special Equipment (SE) and are exempt from regular registration. This category includes special construction equipment, cemetery equipment, special mobile equipment, logging equipment, implements of husbandry, and cotton or farm trailers. (See *California Vehicle Code* §§5011, 5015, 5016.)

When SE registration is issued

SE registration is issued to qualified vehicles as outlined in this brochure. The owner of a qualifying vehicle is issued an SE plate and an identification card. A title is not issued to vehicles with SE registration; however, the owner may apply for a Certificate of Title as a separate transaction. You may obtain the Application for Title or Registration form (REG 343) at www.dmv.ca.gov or by calling 1-800-777-0133.

When SE registration is required

A special equipment identification plate is:

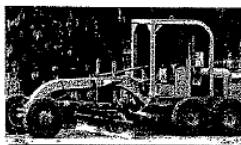
- **Required** for special construction equipment, special mobile equipment, cemetery equipment, and logging vehicles (VC §5011);
- **Required** for cotton trailers, farm trailers, water tanks, oversize feed and seed motor vehicles, automatic bale wagons, and cotton module movers (VC §36101);
- **Optional** for implements of husbandry and farm tractors (VC §36115).

Special Equipment definitions

Special Construction Equipment (VC §565)

A special construction vehicle is one that is used more than 51 percent of the time for highway construction, occasionally moves over the highways, and is oversize or overweight. This vehicle also requires special permits issued by the Department of Transportation—or local authorities—because of its size.

Special construction equipment includes any legal size (not requiring a special permit) vehicle used primarily for highway grading, paving, earth moving, or other highway or railroad right-of-way work. These vehicles are not designed for transporting persons or property and are only occasionally operated or moved over a highway.



EARTH MOVING
EQUIPMENT

Special Construction Exclusions

Special construction equipment does **not** include truck-mounted transit mixers, cranes, shovels, and dump trucks that are not oversize or overweight, or any commercial vehicle not specified in VC §565 to which machinery has been attached (VC §570).

Special Mobile Equipment (VC §575)

Special mobile equipment is **not** self-propelled, not designed or used primarily for transporting persons or property, and only incidentally operated or moved over the highways. Some examples of special mobile equipment are generators, log splitters, tar pots, chippers, cement mixers, and welders.



CEMENT MIXER

Logging Vehicle (VC §379)



LOG LOADER

A logging vehicle is one used exclusively in logging operations and is not designed for transporting persons or property on a highway.

Cemetery Equipment (VC §4012)

Cemetery equipment is a vehicle, implement, or equipment specifically designed or altered for maintenance or operation of cemetery grounds and only incidentally operated or moved on a highway.

Implements of Husbandry (VC §§36000, 36015)

A vehicle used exclusively in the conduct of agricultural operations is an implement of husbandry.

Implements of husbandry include any farm tractor that is used to draw a farm trailer carrying farm produce on a highway, or to draw a trailer or semitrailer carrying other implements of husbandry between farms, or from a farm to a processing or handling point and returning with or without the trailer.

NOTE: An implement of husbandry does **not** include a vehicle designed primarily for transporting persons or property on the highways unless specified in the *Vehicle Code*.

Farm Trailer (VC §§36109, 36010)

A "farm trailer" is either a trailer or semitrailer that is **never** more than 10,000 lbs. gross vehicle weight (GVW*) and is:

- Owned and operated by a farmer in agricultural operations, and used exclusively to transport agricultural products upon the highway to and from the point of first handling
OR
- Owned, rented, or leased by a farmer in agricultural operations and
 - equipped with rollers on the bed with a frame **not** more than 10 inches high;
 - used exclusively to transport fruits and vegetables;
 - manufactured and in use prior to January 1, 1997.

*GVW is the weight of the trailer and the load.

How to obtain an SE identification plate

To obtain an SE plate and identification card, the following is required:

- Application for Identification Plate (REG 88), which includes the vehicle make, identification number, body type, and certification of the vehicle use;

FFVR 10 (REV. 10/2006)

VC§ 21461. Obedience by Driver to Official Traffic Control Devices

(a) It is unlawful for a driver of a vehicle to fail to obey a sign or signal defined as regulatory in the federal Manual on Uniform Traffic Control Devices, or a Department of Transportation approved supplement to that manual of a regulatory nature erected or maintained to enhance traffic safety and operations or to indicate and carry out the provisions of this code or **a local traffic ordinance or resolution adopted pursuant to a local traffic ordinance, or to fail to obey a device erected or maintained by lawful authority of a public body or official.**

(b) Subdivision (a) does not apply to acts constituting violations under Chapter 9 (commencing with Section 22500) of this division or to acts constituting violations of a local traffic ordinance adopted pursuant to Chapter 9 (commencing with Section 22500).

(Amended by Stats. 2004, Ch. 203, Sec. 1. Effective January 1, 2005.)

(Amended by Stats. 1981, Ch. 775, Sec. 2.)

V-100-4.04 Obedience to Traffic Control Devices

The driver of any vehicle shall obey the instructions of any official traffic control device applicable thereto placed in accordance with this Chapter of this City unless otherwise directed by a police officer subject to the exceptions granted the driver of an authorized emergency vehicle when responding to emergency calls.

V-100-12.07 Vehicles Exceeding Maximum Gross Weight of 4 Tons Prohibited From Using Certain Streets

12.07-1 Whenever any ordinance of this City designates and describes any street or portions thereof as a street the use of which is prohibited by any vehicle exceeding a maximum gross weight limit of 4 tons, the Chief Police Officer shall erect and maintain appropriate signs as necessary to adequately provide notice of the prohibition.

12.07-2 Those streets and parts of streets designated in Subsection V-100-15.12 hereof are hereby declared to be streets the use of which is prohibited by any vehicles exceeding a maximum gross weight limit of 4 tons.

12.07-3 The provisions of this Section shall not apply to any commercial vehicle having ingress and egress by direct route to and from said restricted streets when necessary for the purpose of making pickups or deliveries of goods, wares and merchandise from or to any building or structure located on such restricted streets or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon such restricted streets for which a building permit has previously been obtained therefor.

12.07-4 The provisions of this Section shall not apply to (i) passenger buses under the jurisdiction of the Public Utility Commission or to (ii) any vehicle owned by a public utility while necessarily in use in the construction, installation or repair of any public utility or (iii) any vehicle owned or operated by a City Department while necessarily in use for construction or repair work or any vehicle owned by the United States while in use for the collection, transportation or delivery of United States mail.

12.07-5 The provisions of this Section shall not apply to the bridge at Old Alviso-Milpitas Road over Coyote Creek just north of Highway 237 which lies partly in the County of Santa Clara and partly within the City of Milpitas, which shall have a maximum limit of 10 tons.

"The provisions of this Section shall not apply to non-commercial recreational vehicles or trailers, including boat and utility trailers, having ingress and egress by direct route to and from said restricted streets when necessary for the purpose of parking, loading, or unloading said recreational vehicle or trailer on said restricted street."

(Ord. 43.195(2), 12/7/99; Ord. 43.159 (B), 6/5/90; Ord. 43.64 (part), 12/2/69; Ord. 43 (part), 6/7/55)

VC§ 565. Special Construction Equipment

"Special construction equipment" is:

(a) Any vehicle used primarily off the highways for construction purposes and which moves only occasionally over the highways and which because of the length, height, width, or unladen weight may not move over the public highways unladen without the permit specified in Section 35780.

(b) Any vehicle which is designed and used primarily either for grading of highways, paving of highways, earth moving, and other construction work on highways, or for construction or maintenance work on railroad rights-of-way, and which is not designed or used primarily for the transportation of persons or property and which is only incidentally operated or moved over the highway. It includes, but is not limited to, road and railroad construction and maintenance machinery so designed and used such as portable air compressors, air drills, asphalt spreaders, bituminous mixers, bucket loaders, tracktype tractors, crawler tractors, ditchers, leveling graders, finishing machines, motor graders, paving mixers, road rollers, scarifiers, earth moving scrapers and carryalls, lighting plants, welders, pumps, water wagons, power shovels and draglines, speed swings, skip loaders, weed mowers, self-propelled and tractor-drawn earth moving equipment and machinery, including dump trucks and tractor-dump trailer combinations which either (1) are in excess of 96 inches in width or (2) which, because of their length, height or unladen weight, may not be moved on a public highway without the permit specified in Section 35780 of this code and which are not operated laden except within the boundaries of the job construction site, and other similar types of construction equipment.

(Amended by Stats. 1969, Ch. 90.)

VC§ 591. Street or Highway

A "street" or "highway" shall not include those portions of a way or place in or upon which construction, alteration, or repair work is being performed insofar as the equipment performing such work and its operation are concerned. Where the work consists of a street or highway project, the limits of the project as shown or described in the plans or specifications of the awarding body shall be so excluded with reference to the equipment actually engaged in performing the work. The authority having jurisdiction over such way or place may include any or all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 in any permit issued for work on such way or place and the awarding body on any such street or highway project may include such requirements in the specifications for such project. It is the intention of the Legislature, in enacting this section, that this section shall not be construed to relieve any person from the duty of exercising due care.

(Added by Stats. 1959, Ch. 659.)

VC§ 24615. Slow-Moving Vehicle Emblem

It is unlawful to operate upon a public highway any vehicle or combination of vehicles, which is designed to be and is operated at a speed of 25 miles per hour or less, unless the rearmost vehicle displays a "slow-moving vehicle emblem," except upon vehicles used by a utility, whether publicly or privately owned, for the construction, maintenance, or repair of its own facilities or upon vehicles used by highway authorities or bridge or highway districts in highway maintenance, inspection, survey, or construction work, while such vehicle is engaged in work at the jobsite upon a highway. Any other vehicle or combination of vehicles, when operated at a

speed of 25 miles per hour or less, may display such emblem. The emblem shall be mounted on the rear of the vehicle, base down, and at a height of not less than three nor more than five feet from ground to base. Such emblem shall consist of a truncated equilateral triangle having a minimum height of 14 inches with a red reflective border not less than 1 3/4 inches in width and a fluorescent orange center.

This emblem shall not be displayed except as permitted or required by this section.

(Amended by Stats. 1971, Ch. 287.)



City of Milpitas
455 E. Calaveras Blvd.
Milpitas, California 95035

Date
Contractor
Address
Subject: Project #, name

NOTICE OF INTENT TO AWARD

Dear Mr. _____:

The Milpitas City Council, at its meeting of _____, is scheduled to award the subject project to your company. Enclosed are the following documents, which require the signature of representatives of your company:

- | | | |
|-----|--|----------|
| 1. | Contract | 2 copies |
| 2. | Faithful Performance Bond | 2 copies |
| 3. | Payment Bond | 2 copies |
| 4. | Data Sheet: Regarding Bonding Co. | 1 copy |
| 5. | Certificate of Insurance | 1 copy |
| 6. | Data Sheet: Regarding Insurance Co. | 1 copy |
| 7. | Certificate of Worker's Compensation Insurance | 1 copy |
| 8. | Contractor's Certificate Relating To Worker's Compensation Insurance | 1 copy |
| 9. | Data Sheet: Regarding Worker's Compensation Insurance Co. | 1 copy |
| 10. | City Business License | 1 copy |
| 11. | Taxpayer Identification Number and Certification | 1 copy |
| 12. | Apprenticeship Standards | 1 copy |
| 13. | Urban Runoff Prevention, BMP, SWPPP Acknowledgement | 1 copy |

Please refer to the project specifications regarding the time limit for execution of the contract with the City. Your attention is also directed to Specification Special Conditions and elsewhere within the Contract Documents regarding the start of the first chargeable day, and other items to be completed by the contractor prior to receiving a notice-to-proceed.

Please return the signed construction contract, bonding and insurance documents to my attention by _____ (to facilitate a timely completion). In addition, please submit a construction schedule, SWPPP, traffic control plan including staging and haul route, concrete mix design, R-bar, notices, site video, Contractor Safety Plan, Contractor's Caltrans permit, and other (refer to the Special Conditions for additional items) for review by _____. Please contact me at (408) 586-_____ to schedule a pre-construction conference. Your attention is directed to Specification Special Conditions which requires the attendance of the Contractor's Representative and Job Superintendent at the pre-construction conference. Please be advised that no work may proceed until the contract documents have been fully executed and your copy of the notice to proceed is issued to you.

Sincerely,

Project Engineer
Enclosure

City of Milpitas
455 E. Calaveras Blvd.
Milpitas, California 95035

Date _____

Contractor _____

Subject: Project #, name
Notice of Award

Dear _____:

The Milpitas City Council, at its meeting of _____, has awarded the subject project to your company. The contract document forms (including the bonds, insurances, business license, and other related documents) had been previously sent to you via the notice of intent to award. Please refer to the project specifications regarding the time limit for execution of the contract with the City. Your attention is also directed to Specification Special Conditions and elsewhere within the Contract Documents regarding the start of the first chargeable day, and other items to be completed by the contractor prior to receiving a notice-to-proceed.

Please return the signed construction contract, bonding and insurance documents to my attention by _____ (to facilitate a timely completion). In addition, please submit a construction schedule, SWPPP, traffic control plan including staging and haul route, concrete mix design, R-bar, notices, site video, Contractor Safety Plan, Contractor's Caltrans permit, and other (refer to the Special Conditions for additional items) for review by _____. Please contact me at (408) 586-3____ to schedule a pre-construction conference. Your attention is directed to the Special Conditions, which requires the attendance of the Contractor's Representative and Job Superintendent at the pre-construction conference. Please be advised that no work may proceed until the contract documents have been fully executed and your copy of the notice to proceed is issued to you.

Sincerely,

Project Engineer



NOTICE TO PROCEED

Date: _____

TO: _____

ADDRESS: _____

PROJECT: _____

You are notified that the Contract Time under the above contract will commence to run on _____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Section D, the date of final completion is _____ .

Before you may start any Work at the site, you must: (conditions if applicable)

CITY OF MILPITAS,
A Municipal Corporation

By : _____

Title: _____

MATERIAL/PRODUCT SUBSTITUTION REQUEST

To: Shah Kawasaki Architects

Project Name: _____

Request Number: _____

A. We hereby submit for your consideration the following product instead of the specified item:

1. Section _____ Sub-Article _____

2. Specified Item _____

3. Proposed Substitution (Manuf., Type, Model, etc.) _____

B. Complete following:

1. We propose to provide Owner cost credit (including costs for changes by other trades) of _____

2. Does this substitution offer earlier delivery or less construction time? Yes No

a. If yes, how much and why? _____ (hours/days/weeks)

3. How does this substitution affect any dimensions, layout, or details of other trades as shown on Drawings?

4. Has this substitution been coordinated with remainder of Project?

5. What are the specific differences between this substitution and specified item?

6. What impact does this product have on LEED requirements?

C. Attach following items as applicable. Check if attached.

1. Manufacturers' technical data. ____

2. Laboratory test or performance results. ____

3. Drawings and wiring diagrams of proposed product. ____

4. Drawings and description of changes required by other trades. ____

5. Samples. ____

6. Manufacturer's guarantee and maintenance instructions. ____

7. LEED submittal information. ____

D. The undersigned agrees to pay for all design, testing, changes in Contract Documents, and construction as result of acceptance of this substitution, at no additional cost to Owner.

E. Submitted by (Firm) _____

Signature _____ Date _____



SUBMITTAL COVER SHEET

SUBMITTAL NO. : _____

DATE SUBMITTED: _____

PROJECT: _____

PROJECT #: _____

FROM: **GENERAL CONTRACTOR**

Phone #: _____

TO: CITY OF MILPITAS
ENGINEERING DIVISION
455 E. CALAVERAS BLVD.
MILPITAS, CA 95035
Attn. _____

<u>Item Required</u>	<u>Specification</u>		<u>Check If Substitution</u>		<u>Comment / Date</u>
	<u>Section/Plan Sheet</u>	<u>Submittal Description</u>	<u>or Exception</u>		
<u>1</u>	_____	_____	☐		_____
<u>2</u>	_____	_____	☐		_____
<u>3</u>	_____	_____	☐		_____
<u>4</u>	_____	_____	☐		_____

I certify that this submittal is in conformance with the requirements of the Contract Documents and is not in conflict with other submittals. Any proposed submittal substitution or exception is fully indicated within the submittal, and the proposed substitution or exception is in compliance with the Contract Documents.

General Contractors Signature

DESIGN CONSULTANT RESPONSE:

Date Received: _____

Reviewer: _____ Date Transmitted to City: _____

CITY RESPONSE:

Date Received: _____

- ☐ NO EXCEPTIONS NOTED – The City does not find any exceptions to the submittal, relying solely upon information provided in the submittal including the contractor's certification, and subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute acceptance or deletion of specified or required items not shown in a partial submittal.
- ☐ MAKE CORRECTIONS NOTED – The same as above, except that minor corrections as noted by the Engineer shall be made by the Contractor. No resubmittal is required.
- ☐ REVISE AND RESUBMIT – Rejected due to noncompliance with the requirements of the project plans and Specifications because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Engineer.
- ☐ SUBMIT SPECIFIED ITEM – Submittal is rejected because the submitted material does not conform to the requirements of the project plans and specifications in major respects. This material is not to be resubmitted, and it is expected that the material specified in the project plans and specifications be submitted.

City Reviewer: _____

Date: _____



REQUEST FOR INFORMATION

RFI #: _____

DATE CREATED: _____

PROJECT: _____

PROJECT #: _____

FROM: GENERAL CONTRACTOR

**TO: CITY OF MILPITAS
ENGINEERING DIVISION
455 E. CALAVERAS BLVD.
MILPITAS, CA 95035**

Phone #: _____

ATTN.: _____

Subject: _____

INFORMATION REQUESTED:

Date Required: _____

Specification/Plan Sheet Reference: _____

I certify that this is not a frivolous Request For Information and that I have completely reviewed all project Contract Documents and to the best of my professional judgment have determined that the information requested is not obvious or found.

General Contractor Signature

DESIGN CONSULTANT RESPONSE:

Date RFI Received: _____

Response by _____

Date Answered _____

CITY RESPONSE:

Date RFI Received: _____

Response by _____

Date Answered: _____



NOTICE OF NON-COMPLIANCE

Date & Time Issued: _____

To: _____

Project: _____ Project Number: _____

In accordance with General Conditions of the Project Specifications, you are hereby notified that the following work is defective and does not comply with the requirements of the Project

Contract Documents: _____

Work found to be defective or not in compliance with the Contract Documents shall not be paid for by the City, and it shall be the Contractor's responsibility to remove and replace the defective Work at no additional cost to the City. The Contractor shall determine what corrective action is necessary to bring the Work into compliance, and shall notify the Engineer prior to starting corrective action.

City Project Manager: _____

City Inspector: _____

Notice of Non-Compliance was received by: _____ / _____ / _____



FIELD MEMORANDUM

Date: _____

Page 1 of ____

To: _____

From: _____

Project: _____

Subject: _____

Disclaimer:

All work shall be done in accordance with the Contract Documents. The written direction above provides clarification only. The Contractor acknowledges that any additional cost shall be authorized in advance in a fully executed Contract Change Order.

Signature

CC: _____

Project Punchlist

Project: _____

Contractor: _____

Punchlist Acknowledged: _____

Project Eng.: _____ Inspector: _____ Date: _____

Item	Date Item Entered	Description	Item Completed	
			Date	Initial
Part A Standing Items				
1		The contractor shall submit a full set of As-built /Record Drawings showing the work performed and pothole information. Include contractor's signature, contractor's name, state license # and phone # of general contractor name and subcontractors-paving, striping, loops on the title sheet.		
2		Submit written warranties in accordance with the Specifications: Warranty bonds from surety and contractor's letterhead for warranty per appendix sample-page 151. If not applicable check here. ☐		
3		Operation/Maintenance Manuals have been received in full numbers specified. If not applicable check here. ☐		
4		Deliverables (i.e. special tools or spare parts) have been received as specified. If not applicable check here. ☐		
5		Training has been performed as specified. If not applicable check here. ☐		
6		Verify that all Building Permits have been signed off. If not applicable check here. ☐		
7		Verify Certificate of Monumentation has been received. If not applicable check here. ☐		
8		Ordinance 238 (Landscape/Sprinkler has been completed). If not applicable check here. ☐		
9		Verify that Planning Department Conditions have been met. If not applicable check here. ☐		
10		Compliance with Special Conditions If not applicable check here. ☐		
11		Compliance with Reclaimed Water Requirements If not applicable check here. ☐		
12		Submit lien releases from all subcontractors and suppliers.		
13		Submit complete certified payroll.		
Part B Project Specific Items				
14		Construction Water Meter(s) returned.		

ESCROW AGREEMENT

SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into effective (date) _____ by and between City of Milpitas whose address is 455 E Calaveras Blvd. Milpitas, CA 95035-5479 hereinafter called "Owner," whose address is hereinafter called "Contractor" and whose address is hereinafter called "Escrow Agent." For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of Owner and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days written notice to the Escrow Agent from the owner of the

default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant in Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

City Manager _____
Title _____

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Contractor

Title

Title

Name

Name

Signature

Signature

COST PROPOSAL FORM (See General Conditions, Contract Change Orders)

Date: _____

Project Number _____

In Response To _____ (RFP #, etc.)

To: City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035

Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTR.	SUB 1	SUB 2	SUB 3	TOTAL
Material					
Direct Labor Cost					
Equipment					
Other (Specify) Extended Overhead					
Total Cost					
Subcontractor's Overhead and Profit (15% max)					
Contractor's Overhead and Profit on Labor & Materials (15% max)					
Contractor's Overhead and Profit on Equipment (10% max)					
Mark-Up for Subcontractor's work (5% max)					
Bonds					
(% of total cost above not including any O/P)					
GRAND TOTAL					
REQUESTED CHANGE IN CONTRACT TIME (DAYS)					

By: _____ (Firm Name)

Signature: _____ Date: _____

Title: _____



City of Milpitas
455 E. Calveras Boulevard
Milpitas, California 93035

CHANGE ORDER FORM

CONTRACT CHANGE ORDER NO. ____

Date: [INSERT]

To: [CONTRACTOR NAME]

[ADDRESS]

[ADDRESS]

Attn: [CONTRACTOR REP]

Project: [INSERT]

This Change Order covers changes to the contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for the amount agreed upon between the Contractor and City of Milpitas and set forth herein.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	Totals	\$	

Original Contract Amount:	\$XX.00
Change by Previous Change Order(s):	\$XX.00
Contract Price Prior to this Change Order:	\$XX.00
Current Change Order Amount:	\$XX.00
Revised Contract Amount including this Change Order:	\$XX.00

The Contract Price and Contract Time shall be adjusted as set forth above. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

	_____ (Signature) Contractor's Authorized Representative	_____ Date
--	---	---------------

Recommended:

	_____ (Signature) [**INSERT NAME, TITLE**]	_____ Date
--	--	---------------

Approved:

	_____ (Signature) [**INSERT NAME, TITLE**]	_____ Date
--	--	---------------

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the City of Milpitas.

Contract Change Order #

WEEKLY STATEMENT OF DAYS CHARGED TO CONTRACT

City of Milpitas
Engineering Division
Date: _____

Project: _____ Project No.

Weekly Statement No. : _____

Notice of Project Award Issued: _____, Notice To Proceed Issued: _____

The following statement shows the number of _____ days charged to the contract
(Calendar or Working)

for the week ending: _____.

1. First chargeable day of the Contract: _____

2. Number of Days in the Contract: _____

3. Contractual completion date: _____
(= #1 + #2)

4. Days added by Contract Change Order: _____

5. Days not charged to Contract (note reason below): _____

6. Revised completion date based on #4 and/or #5: _____
(= #3 + #4 + #5)

Total number of Days charged to the Contract as of this Statement: _____

Total number of Days remaining as of this Statement: _____

Notes:

City Project Manager

City Inspector

Refer to Special Conditions of the Contract Documents. The Contractor has fifteen (15) days to submit written protest of this Statement to the Engineer; otherwise, this Statement shall be deemed to have been accepted by the Contractor.

Accepted By: _____
Contractors Signature

SAMPLE PROGRESS PAYMENT FORM

CITY OF MILPITAS

PROJECT NAME, NUMBER

PROGRESS PAYMENT Page 1 of 1

Date:

#	Description	Bid Quantity	Units	Unit Price	Bid Amount	Previous Quantity	Previous Amount	Remaining Quantity	Remaining Amount	Current Quantity	Current Amount	Diff.	Payable Amount	Note
Bid Items														
1		0		\$ -	\$ -		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	
2		0		\$ -	\$ -		\$ -	-	\$ -	-	\$ -	-	\$ -	
3		0		\$ -	\$ -		\$ -	-	\$ -	-	\$ -	-	\$ -	
4		0		\$ -	\$ -		\$ -	-	\$ -	-	\$ -	-	\$ -	
5								-	\$ -		\$ -			
6								-	\$ -		\$ -			
7								-	\$ -		\$ -			
8								-	\$ -		\$ -			
9								-	\$ -		\$ -			
10								-	\$ -		\$ -			
Subtotals					\$ -		\$ -		\$ -		\$ -		\$ -	
Contract Change Order Items														
CCO #1		0		\$ -			\$ -	0%	\$ -	0%	\$ -	0%	\$ -	
CCO #2		0		\$ -			\$ -	-	\$ -	-	\$ -	-	\$ -	
CCO #3		0		\$ -			\$ -	-	\$ -	0	\$ -	-	\$ -	
CCO #4														
Subtotals							\$ -				\$ -		\$ -	
<u>TOTALS</u>							\$ -				\$ -		\$ -	
Retention		10%					\$ -				\$ -		\$ -	
TOTALS							\$ -				\$ -		\$ -	
													Check	\$ -
													PAYMENT TOTAL	

Recommended by _____ Inspector

Approved by _____ Project Manager

Approved for Payment _____ CIP Manager or City Engineer

Contract Time as Bid	Working or Calendar Days
CCO Time #2	Working or Calendar Days
Total Contract Time	0 Working or Calendar Days
Contract End Date	Date Estimated or Actual

Refer to the Special Conditions regarding requirements for requesting Progress Payments.

Contractor's Letter Head

GUARANTY / WARRANTY

TO: CITY OF MILPITAS, for the (project name), Project (#), in Milpitas, CA.

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein Contractor hereby grants to Owner for a period of one (1) year following the date of acceptance of the Work by the City of Milpitas or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Contractor of liability with respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting there from which shall appear within one (1) year, or longer if specified, from the date of acceptance as described above.

Should any of the materials or equipment prove defective or should the Work as a whole prove defective, due to faulty workmanship, material furnished or methods or installation, or should the Work or any part thereof fail to operate properly as originally intended and in accordance with the Contract Documents due to any of the above causes within one (1) year after date of acceptance, or such longer period specified in the Contract Documents, Contractor shall: (1) reimburse Owner, upon demand, for its expenses incurred in restoring said Work to the condition contemplated in the Contract Documents, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or (2) upon demand by Owner, replace any such material and to immediately repair said Work completely without cost to Owner so that said Work will function successfully as originally contemplated.

Inspection of the work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by Contractor. In the event Owner elects to have said work performed by Contractor, Contractor shall make such repairs within a reasonable period of time after the receipt of demand from Owner; provided, however, that in no event shall such period exceed twenty-five (25) days.

All definition of terms used in this Agreement shall have the meanings set forth in the Project Specifications, Special Conditions, Definitions of Words and Terms.

The foregoing Guaranty is in addition to any other warranties by Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and by law with respect to Contractor's duties, obligations, and

performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or by law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

CONTRACTOR:

Seal:

Name of Firm

Corporate

Signature

Date

Title

Signature

Date

Title

CONSTRUCTION CHANGE DIRECTIVE NO: _____

City of Milpitas
Engineering Division

Project Name Project No: _____

PAGE 1 of

TO: _____

FROM: _____

DATE: _____

SUBJECT/ITEM: _____

DESCRIPTION:

References:

Attachments:

CONSTRUCTION CHANGE DIRECTIVE INSTRUCTIONS:

- ☐ The Contractor is directed to proceed with the above-described work without change in contract price.
- ☐ The Contractor is directed to proceed with the above-described work and submit within the next 14 calendar days an itemized lump sum price and requested time extension, if any, to facilitate the review and settlement of this CCD in accordance with the Contract Documents. The cost of the work covered by this directive shall not exceed \$. In the event that the cost of this work is anticipated to exceed the amount above, the Contractor will notify the City/Agency in writing and obtain additional authorization before proceeding.
- ☐ The Contractor is directed to proceed with the above-described work on a time and material basis with a Not-To-Exceed Amount of \$0. Itemized time and material documentation shall be provided on a daily basis in accordance with the Contract Documents.
- ☐ The Contractor shall be paid at bid item prices for the work performed.
- ☐ The Contractor is directed to provide pricing for the above-described work within the next 7 calendar days. The Contractor shall not proceed with the work until authorized by written Contract Change Order.

AUTHORIZED BY:

City of Milpitas

OWNER

BY: _____

SIGNED

DATED

ACKNOWLEDGEMENT OF RECEIPT:

CONTRACTOR: _____

BY: _____

SIGNED

DATED

CONSTRUCTION RECYCLED WATER APPLICATION



TEMPORARY CONSTRUCTION METER FOR PURCHASE OF RECYCLED WATER*

Please submit completed application to constructionmeters@milpitas.gov

Milpitas City Hall
455 East Calaveras Boulevard
Milpitas, CA 95035
(408) 586-3100
www.milpitas.gov

Temporary Permit No. _____

Date: _____, 20____

PLEASE COMPLETE AND SIGN APPLICATION

TYPE OF APPLICATION: ☐ NEW ☐ RENEWAL ☐ RELOCATION

BUSINESS NAME:	METER #
BILLING ADDRESS:	READING WHEN TAKEN OUT
PHONE NUMBER:	CONDITION WHEN TAKEN OUT
PROJECT NAME:	STATE LIC CONTRACTOR # CLASS EXP DATE
PROJECT NUMBER:	CITY BUSINESS #
PROJECT LOCATION (Site Address):	BUILDING PERMIT #
	ENCROACHMENT PERMIT #
ASSIGNED INSPECTOR	INSPECTOR SIGNATURE

I understand that this application is for temporary recycled water (through a construction meter) for the sole purpose of construction work at the address/location stated above and intended for use with the City of Milpitas's fill-station sites. I further understand that the City has the right to remove the construction meter without prior notice if the meter is being used in an improper manner as determined by the City and will discontinue any water service to the properties until permanent water service is established. Time period for use of construction meter will expire upon the following (whichever occurs first): 1) 12 months, 2) Expiration of the permit, 3) Completion of the permitted work, or 4) Permanent water service is established. I also understand that the water supplied through the meter may be subject to frequent or indefinite interruptions at any time by the City. I also understand that I am responsible for this meter and its usage until I give proper written notification to the City that the meter is to be removed and the City has the meter back in its possession. I also understand that I will operate the meter in a responsible manner so as not to cause damage to the meter and/or the water system and agree to be held accountable for any and all damage caused from improper operation of the meter. A missing or stolen water meter will be assessed at the current replacement rate. Payment for the meter replacement must be made at Milpitas City Hall before re-installation. I also understand that by the City issuing this temporary meter, this action in no way obligates the City to provide me with permanent water service to the subject property. I agree to place a deposit of \$2,000 for the loan of the meter. I agree to forfeit part or all of the deposit to pay for any damage to the meter during the term of this agreement, and to forfeit the deposit in full if the meter is not returned on or before the expiration date. I understand that the deposit, less the water use and meter charges, will be returned upon return of the meter in satisfactory and working condition. No interest shall be paid on the deposited amount. Should water charges exceed the deposit amount, I agree to pay the additional charges upon demand. **I agree to abide by all rules and regulations of the City of Milpitas Public Works Department and to pay a monthly meter charge of \$_____ for each full or partial calendar month the meter is used, and to pay for all water used at the commercial rate in effect at the time (\$_____ per hundred cubic foot and \$_____ per unit for capital surcharge). If a water rate increase is approved during the rental period, the new rates will be in effect. In the event that I fail to keep satisfactory records, I agree to pay the City on the basis of an estimate made by the Accounting Officer of the City of Milpitas. I understand that a copy of this permit must be kept on hand at all times by the person taking water and must be available to show as evidence to any authorized representative of the City of Milpitas that a permit has been obtained.**

Name _____ Signature _____ Date _____

OFFICE USE ONLY

Date meter is to be returned _____	Accepted by _____
Deposit \$ _____ Receipt # _____	Reading when returned _____
Date meter is returned _____	_____
Condition when returned _____	(Permit Holder to Initial)

****ORIGINAL PERMIT MUST BE RETURNED WITH METER****

* Applicant must complete and submit South Bay Water Recycling Recycled Water Access Point User Agreement along with this application. Please return all pages with application.

Distribution: Original – Finance

Copies to: PW Utility Maintenance, Cashier, PW Inspector

Meter Log

Meter Serial Number: _____

Month	Reading	Reading Date
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

Please contact the Finance Department via email at ConstructionMeters@milpitas.gov for any questions and for submitting your monthly readings of the meter.

- **General Questions** – Please contact Utility Engineering at (408) 586-3350.
- **Inspection Appointment** – Please contact Public Works Inspector at (408) 586-3252.
- **Billing Questions** – Please contact the Finance Department at (408) 586-3100.



RECYCLED WATER ACCESS POINT PROGRAM USER AGREEMENT

PRODUCER: San Jose/Santa Clara Regional Wastewater Facility - 700 Los Esteros Road, San Jose CA 95134

REGULATORY AGENCY: South Bay Water Recycling - 3025 Tuers Road San Jose, CA 95121 - 408.277.3671

EFFECTIVE DATES OF PERMIT: _____ TO _____ License #: SJ- _____

USER INFO

TRAINEE NAME: _____ CSLB CONTRACTOR LICENSE #: _____

COMPANY NAME: _____ TRUCK/TRAILER LICENSE #: _____

COMPANY ADDRESS: _____ ATTACH YOUR ACORD INSURANCE FORM TO THIS AGREEMENT

COMPANY PHONE #: _____ PLEASE GIVE THIS AGREEMENT TO YOUR OFFICE MANAGER

A USER AGREEMENT MUST BE COMPLETED FOR EACH VEHICLE OPERATOR AND MUST BE RETAINED DURING ACQUISITION AND APPLICATION OF RECYCLED WATER. USERS AND USERS' COMPANIES SHALL ADHERE TO THE ATTACHED SBWR TERMS OF USE. USER AGREEMENT IS SUBJECT TO RWQCB ORDER 95-117.

RECYCLED WATER USE INFORMATION (CHECK ALL THAT APPLY)

METHOD OF WATER DISTRIBUTION: ☐ RECYCLED WATER ACCESS POINT ☐ TEMPORARY SITE METER OTHER: _____

APPLICATION METHOD: ☐ TANKER TRUCK SPRAY ☐ HOSE OTHER: _____

USE OF RECYCLED WATER*: ☐ CONSTRUCTION (COMPACTION/DUST CONTROL) ☐ STREET SWEEPING ☐ SEWER CLEAN OUT
OTHER*: _____

*** REFER TO THE FULL TEXT OF THE LATEST VERSION OF TITLE-22: CALIFORNIA WATER
RECYCLING CRITERIA, ARTICLE 3. USES OF RECYCLED WATER, JUNE 18, 2014.**

SIGNS REQUIRED: ☐ TANKER TRUCK ☐ CONTAINER ☐ OVERHEAD TANK ☐ PROJECT SITE OTHER: _____

LOCATION WHERE RECYCLED WATER WILL BE APPLIED:

ADDRESS: _____ SITE SUPERINTENDENT: _____

CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IN THIS APPLICATION AND ALL ATTACHMENTS ARE TRUE, ACCURATE, AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I ALSO CERTIFY THAT I HAVE READ AND AGREE TO ABIDE BY THE SBWR TERMS OF USE AND ALL APPLICABLE RULES AND REGULATIONS OF THE RWQCB ORDER NO. 95-117 AND HAVE SUCCESSFULLY COMPLETED INSPECTION BY THE LOCAL RETAILER.

TRUCK CONTRACTOR/DRIVER/EMPLOYEE SIGNATURE _____ PRINTED NAME _____ TITLE _____ DATE _____

** SUPERINTENDENT OR FOREMAN SIGNATURE _____ PRINTED NAME _____ TITLE _____ DATE _____

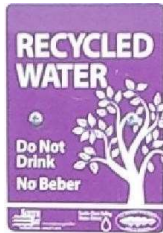
LYLE FROHMAN

SBWR SIGNATURE _____ PRINTED NAME _____ DATE _____



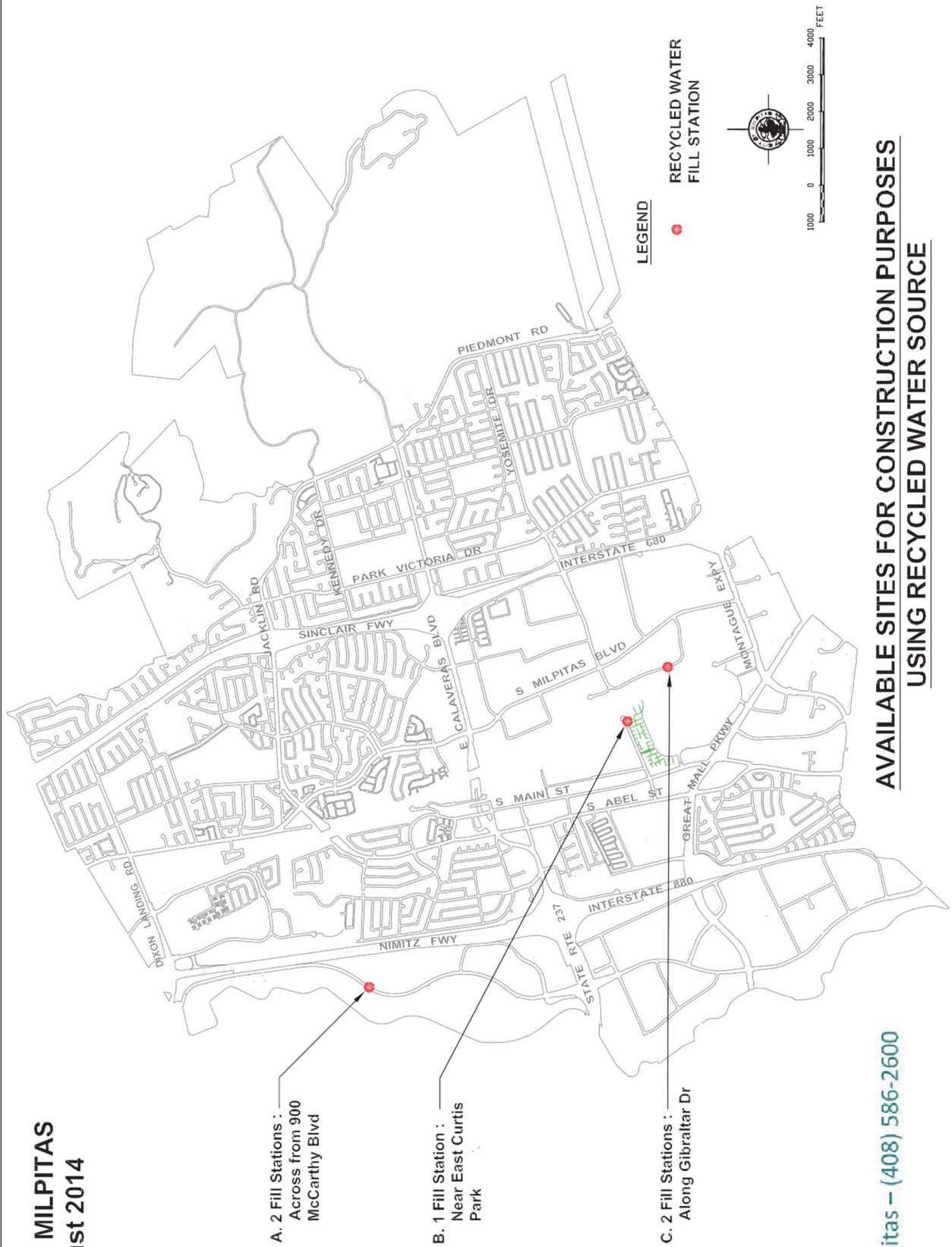
RECYCLED WATER ACCESS POINT PROGRAM

TERMS OF USE

CHECK	THIS USER AGREEMENT LIMITS THE USE OF RECYCLED WATER TO THE FOLLOWING CONDITIONS:
☐	1. RECYCLED WATER IS FOR NONPOTABLE USES ONLY - NO DRINKING! Recycled water may not be exposed to food, used within designated eating areas or used within 50 feet of any domestic well, drinking fountain or potable water supply.
☐	2. There shall be <u>no cross-connection</u> between recycled water and any potable water supply. Recycled water may <u>not be plumbed into potable</u> irrigation or onsite plumbing systems. Recycled water meters are prohibited from connecting to potable hydrants. <u>Match purple to purple only</u>
☐	3. Recycled water may not be discharged into storm drains or outside the designated use area that was approved by the water retailer and/or SBWR. Overspray, pooling and runoff of recycled water is not permitted. <u>Cover this in your Safety meetings.</u>
☐	4. <u>Tanker trucks must maintain an air gap</u> of at least twice the diameter of the fill pipe (i.e. water overflows the tank before reaching the fill pipe). Tanker trucks must have <u>water-tight connections</u> , piping and hoses to ensure no leakage will occur during fill-up or use. They must be fully drained before transport and prior to every connection.
☐	5. Recycled water tanker trucks may not transport potable water for potable uses.
☐	6. All tanker trucks accessing and hauling recycled water must satisfy local and state safety requirements. Active auto/truck/trailer and general liability insurance (i.e. an ACORD form) is required.
☐	7. Recycled water meters may be inspected by the retailer for appropriate use at any time. The volume of recycled water used must be reported as specified by the recycled water retailer. 
SPECIAL APPROVAL, TRAINING AND SITE INSPECTION REQUIRED	
☐	8. If recycled water is transferred to other storage containers/reservoirs, they must be labeled with signage equivalent to tanker truck signage and must follow the safety guidelines in this User Agreement.
☐	9. Recycled water may be used for pressure washing and washing equipment and vehicles if the recycled water is not heated and where the general public is excluded from the washing process.
☐	10. Recycled Water may not be used for directional drilling without prior approval from SBWR.
ADVISORY SIGNS	
☐	<u>Tanker Truck Sign:</u> Tanker trucks hauling recycled water must have an SBWR approved adhesive sign issued by retailer at least six inches by twelve inches on the tank, in a location clearly visible to users and workers, with the following wording in one inch, or larger, letters on a purple background.
☐	<u>Tanker Truck Inspection Decal:</u> Tanker trucks hauling recycled water must have an SBWR approved adhesive decal issued by retailer at least three inches by six inches signifying that the tanker truck has passed inspection and met all SBWR requirements.
☐	<u>Appurtenance Sign:</u> Appurtenances serving recycled water must have an SBWR approved adhesive or bolted sign issued by the retailer at least six inches by eight inches, in a location clearly visible to users and workers, with the following wording in one inch, or larger, letters on a purple background.
NONPOTABLE WATER ONLY DO NOT DRINK NO BEBER  	

PLEASE WASH YOUR HANDS AFTER USING RECYCLED WATER

CITY OF MILPITAS
August 2014



City of Milpitas – (408) 586-2600

**AVAILABLE SITES FOR CONSTRUCTION PURPOSES
USING RECYCLED WATER SOURCE**



South Bay Water Recycling Recycled Water Access Point Program Fact Sheet

Expanding Recycled Water Use with Recycled Water Access Points (RWAP)

To conserve our valuable drinking (potable) water supplies, South Bay Water Recycling (SBWR) has made recycled water available for commercial non-potable uses at several truck fill locations in San José and Milpitas. State Approved uses include construction activities such as grading, compaction, concrete wetting, and dust control as well as landscape irrigation, pressure washing, and sewer flushing.



Recycled Water Quality

Recycled water is highly treated to meet rigorous and protective standards set by the State Water Resources Control Board – Division of Drinking Water, and SBWR currently supplies clean and safe tertiary-treated recycled water to over 750 customers in San Jose, Milpitas and Santa Clara.

Participation Requirements

Users must complete a short Training and sign a User Agreement to confirm the correct use of the fill stations and the proper handling of recycled water. In addition, trucks must be inspected and labeled to certify that they are correctly equipped to transfer recycled water.

After truck and driver certification, users will be issued a portable recycled water meter, with a unique nozzle that can only fit the RWAP hydrants. This minimizes the possibility of cross-connections between the potable and recycled water distribution systems.

Construction exemptions for required use of recycled water may be granted on a case by case basis, depending on the availability of recycled water near the project site. Please contact the City Planning Department for more information on the required use of recycled water for proposed projects.

Getting Started

In order to complete the certification process, and receive meters, site keys, and the most updated site maps, please contact the recycled water retail agencies listed below:

Milpitas – call (408) 586-2600

San Jose –call (408) 277-3671

RWAP Supervisor Trainings are scheduled every Wednesday morning from 9am-11am at the San Jose/Santa Clara Regional Wastewater Facility (700 Los Esteros Road in San José) or by appointment. Contact the City of Milpitas for trainings and inspections in their area.



South Bay Water Recycling Recycled Water Access Point FAQs

1. What is a Recycled Water Access Point?

A Recycled Water Access Point (or RWAP) is a stand-pipe that allows a certified RWAP Supervisor access to recycled water to fill their tanker truck.

2. How can I get locations and information about using recycled water from an RWAP?

Please contact your local water retailer or South Bay Water Recycling for availability in your area.

[City of Milpitas – \(408\) 586-2600](#)

[City of San José – South Bay Water Recycling \(408\) 277-3671](#)

3. What are the uses for recycled water?

Recycled water is approved for nonpotable (non drinking) uses such as irrigation, dust control, and street sweeping

4. Can I use recycled water to irrigate my landscape at home?

No. Recycled Water is approved only for commercial (non-residential) uses.

5. Can I drink recycled water?

No. At this time, recycled water is not approved for drinking.

6. Do I have to use recycled water?

The use of recycled water is required by many city ordinances if recycled water is available. Visit your local city's planning department for availability in your area.

7. Where does recycled water come from?

Recycled water is produced from treated wastewater from the San Jose/Santa Clara Regional Wastewater Facility.

8. Why is recycled water regulated more than potable (drinking) water?

Recycled water is safe to use by trained personnel to assure it is used appropriately and that the public drinking water supply is separated and protected from contamination.

9. Are there any rules I need to follow when using recycled water?

Recycled water has not been treated and disinfected for drinking. The use of recycled water is therefore regulated by the State of California Division of Drinking Water, State Water Resources Control Board to ensure that the public health and potable water supply are separated and protected from contamination. To assure that the use is appropriate, the State has required that users be trained, vehicles and sites are inspected and certified, and appropriate safeguards are in place to protect public health.

10. Do I have to use a special container?

All containers must be properly labeled, per the SBWR RWAP User Agreement. Recycled water is only distributed to certified RWAP Supervisors with registered trucks that have been inspected.

11. Can I store recycled water at my site or commercial business?

Yes. Recycled water can be stored on site, with appropriate signage and use management per the User Agreement.

12. Do I have to get certified in multiple cities or will one certification work at all SBWR locations?

Recycled Water Access Point Supervisors can be trained and registered at any qualified SBWR water agency.

13. Can I take the recycled water I picked up in one city and take it to another city?

Yes. Recycled water purchased from one city may be used in a different city.

14. Can I use a potable meter to access recycled water or do I have to get a special meter?

The RWAP meter is different from a potable water meter, so you must use a recycled water RWAP meter when accessing recycled water.

15. Do I need to clean my tank or container before filling it with potable water?

Recycled water trucks must be certified and registered to carry water for nonpotable uses only.

16. What if I have multiple tanker trucks?

All trucks must be inspected and registered with SBWR.

17. How much does recycled water cost?

Please contact your water retailer for prices and availability.

18. How do I report my recycled water usage and pay?

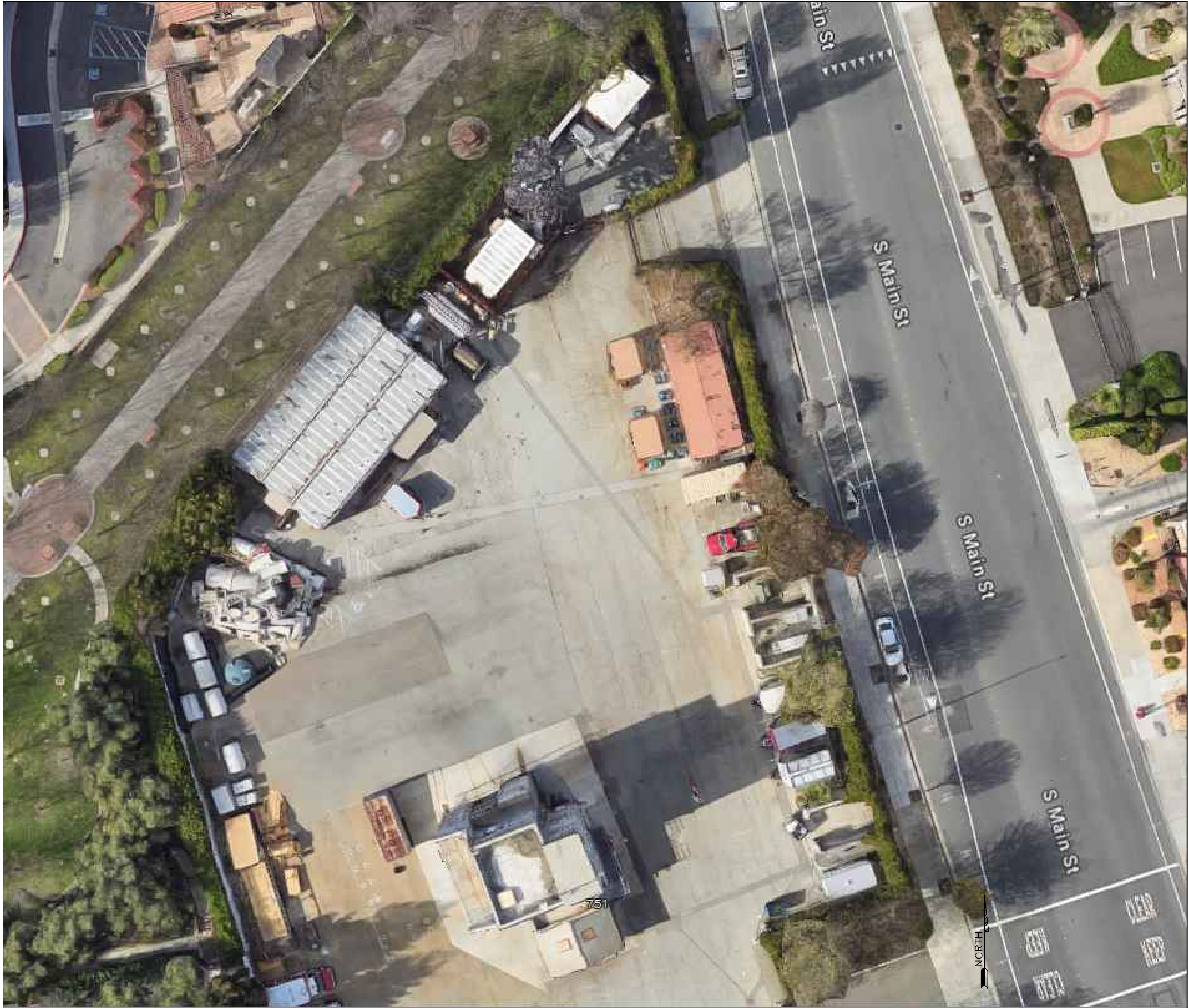
It will vary depending on recycled water retailer. Please see your local recycled water retailer for specifics.

CITY OF MILPITAS

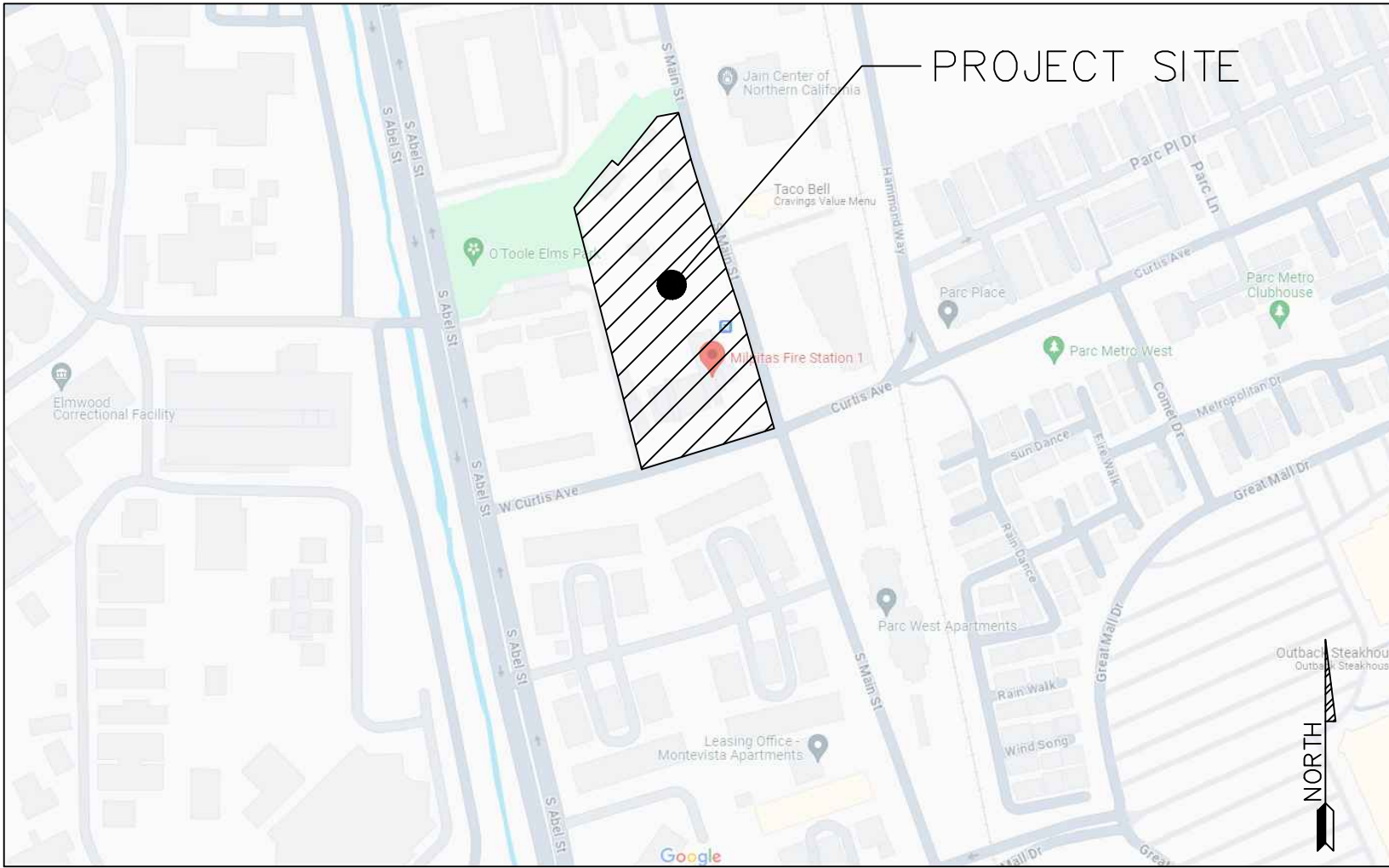
FIRE STATION NO. 1 FIRE SERVICE UPGRADE

PROJECT NO. 3465 & 7100

777 SOUTH MAIN ST., MILPITAS, CA 95035



PROJECT SITE



Vicinity Map

PROJECT SCOPE

THE PROJECT SCOPE INCLUDES, BUT NOT LIMITED TO, DEMOLITION, TRENCHING, BACKFLOW PREVENTER UPGRADE, INSTALLATION OF APPROXIMATELY 200' OF FIRE SERVICE LATERAL AND POST INDICATOR VALVES (PIVs), REPLACEMENT OF EXISTING FIRE HYDRANT, AND PAVEMENT RESTORATION.

SHEET INDEX

DWG NO.	SHEET TITLE
C-1.0	TITLE SHEET
C-1.1	GENERAL NOTES
C-2.0	DEMOLITION PLAN
C-3.0	IMPROVEMENTS PLAN
C-4.0	DETAILS 1
C-4.1	DETAILS 2
C-5.0	CONSTRUCTION BEST MANAGEMENT PRACTICE

Designer Stamp: 	Record Drawings		Revisions					CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO.
	Designer: _____ Date: _____		Drawn By: _____ Date: _____		FIRE STATION NO. 1 FIRE SERVICE UPGRADE			Rec. Dwg No.		
	Public Works Inspector: _____ Date: _____		Checked By: _____ Date: _____		PROJECT NO. CP3465 & 7100			2-####		
	Project Engineer: _____ Date: _____		Designed By: _____ Date: _____		TITLE SHEET			C-1.0		
	Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____							SCALE:		
						RECOMMENDED FOR BIDDING BY: <u>Lyhak Eam</u> DATE: 08/26/2024		RECOMMENDED FOR APPROVAL FOR BIDDING BY: <u>Michael Silveira</u> DATE: 08/26/2024		SHEET <u>1</u> OF <u>7</u>
						Lyhak Eam, P.E., Acting Public Works Division Manager – Engineering		Michael Silveira, P.E., City Engineer		

GENERAL NOTES:

1. ALL MATERIAL AND WORKMANSHIP SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED CONTRACT DRAWINGS AND SPECIFICATIONS, LATEST EDITION OF STANDARDS AND ORDINANCES OF THE CITY OF MILPITAS AND THE LATEST STATE STANDARD SPECIFICATIONS. STANDARD DRAWINGS AND DETAILS ARE AVAILABLE AT THE ENGINEERING DEPARTMENT, 408-586-3300. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE IMPROVEMENTS SHOWN ON THESE CONTRACT DRAWINGS, FROM THE APPROPRIATE AGENCIES AND TO COMPLY WITH THE AGENCIES' REQUIREMENTS. THE CONTRACTOR MUST COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.

2. CONTRACTOR MUST NOTIFY THE CITY PROJECT INSPECTOR 48 HOURS IN ADVANCE BEFORE STARTING ANY WORK.

3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES, CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800)-642-2444 AND OBTAIN A REFERENCE NUMBER. ANY ADDED COST ON THE PART OF THE CONTRACTOR AS A RESULT OF THE ACTUAL LOCATIONS OF EXISTING UTILITIES BEING DIFFERENT FROM THOSE SHOWN ON THE CONTRACT DRAWINGS SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT UNIT PRICE.

4. ALL QUANTITIES AND PAY ITEMS ARE AND WILL BE BASED ON ACTUAL FIELD MEASUREMENTS. ALL LOCATIONS OF MANHOLES, VALVE BOXES, UTILITY BOXES, MONUMENTS, AND TRAFFIC LOOPS ON CONTRACT DRAWINGS ARE APPROXIMATE AND SHALL BE FIELD LOCATED PRIOR TO RESTORATION.

5. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO STARTING CONSTRUCTION. ANY CONFLICT WITH THE CONTRACT DRAWINGS OR SPECIFICATIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CITY PROJECT ENGINEER.

6. CONTRACTOR SHALL MEET WITH PROJECT INSPECTOR AND SIGN OFF ON QUANTITIES WITHIN 48 HOURS OF COMPLETING EACH SEGMENT.

7. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES AND SHALL OBTAIN AN APPROVED CHANGE ORDER PRIOR TO EXCEEDING ESTIMATED QUANTITIES.

8. ALL RESPONSIBLE CONTRACTOR REPRESENTATIVES (CONTRACTOR'S SUPERINTENDENT AND SUBCONTRACTOR'S SUPERINTENDENT) WILL BE REQUIRED TO ATTEND A PRE-CONSTRUCTION MEETING WHICH WILL BE SCHEDULED BY THE CITY PRIOR TO THE COMMENCEMENT OF ANY WORK.

9. CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE TO THE PROJECT ENGINEER WITHIN 21 DAYS AFTER THE ISSUANCE OF THE NOTICE OF AWARD AND SHALL BE APPROVED PRIOR TO ISSUANCE OF NOTICE PROCEED.

10. DETOUR OF THROUGH TRAFFIC TO NEARBY STREETS WILL NOT BE PERMITTED. CONTRACTOR MUST MAINTAIN AT LEAST ONE THROUGH TRAFFIC LANE, PER TRAVEL DIRECTION, AT ALL TIMES OR MAKE SPECIAL PROVISION TO ALLOW THROUGH TRAFFIC.

11. ALL EXISTING UTILITIES, IMPROVEMENTS, LANDSCAPING AND PROPERTY THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER, AT CONTRACTOR'S SOLE EXPENSE.

12. SAFETY MEASURES: AT ALL TIMES THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING PUBLIC SAFETY, WORKER SAFETY AND PROPERTY. INCLUDING COMPLIANCE WITH REQUIREMENTS AND PERMIT CONDITIONS OF THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY. (THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT JUST DURING WORKING HOURS) AND FOR ALL NECESSARY INDEPENDENT ENGINEERING REVIEWS OF THE CONDITIONS. THE ENGINEER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES. WHENEVER THE CONTRACTOR'S OPERATIONS CREATE A CONDITION HAZARDOUS TO TRAFFIC OR PUBLIC, CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN APPROPRIATE TRAFFIC SAFETY DEVICES AND SIGNAGE TO PREVENT ACCIDENTS OR DAMAGE OR INJURY TO THE PUBLIC.

13. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY AND HEALTH STANDARDS AND.

14. HAUL ROUTES SHALL BE ONLY ON THOSE STREETS AS PRE-APPROVED BY THE CITY ENGINEER. THE CONTRACTOR SHALL NOT ALLOW MATERIAL TO BLOW OR SPILL OVER AND UPON SAID ADJACENT, PUBLIC OR PRIVATE PROPERTY WHEN HAULING EARTH, SAND, GRAVEL, STONE, DEBRIS, PAPER, OR ANY SUBSTANCE OVER ANY PUBLIC STREET, ALLEY OR PUBLIC PLACE.

15. ALL SURVEY MONUMENTATIONS SHALL BE PROTECTED AND PERPETUATED IN PLACE. ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A CALIFORNIA LICENSED LAND SURVEYOR AT THE DIRECTION OF THE CITY ENGINEER, AT THE CONTRACTOR'S SOLE EXPENSE.

16. NO CONSTRUCTION IS PERMITTED ON THE FOLLOWING HOLIDAYS: NEW YEARS DAY, MARTIN LUTHER KING BIRTHDAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY.

17. CONTRACTOR SHALL COMPLY WITH THE CITY'S NON-POINT SOURCE POLLUTION PREVENTION ORDINANCE AND THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND USE/INSTALLATION OF BEST MANAGEMENT PRACTICES (BMP) FOR THIS PROJECT.

18. CONTRACTOR SHALL MAINTAIN THE PROJECT SITES IN A NEAT AND PROFESSIONAL CONDITION AT ALL TIMES. CONTRACTOR SHALL PROVIDE ON-GOING STREET SWEEPING OPERATIONS, SIDEWALK & DRIVEWAY CLEAN UP OF DEBRIS & LOOSE MATERIALS, DURING AND AFTER ROADWAY GRINDING. CONTRACTOR SHALL NOT STORE MATERIALS ON PUBLIC ROADWAYS. CONTRACTOR SHALL REMOVE ALL DEBRIS AND EQUIPMENT AT THE END OF EACH WORKING DAY.

19. THE CONTRACTOR SHALL PROVIDE TEMPORARY PEDESTRIAN WALKWAYS/PATHS THAT ARE ADA COMPLIANT TO TRAVERSE AROUND WORK AND FOR EVERY PEDESTRIAN RAMP/SIDEWALK SECTION REMOVED.

20. ANY OPERATION THAT CREATES DUST SHALL BE STOPPED IMMEDIATELY IF DUST AFFECTS ADJACENT PROPERTIES. SUFFICIENT WATERING TO CONTROL DUST IS REQUIRED AT ALL TIMES AND A DUST PALLIATIVE MAY BE REQUIRED BY THE CITY ENGINEER. MUD TRACKED ONTO STREETS OR ADJACENT PROPERTIES SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. STREETS SHALL BE SWEEPED AT CONTRACTOR'S EXPENSE AS REQUIRED BY THE PROJECT SPECIFICATIONS AND AS DIRECTED BY THE CITY ENGINEER.

21. CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF SECTION 00 72 13 - GENERAL CONDITIONS, ARTICLE 28, HOURS OF WORK, OF THE PROJECT SPECIFICATIONS. FURTHER, BY THE CITY OF MILPITAS ORDINANCE, THE CONTRACTOR SHALL NOT ENGAGE OR PERMIT OTHERS TO ENGAGE IN ANY CONSTRUCTION RELATED OPERATIONS INCLUDING DELIVERY OF MATERIALS AND/OR EQUIPMENT TO OR FROM THE CONSTRUCTION SITE EXCEPT WITHIN THE HOURS OF 7:00 AM TO 7:00 PM ON WEEKDAYS AND WEEKENDS.
22. CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROLS INCLUDING FLAG PERSONS PER SPECIFICATIONS AND SHALL SUBMIT A TRAFFIC CONTROL PLAN SUBJECT TO THE APPROVAL OF THE CITY ENGINEER, PRIOR TO THE START OF WORK WITHIN THE PUBLIC RIGHT OF WAY. THE CITY RESERVES THE RIGHT TO REQUIRE MODIFICATIONS TO THE APPROVED PLAN IN THE FIELD.

23. AT ALL TIMES, THE CONTRACTOR SHALL HAVE A SUFFICIENT NUMBER OF CONES, TEMPORARY SIGNAGE, BARRICADES, AND OTHER TRAFFIC CONTROL AND SAFETY DEVICES ON HAND IN ORDER TO SAFELY PROSECUTE THE WORK AND TO DIRECT TRAFFIC INCLUDING BICYCLIST AND PEDESTRIANS AS DETERMINED BY THE CITY ENGINEER.

24. SIDEWALKS AND DRIVEWAYS SHALL NOT BE BLOCKED WITHOUT PRIOR APPROVAL FROM THE CITY ENGINEER.

25. CONTRACTOR'S LICENSE REQUIREMENTS ARE NOTED IN THE CONTRACT SPECIFICATIONS AND NOTICE INVITING BIDS.

26. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE CITY OF MILPITAS AND ITS AUTHORIZED REPRESENTATIVES AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

27. TEMPORARY ROADWAY MARKINGS SHALL BE INSTALLED IMMEDIATELY AFTER STRIPING REMOVAL OPERATIONS. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL TEMPORARY STRIPING/FLOPPY DELINEATOR & SIGNAGE UNTIL PERMANENT ROADWAY MARKINGS ARE INSTALLED.

28. FINAL ROADWAY MARKING INSTALLATION SHALL BE INSTALLED NO LATER THAN 14 DAYS AFTER INSTALLATION OF THE FINAL ROADWAY SURFACE.

29. CONTRACTOR MUST NOTIFY CITY INSPECTOR AFTER CAT-TRACKING OF NEW ROADWAY MARKINGS, LEGENDS AND PAVEMENT MESSAGES AND OBTAIN APPROVAL PRIOR TO THE INSTALLATION OF FINAL MARKINGS.

30. CONTRACTOR SHALL NOTIFY MILPITAS SCHOOL DISTRICT; WASTE SERVICES; ALL TRANSPORTATION COMPANIES AND EMERGENCY SERVICES OF PAVING SCHEDULE TO ALLOW COORDINATION. SEE SPECIFICATIONS E-02 FOR LISTINGS OF PHONE NUMBERS AND REQUIREMENTS.

31. UNLESS NOTED OTHERWISE, THERE WILL BE NO TOTAL STREET CLOSURES. CONTRACTOR MUST MAKE PROVISIONS TO ALLOW FOR THROUGH TRAFFIC AND ACCESS TO ALL DRIVEWAYS. CONTRACTOR MUST STAGE ACCORDINGLY AND NOT REMOVE ANY LARGER AREAS THAN CAN BE CONSTRUCTED AND REOPENED IN A GIVEN DAY.

32. ALL UTILITY BOXES & LID REMOVED AND REPLACED IN CONJUNCTION WITH MISCELLANEOUS CONCRETE SHALL BE INSTALLED AT FINISHED GRADE.

33. THE CITY OF MILPITAS ORDINANCE NO. 240.2, PROHIBITS POTABLE WATER USE FOR CONSTRUCTION ACTIVITIES SUCH AS DUST CONTROL, COMPACTION, AND BUILDING PAD TREATMENT. REFER TO THE LATEST "SOUTH BAY WATER RECYCLING RECYCLED WATER ACCESS POINTS PROGRAM IMPLEMENTATION PLAN" FOR PERMITTING REQUIREMENTS GUIDELINES, AND RESPONSIBLE PERSON TRAINING AND EQUIPMENT CERTIFICATION.

34. ALL WATER VALVES ARE TO BE KEPT ACCESIBLE AT ALL TIME. RAISE WATER VALVE BOXES TO GRADE WITHI 72 HOURS AFTER AC OVERLAY.

Designer Stamp: 	Record Drawings Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility/Facility Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____	Drawn By: _____ Date: _____ Checked By: _____ Date: _____ Designed By: _____ Date: _____	Revisions <table><tr><th>Nom.</th><th>Description</th><th>Engr. Aprv.</th><th>Date</th></tr><tr><td>△</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	Nom.	Description	Engr. Aprv.	Date	△																																					CITY OF MILPITAS ENGINEERING DIVISION FIRE STATION NO. 1 FIRE SERVICE UPGRADE PROJECT NO. CP3465 & 7100 GENERAL NOTES RECOMMENDED FOR BIDDING BY: <i>Lyhak Eam</i> DATE: 08/26/2024 Lyhak Eam, P.E., Acting Public Works Division Manager – Engineering	PROJECT NO. CP3465 Rec. Dwg No. 2-### C-1.1 SCALE: SHEET 2 OF 7
	Nom.	Description	Engr. Aprv.	Date																																										
	△																																													



SITE MAP
SCALE: 1" = 20'

LEGEND

- EXISTING GENERATOR TO BE REMOVED BY OTHERS
- EXISTING MODULAR BUILDING TO BE REMOVED BY OTHERS
- EXISTING FENCING
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- EXISTING ELECTRIC CONDUIT
- EXISTING BACKFLOW PREVENTER
- EXISTING POST INDICATOR VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE

GENERAL NOTES

- CONTRACTOR TO REMOVE ANY VEGETATION, TREE ROOTS, ETC. NECESSARY TO PERFORM THE DEMOLITION WORK.



Designer Stamp: 	Record Drawings	Drawn By: <u>RO</u> Date: 6/5/2024 Checked By: <u>IC</u> Date: 6/5/2024 Designed By: _____ Date: _____	Revisions		CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CP3465
	Designer: _____ Date: _____				FIRE STATION NO. 1 FIRE SERVICE UPGRADE		Rec. Dwg No. 2-####
	Public Works Inspector: _____ Date: _____				PROJECT NO. CP3465 & 7100		C-20
	Utility/Facility Dept. Head: _____ Date: _____				DEMOLITION PLAN		SCALE:
	Project Engineer: _____ Date: _____				RECOMMENDED FOR BIDDING BY: <u>Lyhak Eam</u> DATE: 08/26/2024		SHEET <u>3</u> OF <u>7</u>
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____					Lyhak Eam, P.E., Acting Public Works Division Manager – Engineering		



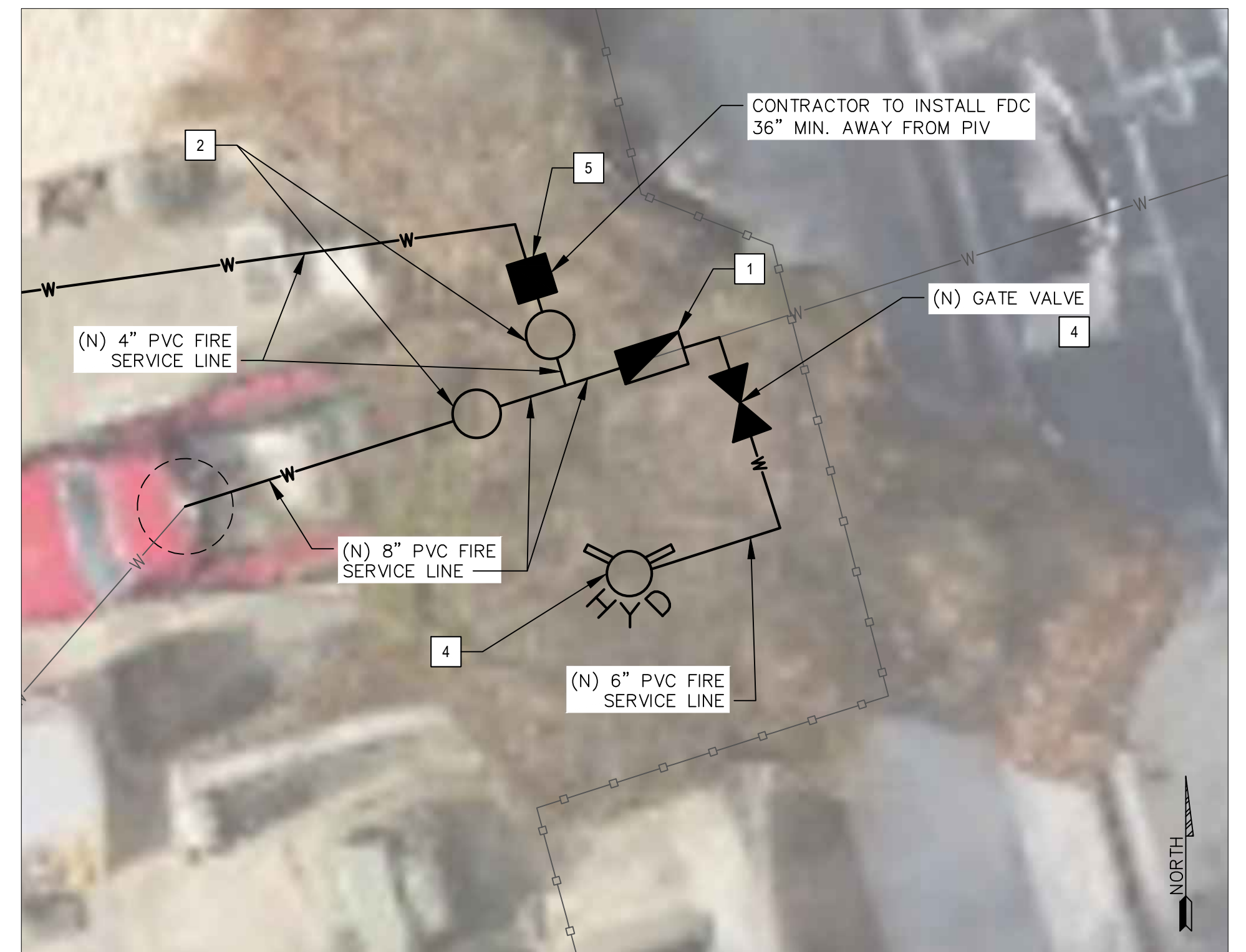
SITE MAP
SCALE: 1" = 20'

LEGEND

	EXISTING FENCING
	EXISTING SANITARY SEWER LINE
	EXISTING WATER LINE
	PROPOSED WATER LINE
	EXISTING ELECTRIC CONDUIT
	PROPOSED BACKFLOW PREVENTER
	EXISTING BACKFLOW PREVENTER
	PROPOSED POST INDICATOR VALVE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	EXISTING WATER VALVE
	PROPOSED FIRE DEPARTMENT CONNECTION

KEY NOTES

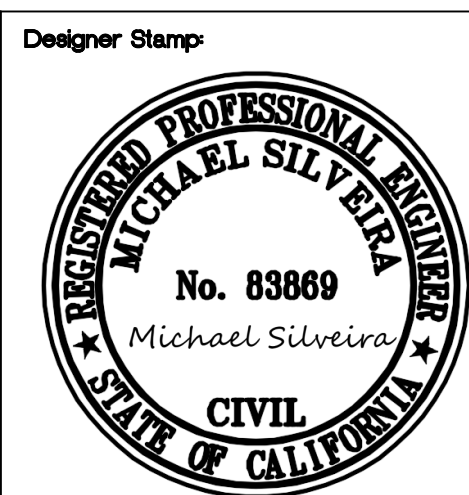
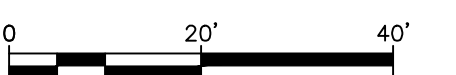
1. INSTALL (N) 8" DOUBLE CHECK DETECTOR ASSEMBLY FOR FIRE SERVICE. SEE DETAIL 1 ON SHEET C-4.0.
2. INSTALL (N) POST INDICATOR VALVE (PIV). SEE DETAIL 2 ON SHEET C-4.0.
3. INSTALL (N) 4" PVC FIRE SERVICE LINE. SEE BACKFILL DETAIL 3 ON SHEET C-4.0.
4. INSTALL (N) FIRE HYDRANT PER CITY STANDARD. SEE DETAIL 5 ON SHEET C-4.0.
5. INSTALL (N) FIRE DEPARTMENT CONNECTION. SEE DETAIL 3 ON SHEET C-4.1.



DETAIL 1
SCALE: 1" = 5'

NOTES:

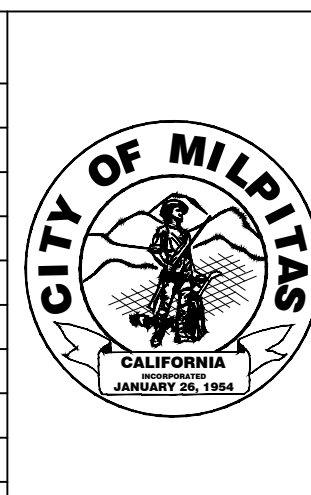
1. ALL NEW UTILITIES FEATURES SHALL BE INSTALLED WITHIN LANDSCAPE AREA. CONTRACTOR TO VERIFY EXACT LOCATION WITH CITY STAFF PRIOR TO INSTALLATION.
2. ALIGNMENT SHALL BE VERIFIED IN THE FIELD.
3. ENSURE 36" MINIMUM COVER FOR NEW UTILITIES.
4. LOCATION OF RISER IS SUBJECT TO CHANGE. CONTRACTOR SHALL VERIFY CONNECTION POINT WITH ENGINEER IN THE FIELD.



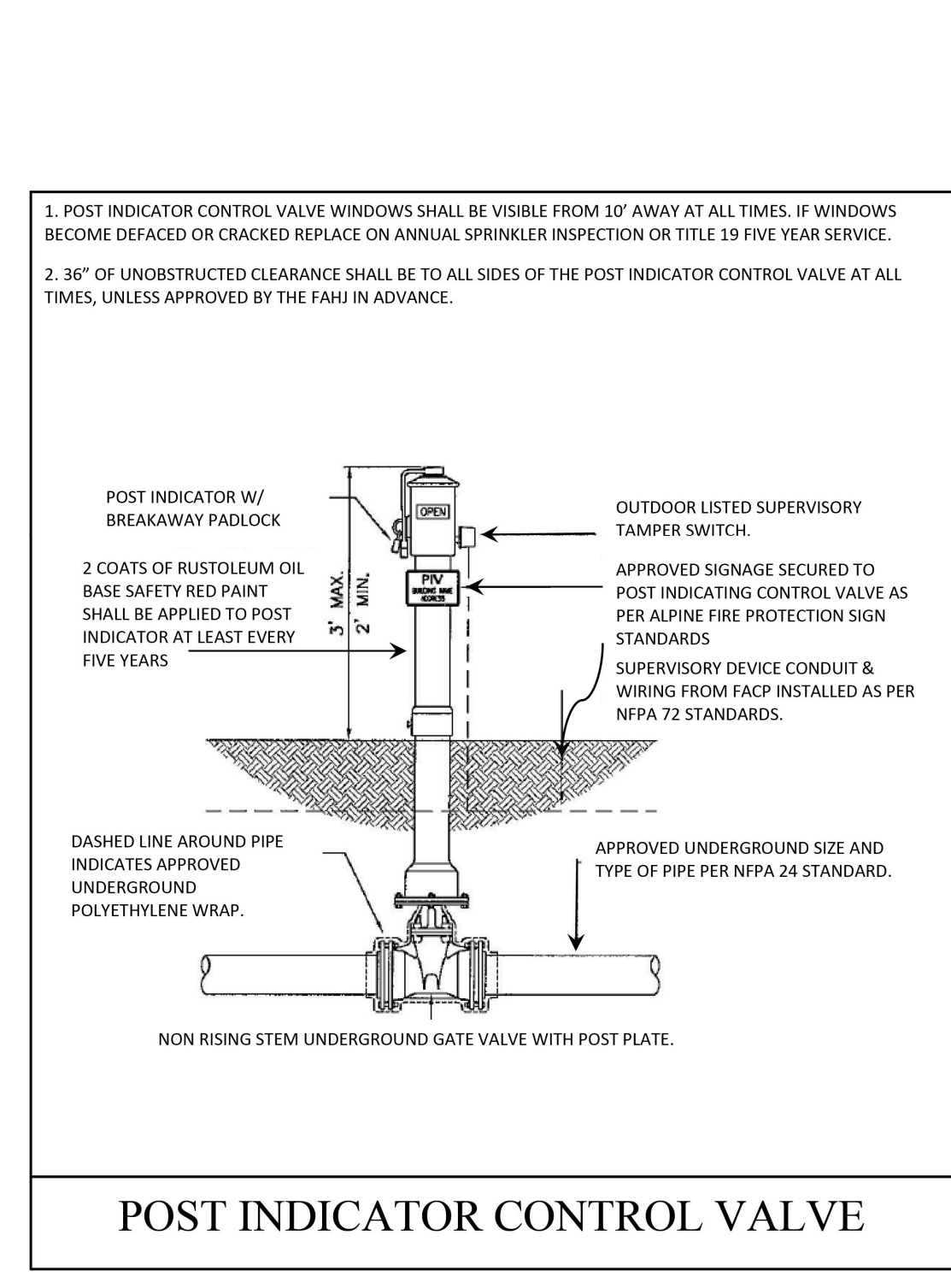
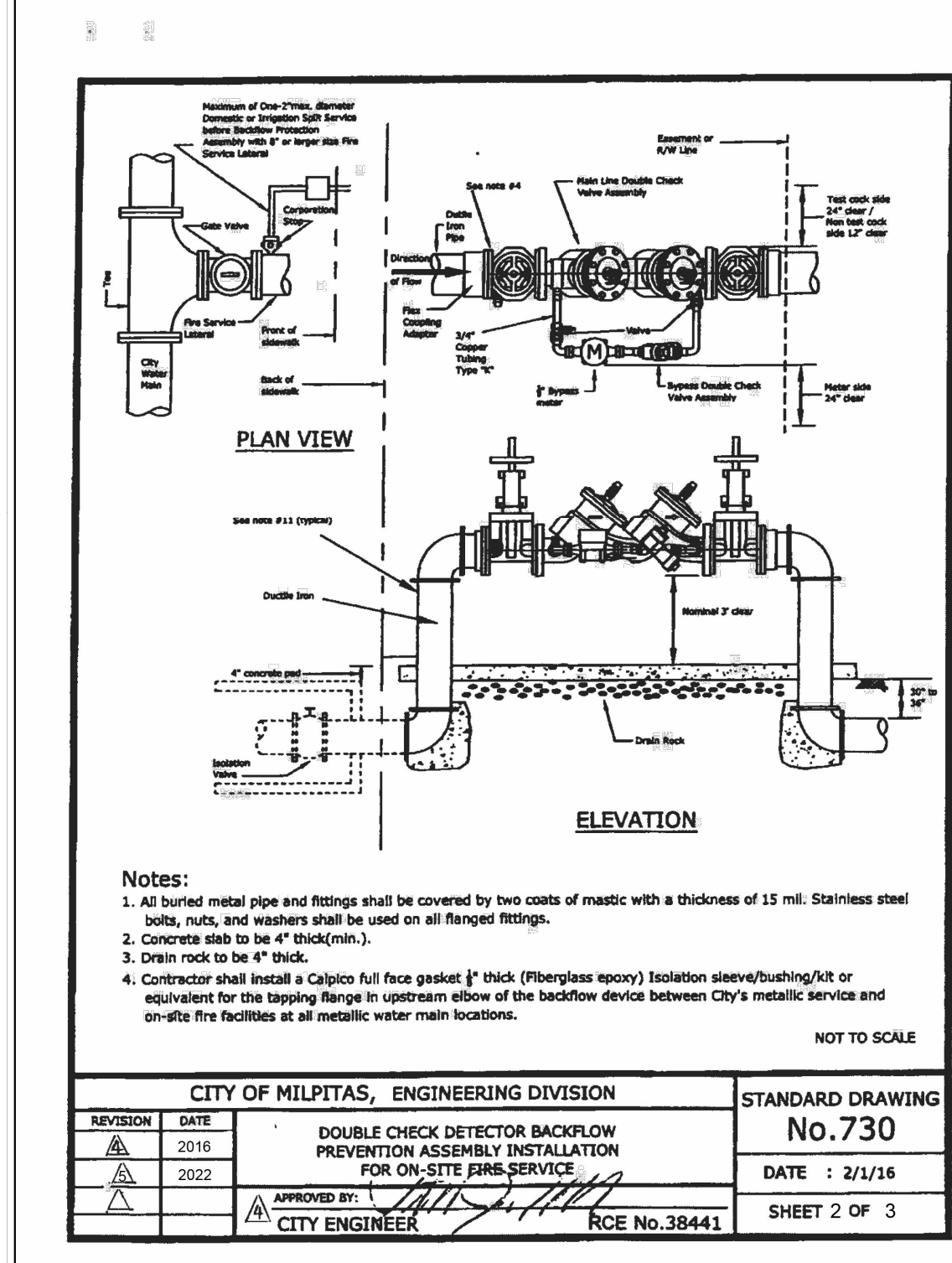
Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council on: _____	Res. No. _____

Drawn By: <u>RO</u> Date: 6/5/2024
Checked By: <u>IC</u> Date: 6/5/2024
Designed By: _____ Date: _____

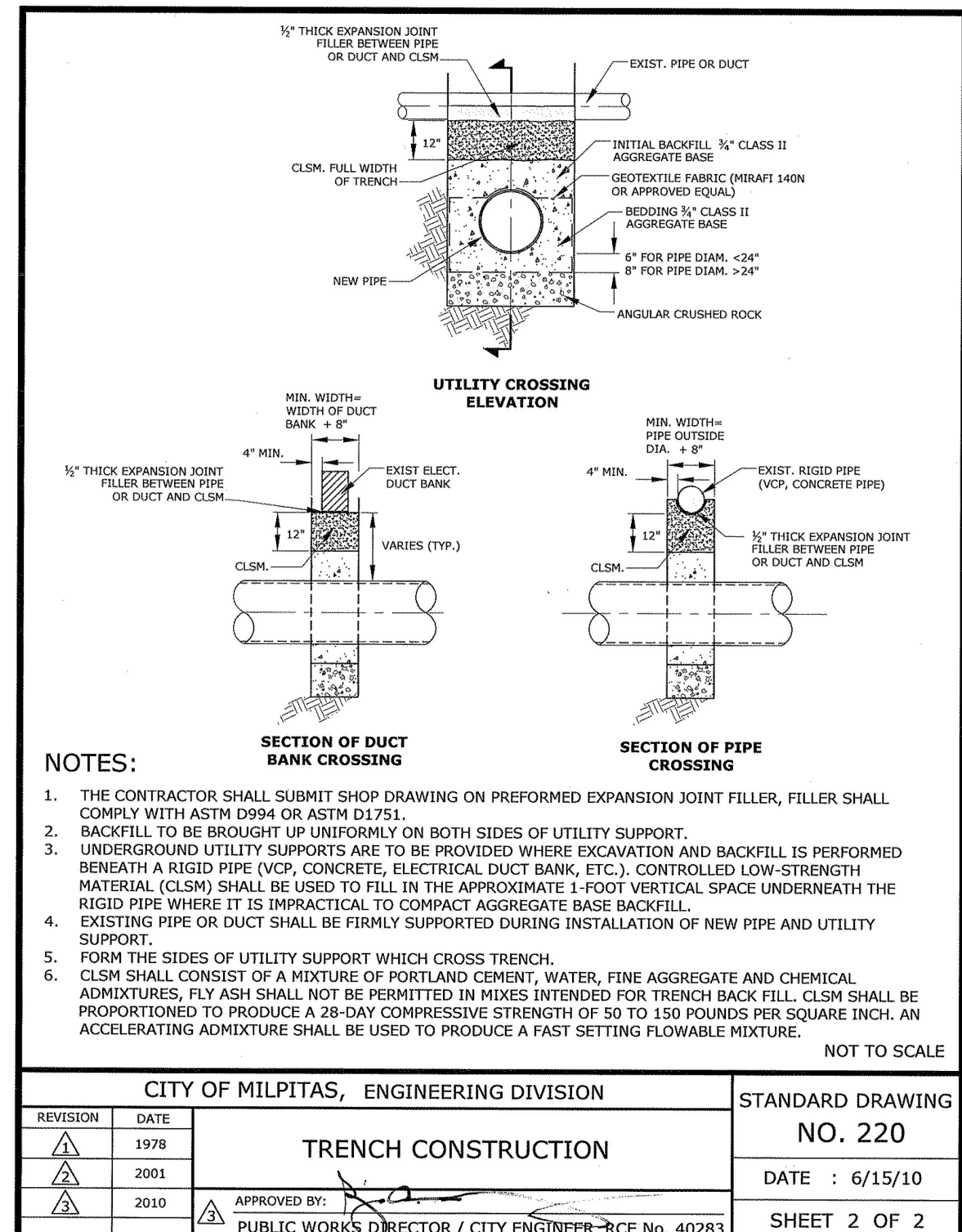
Revisions			
Num.	Description	Engr. Aprv.	Date
1			



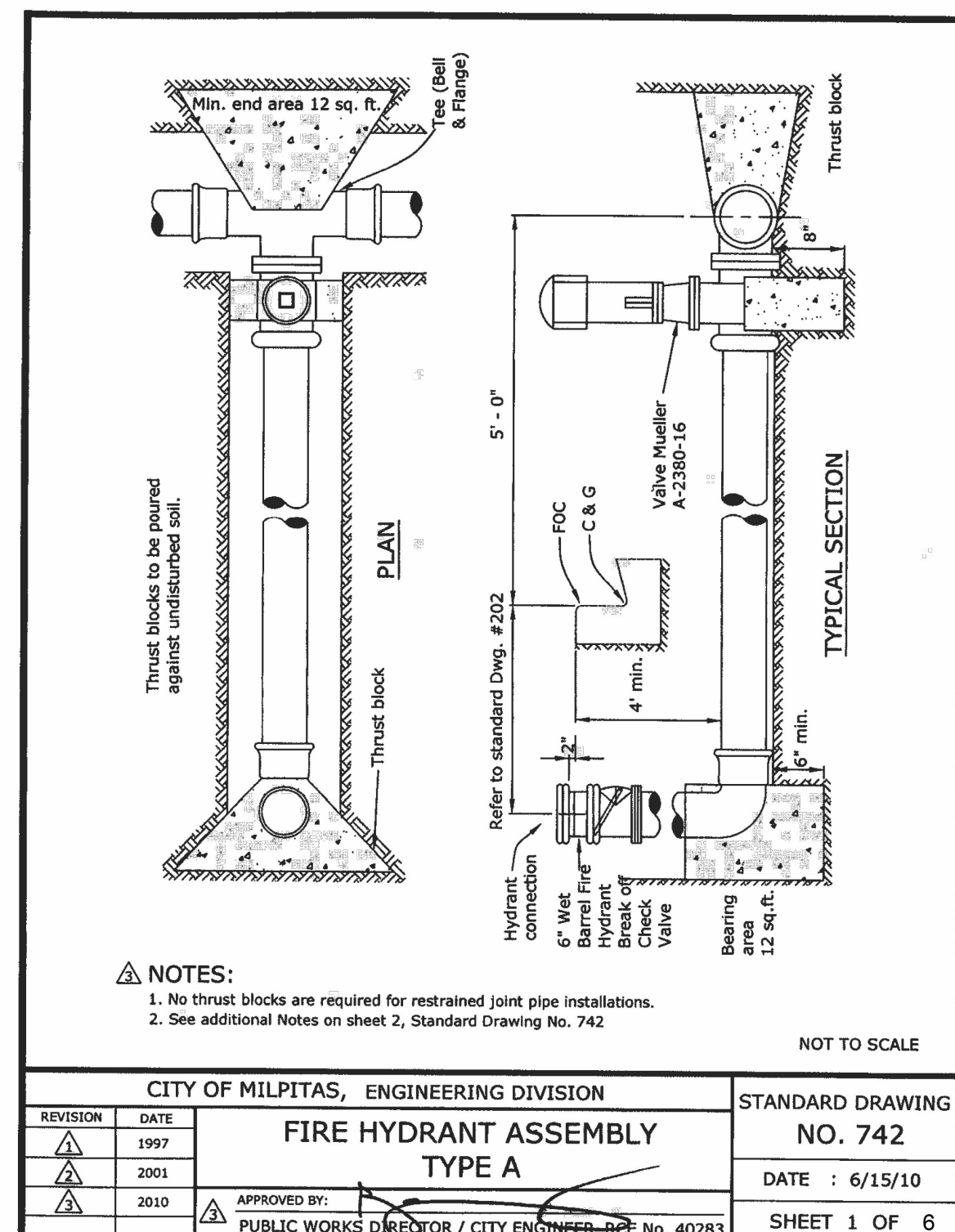
CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CP3465
FIRE STATION NO. 1 FIRE SERVICE UPGRADE		Rec. Dwg No. 2-###
PROJECT NO. CP3465 & 7100		C-3.0
IMPROVEMENTS PLAN		SCALE:
RECOMMENDED FOR BIDDING BY: <u>Lyhak Eam</u> DATE: 08/26/2024		SHEET <u>4</u> OF <u>7</u>
Lyhak Eam, P.E., Acting Public Works Division Manager - Engineering		



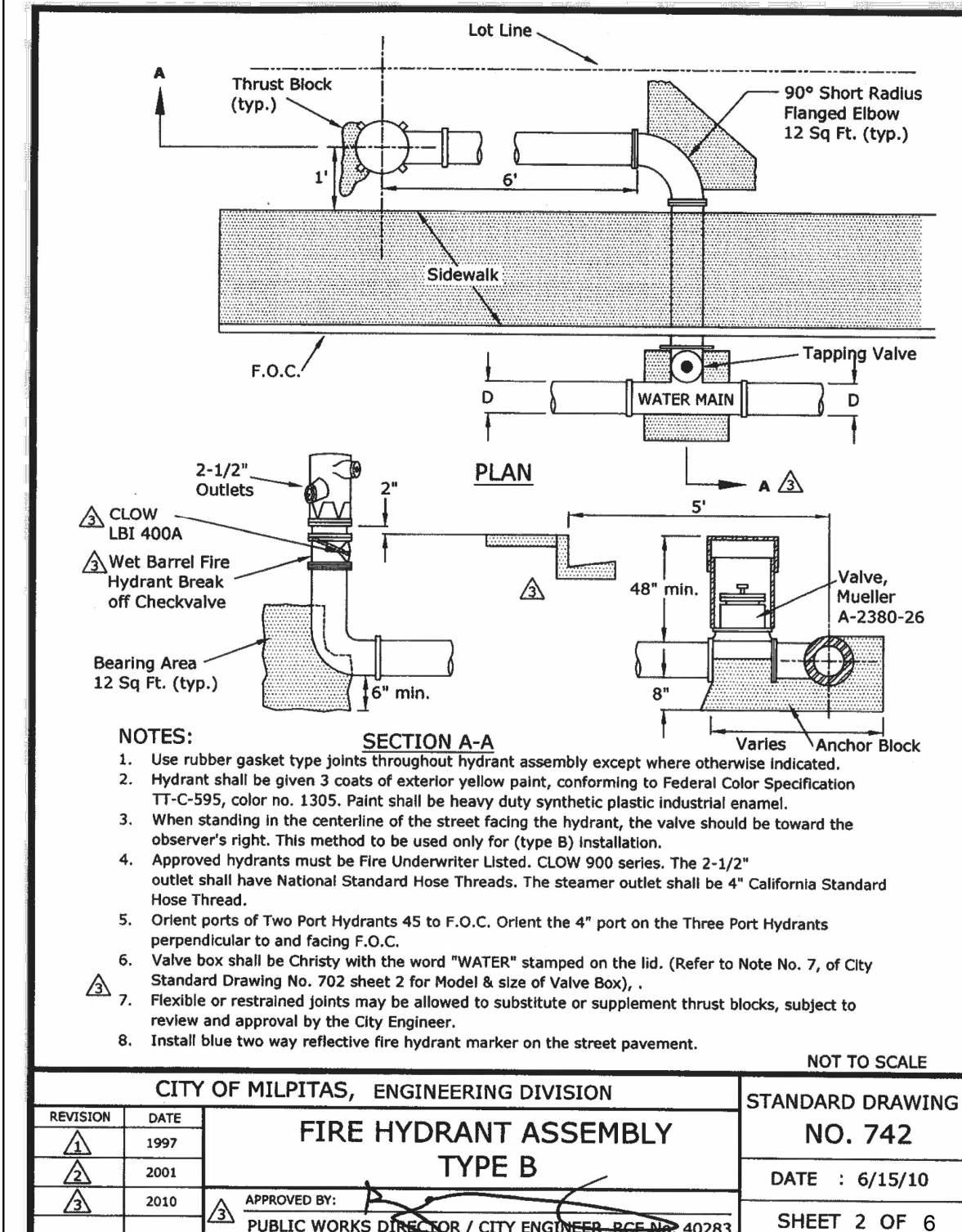
2 POST INDICATOR CONTROL VALVE

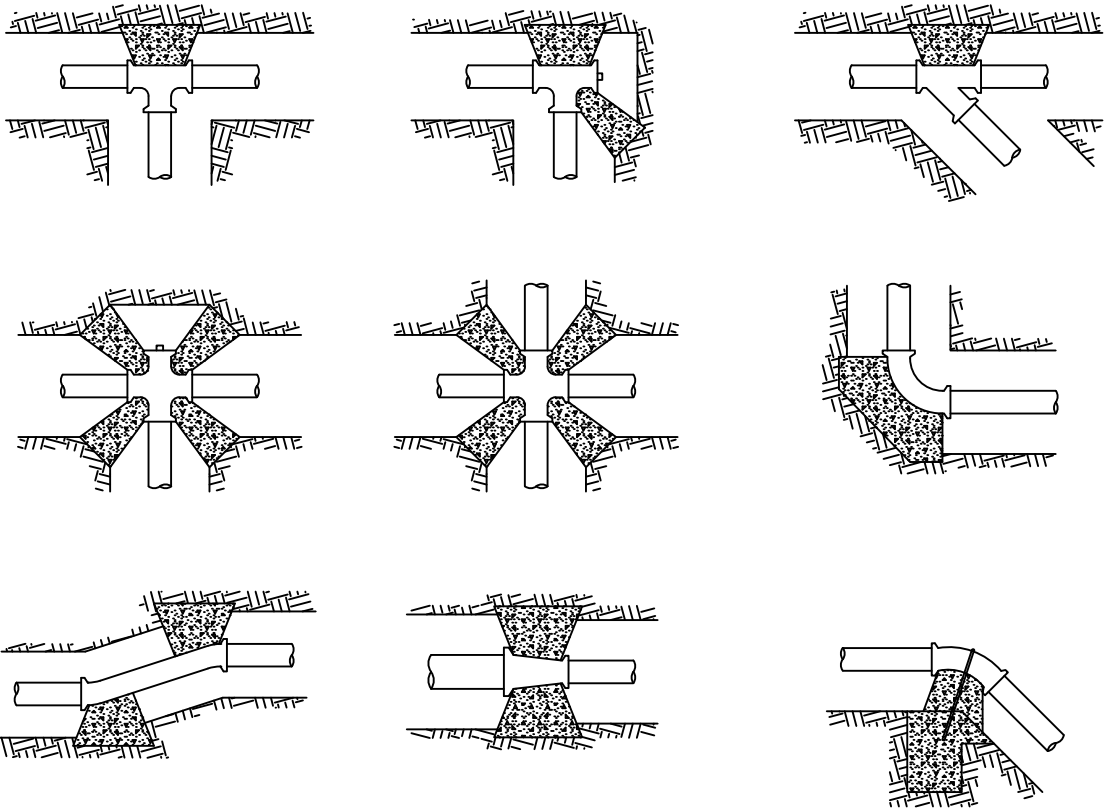


4 PAVEMENT RESTORATION
CITY STANDARD DRAWING NO. 222



5 FIRE HYDRANT ASSEMBLY





REQUIRED BEARING AREA OF THRUST BLOCKS

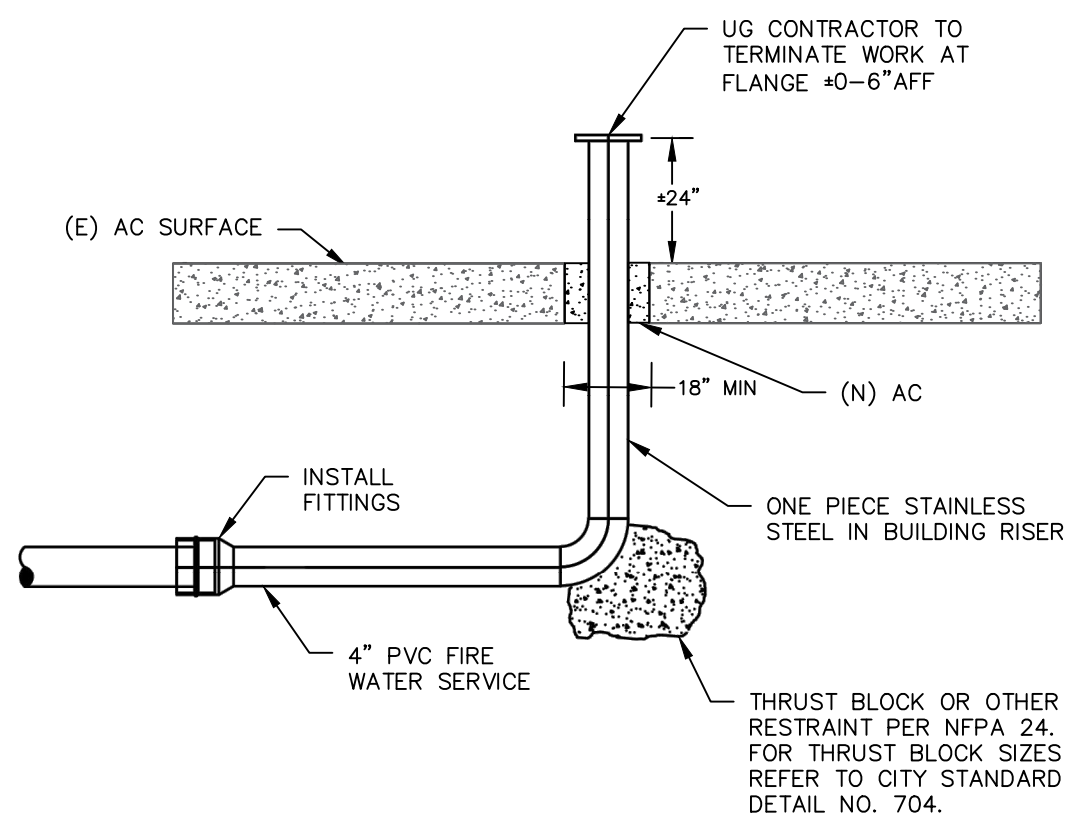
PIPE SIZE	TEE & DEAD END	90° BEND	45° BEND	22-1/2° BEND
6"	8 SQ. FT.	12 SQ. FT.	6 SQ. FT.	3 SQ. FT.
8"	14 SQ. FT.	20 SQ. FT.	11 SQ. FT.	5 SQ. FT.
10"	23 SQ. FT.	32 SQ. FT.	17 SQ. FT.	9 SQ. FT.
12"	32 SQ. FT.	45 SQ. FT.	24 SQ. FT.	12 SQ. FT.

Notes:

- ALL CONCRETE TO BE CLASS A, 3,000 PSI COMPRESSIVE STRENGTH.
- CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL TEES, CROSSES, BENDS(HORIZONTAL OR VERTICAL), AT SIZE CHANGES, AND AT ALL FIRE HYDRANTS AND PLUGS. BEARING SURFACE OF BLOCKS TO EXTEND TO UNDISTURBED GROUND.
- ANCHOR BLOCKS WITH TIE-DOWN ROD FOR VERTICAL BENDS SHALL BE INSTALLED WHERE REQUIRED BY THE ENGINEER. BLOCK MASS SHALL BE DESIGNED TO RESIST THRUST AND SHALL BE APPROVED BY THE CITY ENGINEER.
- AREAS SHOWN ARE FOR EACH THRUST BLOCK.
- CONCRETE THRUST BLOCKS SHALL NOT BE USED ON THE "BACKBONE" WATER SYSTEM. - RESTRAIN JOINTS SHALL BE USED.

NOT TO SCALE

1 CONCRETE ANCHOR BLOCK WITH CAPPED END ASSEMBLY—CITY STD DWG NO. 704



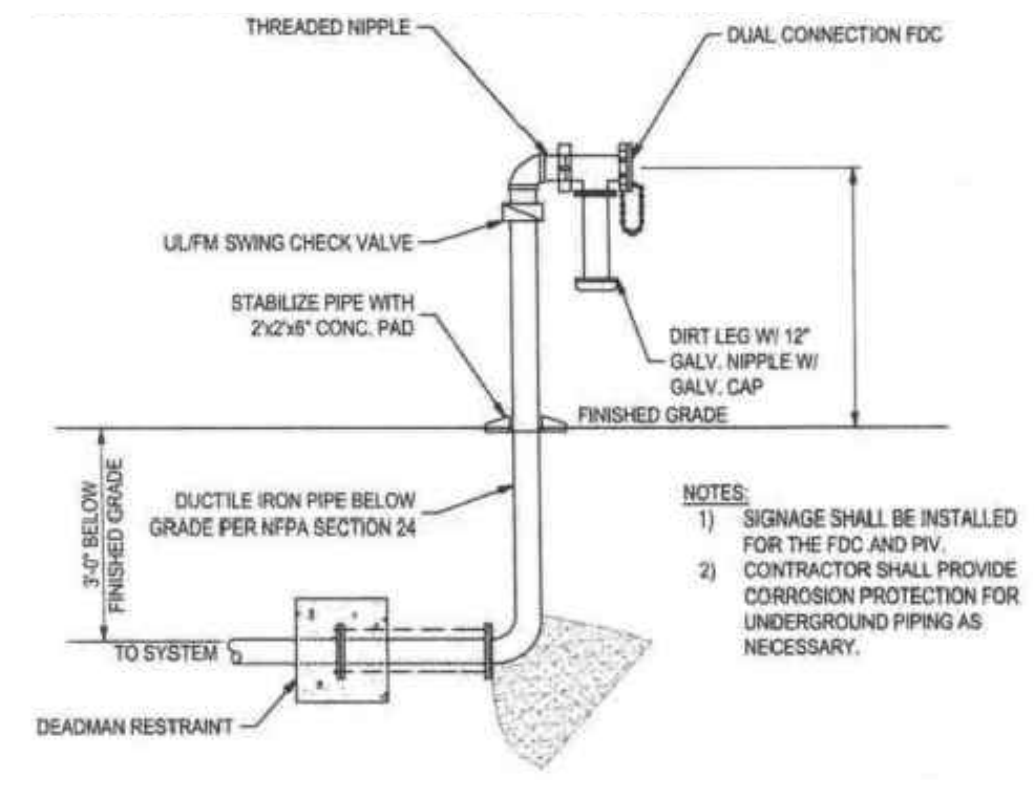
NOT TO SCALE

2 FIRE PENETRATION DETAIL

NFPA 13 8.17.2* Fire Department Connections.

A.8.17.2 The fire department connection should be located not less than 18 in. (500 mm) and not more than 4 ft (1.2 m) above the level of the adjacent grade or access level.

** Recommend between 30"-44" above finish grade **



NOT TO SCALE

3 FIRE DEPARTMENT CONNECTION DETAIL

Designer Stamp: 	Record Drawings	Drawn By: <u>RO</u> Date: <u>6/5/2024</u> Checked By: <u>TC</u> Date: <u>6/5/2024</u> Designed By: <u> </u> Date: <u> </u>	Revisions					CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CP3465	
	Designer: <u> </u> Date: <u> </u>		Public Works Inspector: <u> </u> Date: <u> </u>	Utility/Facility Dept. Head: <u> </u> Date: <u> </u>	Project Engineer: <u> </u> Date: <u> </u>	Public Improvements Initially Accepted by the City Council on: <u> </u> Res. No. <u> </u>				FIRE STATION NO. 1 FIRE SERVICE UPGRADE	Rec. Dwg No. 2-####
									PROJECT NO. CP3465 & 7100	C-4.1	
									DETAILS 2	SCALE:	
									RECOMMENDED FOR BIDDING BY: <u>Lyhak Eam</u> DATE: <u>08/26/2024</u> Lyhak Eam, P.E., Acting Public Works Division Manager – Engineering	SHEET <u>6</u> OF <u>7</u>	

Fresh Concrete and Mortar Application

Who should use this information?

- Masons and Bricklayers
- Sidewalk Construction Crews
- Patio Construction Workers
- Construction Inspectors
- General Contractors
- Home Builders
- Developers
- Concrete Delivery/Pumping Workers



Storm Drain Pollution from Fresh Concrete And Mortar Applications

Fresh concrete and cement-related mortars that wash into lakes, streams, or estuaries are toxic to fish and the aquatic environment. Disposing of these materials to the storm drains or creeks can block storm drains, cause serious problems, and is prohibited by law.

Doing the Job Right General Business Practices

- ☐ Wash out concrete mixers only in designated wash-out areas in your yard, away from storm drains and waterways, where the water will flow into a temporary waste pit in a dirt area. Let water percolate through soil and dispose of settled, hardened concrete as garbage. Whenever possible, recycle washout by pumping back into mixers for reuse.
- ☐ Wash out chutes onto dirt areas at site that do not flow to streets or drains.
- ☐ Always store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Protect wet materials from wind.
- ☐ Secure bags of cement after they are open. Be sure to keep wind-blown cement powder away from streets, gutters, storm drains, rainfall, and runoff.
- ☐ Do not use diesel fuel as a lubricant on concrete forms, tools, or trailers.
- ☐ Do not use diesel fuel as a lubricant on concrete forms, tools, or trailers.

During Construction

- ☐ Don't mix up more fresh concrete or cement than you will use in a two-hour period.
- ☐ Set up and operate small mixers on tarps or heavy plastic drop cloths.
- ☐ When cleaning up after driveway or sidewalk construction, wash fines onto dirt areas, not down the driveway or into the street or storm drain.
- ☐ Protect applications of fresh concrete and mortar from rainfall and runoff until the material has dried.
- ☐ Wash down exposed aggregate concrete only when the wash water can (1) flow onto a dirt area; (2) drain onto a bermed surface from which it can be pumped and disposed of properly; or (3) be vacuumed from a catchment created by blocking a storm drain inlet. If necessary, divert runoff with temporary berms. Make sure runoff does not reach gutters or storm drains.
- ☐ When breaking up pavement, be sure to pick up all the pieces and dispose of properly. Recycle large chunks of broken concrete at a local recycling facility.
- ☐ Never bury waste material. Dispose of small amounts of excess dry concrete, grout, and mortar in the trash.
- ☐ Never dispose of washout into the street, storm drains, drainage ditches, or streams.

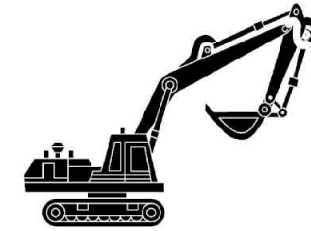
Spill Cleanup

- ☐ Clean up spills immediately when they happen.
- ☐ Never hose down "dirty" pavement or impermeable surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible and properly dispose of absorbent materials.
- ☐ Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them.
- ☐ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ☐ Report significant spills to the appropriate local spill response agencies immediately. In Milpitas, dial 9-1-1 if hazardous materials might enter the storm drain.

Heavy Equipment Operation

Who should use this information?

- Vehicle and Equipment Operators
- Site Supervisors
- General Contractors
- Home Builders
- Developers



Stormwater Pollution from Heavy Equipment on Construction Sites

Poorly maintained vehicles and heavy equipment that leak fuel, oil, antifreeze or other fluids on the construction site are common sources of storm drain pollution. Prevent spills and leaks by isolating equipment from runoff channels, and by Sedimenting for leaks and other maintenance problems. Remove construction equipment from the site as soon as possible.

Doing the Job Right Site Planning and Preventive Vehicle Maintenance

- ☐ Designate one area of the construction site, well away from streams or storm drain inlets, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance. Contain the area with berms, sand bags, or other barriers.
- ☐ Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks.
- ☐ Perform major maintenance, repair oils, and vehicle and equipment washing off site where cleanup is easier.
- ☐ If you must drain and replace motor oil, radiator coolant, or other fluids on site, use drip pans or drop cloth. It is to catch drips and spills. Collect all spent fluids, store in separate containers. Recycle them wherever possible, otherwise, dispose of them as hazardous wastes.
- ☐ Do not use diesel oil to lubricate equipment parts, or clean equipment. Use cover exposed fifth wheel hitch and other oily or greasy equipment during rain events.
- ☐ Use as little water as possible for dust control. Ensure water used doesn't leave silt or discharge to storm drains.

Earth-Moving and Dewatering Activities

Who should use this information?



- Bulldozer, Back Hoe, and Grading
- Machine Operators
- Dump Truck Drivers
- Site Supervisors
- General Contractors
- Home Builders
- Developers

Storm Drain Pollution from Earth-Moving Activities

Soil excavation and grading operations loosen large amounts of soil that can flow into storm drains when handled improperly. Sediments in runoff can clog storm drains, smother aquatic life, and destroy habitats in creeks and the Bay. Effective erosion control practices reduce the amount of runoff crossing a site and slow the flow with check dams or roughened ground surfaces.

Contaminated groundwater is a common problem in the Santa Clara Valley. Depending on soil types and site history, groundwater pumped from construction sites may be contaminated with toxics (such as oil or solvents) or laden with sediments. Any of these pollutants can harm wildlife in creeks or the Bay, or interfere with wastewater treatment plant operation. Discharging sediment-laden water from a dewatering site into any water of the state without treatment is prohibited.

Doing the Job Right General Business Practices

- ☐ Schedule excavation and grading work during dry weather.
- ☐ Perform major equipment repairs away from the job site.
- ☐ When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains.
- ☐ Do not use diesel oil to lubricate equipment parts, or clean equipment.

Practices During Construction

- ☐ Remove existing vegetation only when absolutely necessary. Plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- ☐ Protect dewatering drainage courses, streams, and storm drains with wattles, or temporary drainage swales. Use check dams or ditches to divert runoff around excavations. Refer to the Regional Water Quality Control Board's Erosion and Sediment Control Field Manual for proper erosion and sediment control measures, and California Stormwater Quality Association Stormwater Best Management Practices Handbook (construction, 2003).
- ☐ Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
- ☐ Check for odors, discoloration, or an oily sheen on groundwater.
- ☐ Call your local wastewater treatment agency and ask whether the groundwater must be tested.
- ☐ If contamination is suspected, have the water tested by a certified laboratory.
- ☐ Depending on the test results, you may be allowed to discharge pumped groundwater to the storm drain (if no sediments present) or sanitary sewer. OR, you may be required to collect and haul pumped groundwater offsite for treatment and disposal at an appropriate treatment facility.

Field Manual for Proper Erosion and Sediment Control Measures, and California Stormwater Quality Association Stormwater Best Management Practices Handbook (construction, 2003).

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- ☐ Call your local wastewater treatment agency and ask whether the groundwater must be tested.
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Check for Sediment Levels

- ☐ If the water is clear, the pumping time is less than 24 hours, and the flow rate is less than 20 gallons per minute, you may pump water to the street or storm drain.
- ☐ If the pumping time is more than 24 hours and the flow rate is greater than 20 gpm, call your local wastewater treatment plant for guidance.
- ☐ If the water is not clear, solids must be filtered or settled out by pumping to a settling tank prior to discharge. Options for filtering include:
 - Pumping through a perforate pipe sunk part way into a small pit filled with gravel.
 - Pumping from a bucket placed below water level using a submersible pump.
 - Pumping through a filtering device such as a swimming pool filter or filter fabric wrapped around end of suction pipe.
- ☐ When discharging to a storm drain, protect the inlet using a barrier of burlap bags filled with drain rock, or cover inlet with filter fabric anchored under the grate. OR pump water through a grassy swale prior to discharge.

Detecting Contaminated Soil or Groundwater

Contaminated groundwater is a common problem in the Santa Clara Valley. It is essential that all contractors and subcontractors involved know what to look for in detecting contaminated soil or groundwater, and testing ponded groundwater before pumping. Watch for any of these conditions:

- 1. Unusual soil conditions, discoloration or odor.
- 2. Abandoned underground tanks.
- 3. Abandoned wells.
- 4. Buried barrels, debris or trash.

If any of these are found follow the procedures below.

Roadwork and Paving

Who should use this information?

- Road Crews
- Driveway/Sidewalk/Parking Lot Construction Crews
- Seal Coat Contractors
- Operators of Grading Equipment, Paving Machines, Dump Trucks, Concrete Mixers
- Construction Inspectors
- General Contractors
- Developers
- Home Builders



Storm Drain Pollution from Roadwork

Road paving, surfacing, and pavement removal happen right in the street, where there are numerous opportunities for spilled oil, slurry, or excavated material to illegally enter storm drains. Extra planning is required to store and dispose of materials properly and guard against pollution of storm drains, creeks, and the Bay.

Doing the Job Right General Business Practices

- ☐ Develop and implement erosion/sediment control plans for roadway embankments.
- ☐ Schedule excavation and grading work during dry weather.
- ☐ Check for and repair leaking equipment.
- ☐ Perform major equipment repairs at designated areas in your maintenance yard, where cleanup is easier. Avoid performing equipment repairs at construction sites.
- ☐ When refueling or when vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks.
- ☐ Do not use diesel oil to lubricate equipment parts or clean equipment.
- ☐ Recycle used oil, concrete, broken asphalt, etc. whenever possible, or dispose of properly.

During Construction

- ☐ Avoid paving and seal coating in wet weather, or when rain is forecast, to prevent fresh materials from contacting stormwater runoff.
- ☐ Cover and seal catch basins and manholes when applying seal coat, slurry seal, fog seal, or similar material.
- ☐ Protect drainage ways by using earth dikes, sand bags, or other controls to divert or trap and filter runoff.
- ☐ Never wash excess material from exposed aggregate concrete or similar treatments into a street or storm drain. Collect and recycle, or dispose to dirt area.
- ☐ Cover stockpiles (asphalt, sand, etc.) and other construction materials with plastic tarps. Protect from rainfall and prevent runoff with temporary roofs or plastic sheets and berms.
- ☐ Park paving machines over drip pans or absorbent material (cloth, bags, etc.) to catch drips not in use.
- ☐ Clean up all spills and leaks using "dry" methods (with absorbent materials and/or rags) Dig up, remove, and properly dispose of contaminated soil.
- ☐ Collect and recycle or appropriately dispose of excess asphaltic gravel or sand.
- ☐ Avoid over-application by water trucks for dust control.
- ☐ Asphalt/Concrete Removal
 - ☐ Avoid creating excess dust when breaking asphalt or concrete.
 - ☐ After breaking up old pavement, be sure to remove all chunks and pieces. Make sure broken pavement does not come in contact with rainfall or runoff.
 - ☐ When making saw cuts, use as little water as possible. Shovel or vacuum sawcut slurry and remove from the site. Cover or protect storm drain inlets during saw-cutting. Sweep up, and properly dispose of, all residues.
 - ☐ Sweep, never hose down streets to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquor in storm drains.

Painting and Application of Solvents and Adhesives

Who should use this information?

- Painters
- Paperhangers
- Plasterers
- Graphic Artists
- Dry Wall Crews
- Floor Covering Installers
- General Contractors
- Home Builders
- Developers
- Homeowners



Storm Drain Pollution from Paints, Solvents, and Adhesives

All paints, solvents, and adhesives contain chemicals that are harmful to wildlife in local creeks, San Francisco Bay, and the Pacific Ocean. Toxic chemicals may come from liquid or solid products or from cleaning residues or rags. Paint material and wastes, adhesives and cleaning fluids should be recycled when possible, or disposed of properly to prevent these materials from flowing into storm drains and watercourses.

Doing the Job Right Handling Paint Products

- ☐ Keep all liquid paint products and wastes away from the gutter, street, and storm drains. Liquid residues from paints, thinners, solvents, glues, and cleaning fluids are hazardous wastes and must be disposed of as hazardous.

- ☐ Wash water from painted buildings constructed before 1978 can contain high amounts of lead, even if paint chips are not present. Before you begin stripping paint or cleaning pre-1978 building exteriors with water under high pressure, test paint for lead by taking paint scrapings to a local laboratory. See Yellow Pages for a state-certified laboratory.

- ☐ If there is loose paint on the building, or if the paint tests positive for lead, block storm drains and check with the wastewater treatment plant to determine whether you may discharge water to the sanitary sewer, or if you must send it offsite for disposal as hazardous waste.

Paint Removal

- ☐ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ☐ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury or tributyl tin must be disposed of as hazardous wastes. Lead based paint removal requires a state-certified contractor.
- ☐ When stripping or cleaning building exteriors with high-pressure water, block storm drains. Direct wash water into a dirt area to find out if you can collect (mop or vacuum) building cleaning water and dispose to the sanitary sewer. Sampling of the water may be required to assist the wastewater treatment authority in making its decision.

Painting Cleanup

- ☐ Never clean brushes or rinse paint containers in a street, gutter, storm drain, French drain, or manhole.
- ☐ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain. Dispose of excess liquids and residue as hazardous waste.

Recycle/Reuse Leftover Paints Whenever Possible

- ☐ Donate excess water-based (latex) paint for reuse.
- ☐ Reuse leftover oil-based paint. Dispose of non-recyclable thinners, sludge and unwanted paint, as hazardous waste.
- ☐ Unopened cans of paint may be able to be returned to the paint vendor. Check with the vendor regarding its "buy-back" policy.



BLUEPRINT FOR A CLEAN BAY

Best Management Practices for the Construction Industry

Remember: The property owner and the contractor share ultimate responsibility for the activities that occur on a construction site. You may be held responsible for any environmental damage caused by your subcontractors or employees.

Preventing Pollution: It's Up to Us

In the Santa Clara Valley, storm drains transport water directly to local creeks and San Francisco Bay without treatment. Stormwater pollution is a serious problem for wildlife dependent on our creeks and bays and for the people who live near polluted streams or bays. Common sources of this pollution include spilled oil, fuel, and fluids from vehicles and heavy equipment; construction debris; sediment created by erosion; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain.



Thirteen valley municipalities have joined together with Santa Clara County and the Santa Clara Valley Water District to educate local residents and businesses and fight stormwater pollution. This "blueprint" summarizes "Best Management Practices" (BMPs) for stormwater pollution prevention.

General Construction and Site Supervision

Who should use this information?

- General Contractors
- Site Supervisors
- Inspectors
- Home Builders
- Developers
- Homeowners



Storm Drain Pollution from Construction Activities

Construction sites are common sources of storm water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and the Bay.

As a contractor, or site supervisor, owner or operator of a storm drain, gutter, or street have a direct impact on local creeks and the Bay.

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CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Certifying Election Results and Adding the Property Located at 1355 California Circle into Community Facilities District No. 2005-1 (Annexation No. 23) (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Public Hearings-Community Development
Meeting Date:	11/5/2024
Recommendation:	Following receipt of election results from the City Clerk, adopt a resolution certifying election results and adding the property located at 1355 California Circle into Community Facilities District No. 2005-1 (Annexation No. 23).

BACKGROUND:

On November 7, 2023, the City Council approved a Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map No. MT22-0001, and Environmental Assessment No. EA22-0002 to allow construction of a 131-unit townhome-style condominium subdivision comprised of thirteen multi-family residential buildings and a 75-unit affordable residential apartment building with 393 vehicle parking spaces, a 0.32-acre internal park, and associated site improvements, located on a 6.7 acre site at 1355 California Circle ("Project") to be constructed by Pulte Home Company, LLC ("Developer").

ANALYSIS:

The Project is comprised of real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

- Final Map for Tract 10622 filed for record in the office of the recorder of the County of Santa Clara, California on June 27, 2024, in Book 962 of Maps, Pages 36 through 43.

The Project is subject to annexation into the Community Facilities District No. 2005-1 (CFD 2005-1). The City has on file a Certificate of Registrar of Voters from the County of Santa Clara certifying that there are zero (0) registered voters within the boundaries of the proposed CFD 2005-1 - Annexation No. 23 for this development. On October 31, 2024, the property owners voted on agreeing to the proposed annexation. The resolution attached hereto, depending on the results of the election to be determined at the hearing, documents the results of the election to annex into CFD 2005-1 subject to the provisions of the Mello-Roos Community Facilities Act of 1982, commencing with Section 53311 of the Government Code. While the Act has a number of requirements for annexation and imposition of the special tax, the Developer (as the sole landowner within the annexation territory) has agreed to waive many of the formalities. A copy of the waiver executed by the Developer is on file with the

POLICY ALTERNATIVE(S):

Alternative 1: Deny Annexation of Project to CFC 2005-1

Pros: None

Cons: Denying the Annexation of the Project into the CFD No. 2005-1 would prevent the City from funding necessary public services through levying special taxes on these parcels.

Reason for Not Recommending: Staff recommends to adequately fund the perpetual maintenance of improvements and services within CFD No. 2008-1.

FISCAL IMPACT:

Staff recommends adoption of a resolution certifying election results and adding 1355 California Circle into CFD 2005-1 to adequately fund the perpetual maintenance of improvements and service within Annexation No. 23.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

On November 7, 2023, the City Council approved Resolution No. 9281 certifying an Environmental Impact Report (EIR) pursuant to Public Resources Code Section 21080(d) and 21082.2(d) and CEQA Guidelines Section 15064. The Planning Division conducted an initial environmental assessment (P-EA22-0002) of the project in accordance with the California Environmental Quality Act (CEQA). The assessment concluded that the Project's proposed amendment of the Zoning Map of the City of Milpitas to change the Zoning Classification of the project site (APN 022-38-007) from the MP Industrial Park Zoning District to the MXD Mixed Use Zoning District necessitates preparation of a subsequent EIR associated with the Project. The City Council subsequently reviewed the potential significant environmental impacts identified in the EIR and determined that the benefits of the Project outweigh its potential significant environmental impacts.

RECOMMENDATION:

Following receipt of election results from the City Clerk, adopt a resolution certifying election results and adding 1355 California Circle into Community Facilities District No. 2005-1 (Annexation No. 23).

ATTACHMENT(S):

(a) Resolution

RESOLUTION NO. _____ -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS,
CALIFORNIA, CERTIFYING THE RESULTS OF AN ELECTION AND
ADDING TERRITORY TO COMMUNITY FACILITIES DISTRICT NO.
2005-1 (PUBLIC SERVICES)**

(Annexation No. 23)

WHEREAS, the City Council of the City of Milpitas, California (the "City Council") has previously formed Community Facilities District No. 2005-1 (Public Services) ("CFD No. 2005-1") pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), as amended, for the purpose of financing certain Public Services; and

WHEREAS, acting pursuant to the Act, the City Council also authorized by the adoption of Resolution No. 7521 the annexation in the future of territory to CFD No. 2005-1, such territory designated as Future Annexation Area, Community Facilities District No. 2005-1 (the "Future Annexation Area"); and

WHEREAS, at this time the unanimous consent to the annexation of certain territory located within the Future Annexation Area to CFD No. 2005-1 has been received from the property owner of such territory, and such territory has been designated as Annexation No. 23 (the "Territory"); and

WHEREAS, less than twelve (12) registered voters have resided within the Territory for each of the ninety (90) days preceding the election date established for the Territory, therefore, pursuant to the Act the qualified elector of the Territory shall be the "landowner," as such term is defined in Government Code Section 53317(f), of such Territory and such landowner who is the owner of record as of the applicable election date, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of the parcel of land that landowner owns within such Territory; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the Territory to the qualified elector thereof and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified elector of the Territory; and

WHEREAS, the City Clerk of the City of Milpitas has caused a ballot to be distributed to the qualified elector of the Territory, has received and canvassed such ballot and made a report to the City Council regarding the results of such canvass, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference; and

WHEREAS, at this time the measure voted upon and such measure did receive the favorable vote of the qualified elector of the Territory, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the Territory and designated as Annexation Map No. 23 (the "Annexation Map"), a copy of which is attached as Exhibit B hereto and incorporated herein by this reference, has been submitted to this legislative body.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Milpitas, California, acting as the legislative body of Community Facilities District No. 2005-1, as follows:

Section 1. Recitals. The above recitals are true and correct.

Section 2. Findings. This legislative body does hereby further determine as follows:

A. The unanimous consent as described in the recitals hereto to the annexation of the Territory to CFD No. 2005-1 has been given by the owner of the

Territory and such consent shall be kept on file in the Office of the City Clerk of the City of Milpitas.

B. Less than twelve (12) registered voters have resided within the Territory for each of the ninety (90) days preceding the election date established for the each of the parcels located within the Territory, therefore, pursuant to the Act the qualified elector for the Territory shall be the "landowner" of the Territory as such term is defined in Government Code Section 53317(f).

C. The qualified elector of the Territory has voted in favor of the levy of special taxes on the Territory upon its annexation to CFD No. 2005-1.

Section 3. Territory. The boundaries and parcels of property within the Territory and on which special taxes will be levied in order to pay for the costs and expenses of authorized Public Services are shown on the Annexation Map as submitted to and hereby approved by this legislative body.

Section 4. Declaration of Annexation. This legislative body does hereby determine and declare that the Territory, and each parcel therein, is now added to and becomes a part of CFD No. 2005-1. The City Council, acting as the legislative body of CFD No. 2005-1, is hereby empowered to levy the authorized special tax within the Territory.

Section 5. Notice. Immediately upon adoption of this Resolution, notice shall be given as follows:

A. A copy of the Annexation Map as approved shall be filed in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

B. An Amendment to the Notice of Special Tax Lien (Notice of Annexation) shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

Section 6. Effective Date. This Resolution shall become effective upon its adoption.

ADOPTED by the City Council of the City of Milpitas, California, at a Regular Meeting thereof held this _____ day of _____, 20__, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

CERTIFICATE OF ELECTION OFFICIAL AND STATEMENT OF VOTES CAST

[illegible]

The undersigned, ELECTION OFFICIAL OF THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DOES HEREBY CERTIFY that pursuant to the provisions of Section 53326 of the Government Code and Division 12, commencing with Section 17000 of the Elections Code of the State of California, I did canvass the returns of the votes cast at the

CITY OF MILPITAS
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC SERVICES)
SPECIAL ELECTION
ANNEXATION NO. 23

held on the election date established for each parcel located within the territory included in Annexation No. 23.

I FURTHER CERTIFY that this Statement of Votes Cast shows the whole number of votes cast in the area proposed to be annexed to Community Facilities District No. 2005-1 for or against the Measure are full, true and correct.

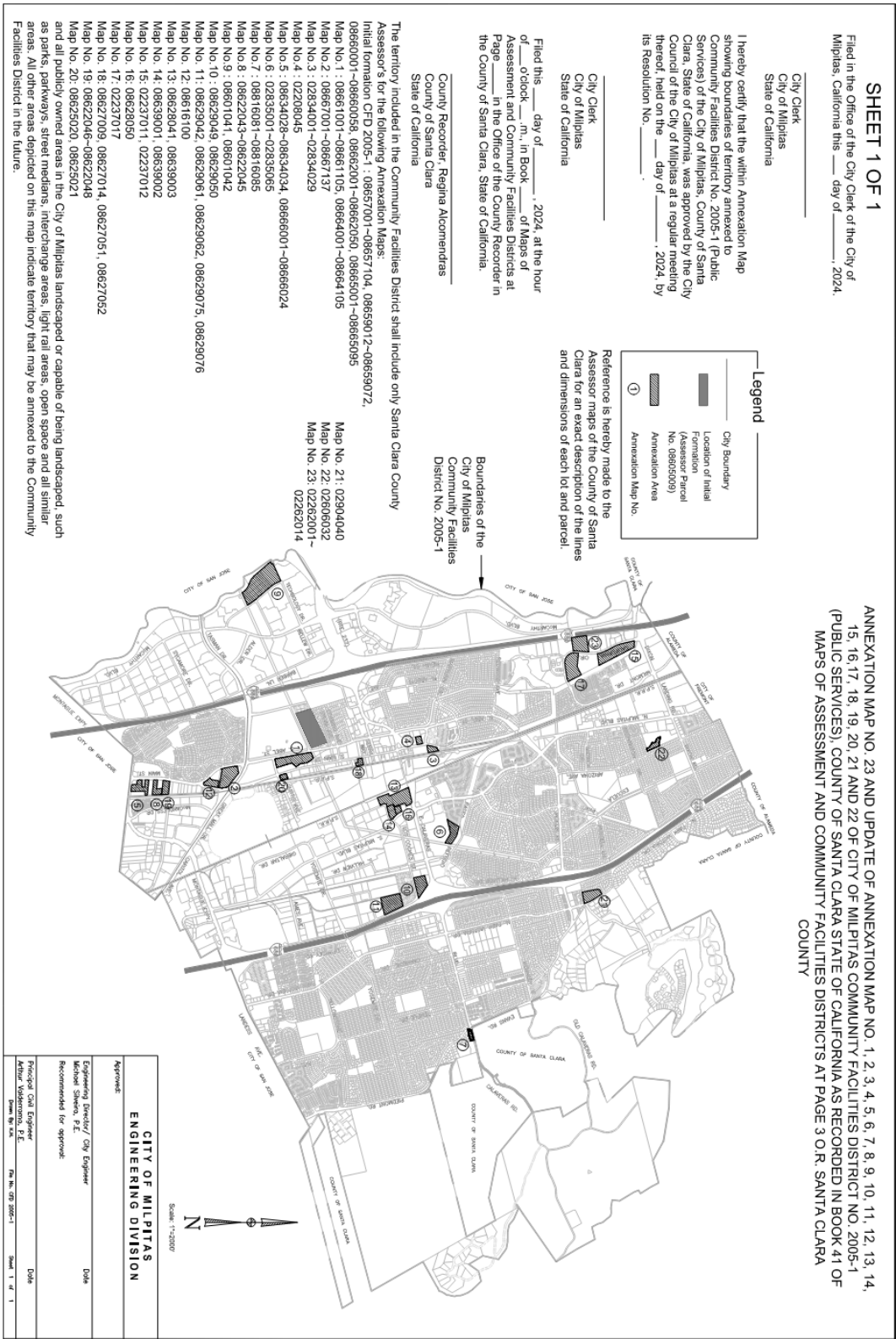
VOTES CAST ON PROPOSITION 1: YES _____
NO _____

WITNESS my hand this _____ day of _____, 20____.

SUZANNE GUZZETTA
CITY CLERK
CITY OF MILPITAS
OF THE STATE OF CALIFORNIA

Exhibit B

Annexation Map





CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Certifying Election Results and Adding the Properties Located at 1905 Tarob Court into Community Facilities District No. 2008-1 (Annexation No. 27) (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Public Hearings-Community Development
Meeting Date:	11/5/2024
Recommendation:	Following receipt of election results from the City Clerk, adopt a resolution certifying election results and adding the properties located at 1905 Tarob Court into Community Facilities District No. 2008-1 (Annexation No. 27).

BACKGROUND:

On June 11, 2024, the City Council approved a Site Development Permit (SD23-0011), Conditional Use Permit (UP23-0007), Vesting Tentative Map (MT23-0001), Density Bonus Permit (DB23-0003), Tree Removal Permit (TR23-0015) and Environmental Assessment (EA23-0002) to allow development of a multi-family residential project consisting of eight residential buildings, up to 39 feet (three stories) in height, with 104 vehicle parking spaces and associated site improvements on 2.3 acre site located within the Milpitas Metro Specific Plan Area at 1905 Tarob Court (Project) to be constructed by Toll West Coast, LLC (Developer).

ANALYSIS:

The Project is comprised of real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

- Parcels 4 and 5, as shown on that certain map entitled, "Parcel Map", which map was filed for record in the office of the recorder of the county of Santa Clara, state of California on November 28, 1978 in book 431 of maps, at pages 2 and 3.

The Project is subject to annexation into the Community Facilities District No. 2008-1 (CFD 2008-1). The City has on file a Certificate of Registrar of Voters from the County of Santa Clara certifying that there are zero (0) registered voters within the boundaries of the proposed CFD 2008-1 - Annexation No. 27 for this development. On October 31, 2024, the property owners voted on agreeing to the proposed annexation. The resolution attached hereto, depending on the results of the election to be determined at the hearing, documents the results of the election with respect to annexation into CFD 2008-1 subject to the provisions of the Mello-Roos Community Facilities Act of 1982, commencing with Section 53311 of the Government Code. While the Act has a number of requirements for annexation and imposition of the special tax, the Developer (as the sole landowner within the annexation territory) has agreed to waive many of the formalities. A copy of the waiver executed by the Developer is on file with the City Clerk.

POLICY ALTERNATIVE(S):

Alternative 1: Deny Annexation of Project to CFC 2008-1

Pros: None

Cons: Denying the Annexation of Project into the CFD No. 2008-1 would prevent the City from funding necessary public services through levying special taxes on these parcels.

Reason for Not Recommending: Staff recommends to adequately fund the perpetual maintenance of improvements and services within CFD No. 2008-1.

FISCAL IMPACT:

Staff recommends adoption of a resolution certifying election results and adding Project to CFD 2008-1 to adequately fund the perpetual maintenance of improvements and service within Annexation No. 27.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This project is covered under the scope of activities approved under the Transit Area Specific Plan Environmental Impact Report, SCH2006032091, which was certified by City Council on June 3, 2008. On February 7, 2023, the City Council found that the project is exempt from further environmental review pursuant to CEQA Guidelines Section 15183.3(b) (Residential Infill) in that the project is located in an urban area that has either been previously developed or that adjoins existing qualified urban uses on at least 75 percent of the site's perimeter; satisfies the performance standards provided in CEQA Guidelines Appendix M; and is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy.

Furthermore, there is no reasonable possibility the project will have a significant effect on the existing environment due to unusual circumstances, no substantial changes with respect to residential infill in the immediate area have occurred since community-level environmental review was certified (June 3, 2008), and no new information has become available regarding any residential infill project has become known, and could not have been known at the time that community-level environmental review was certified and adopted. As a separate and independent basis, the Project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan).

RECOMMENDATION:

Following receipt of election results from the City Clerk, adopt a resolution certifying election results and adding 1905 Tarob Court into Community Facilities District No. 2008-1 (Annexation No. 27).

ATTACHMENT(S):

(a) Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS CERTIFYING THE RESULTS OF AN ELECTION AND ADDING TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (PUBLIC SERVICES)

(Annexation No. 27)

WHEREAS, the City Council of the City of Milpitas (the "City Council") has previously formed Community Facilities District No. 2008-1 (Public Services) ("CFD No. 2008-1") pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), as amended, for the purpose of financing certain Public Services; and

WHEREAS, acting pursuant to the Act, the City Council also authorized by the adoption of Resolution No. 8601 (the "Resolution Authorizing Future Annexation") the annexation in the future of territory to CFD No. 2008-1, such territory designated as Future Annexation Area, Community Facilities District No. 2008-1 (the "Future Annexation Area"); and

WHEREAS, at this time the unanimous consent to the annexation of certain territory located within the Future Annexation Area to CFD No. 2008-1 has been received from the property owner of such territory, and such territory has been designated as Annexation No. 27 (the "Territory"); and

WHEREAS, less than twelve (12) registered voters have resided within the Territory for each of the ninety (90) days preceding the election date established for the Territory, therefore, pursuant to the Act the qualified elector of the Territory shall be the "landowner," as such term is defined in Government Code Section 53317(f), of such Territory and such landowner who is the owner of record as of the applicable election date, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of the parcel of land that landowner owns within such Territory; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the Territory to the qualified elector thereof and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified elector of the Territory; and

WHEREAS, the City Clerk of the City of Milpitas has caused a ballot to be distributed to the qualified elector of the Territory, has received and canvassed such ballot and made a report to the City Council regarding the results of such canvass, a copy of which is attached as **Exhibit A** hereto and incorporated herein by this reference; and

WHEREAS, at this time the measure voted upon and such measure did receive the favorable vote of the qualified elector of the Territory, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the Territory and designated as Annexation Map No. 27 (the "Annexation Map"), a copy of which is attached as **Exhibit B** hereto and incorporated herein by this reference, has been submitted to this legislative body.

NOW, THEREFORE, the City Council of the City of Milpitas, California, acting as the legislative body of Community Facilities District No. 2008-1, hereby finds, determines and resolves as follows:

1. Recitals. The above recitals are true and correct.
2. Findings. This legislative body does hereby further determine as follows:
 - A. The unanimous consent as described in the recitals hereto to the annexation of the Territory to CFD No. 2008-1 has been given by the owner of the Territory and such consent shall be kept on file in the Office of the City Clerk of the City of Milpitas.

- B. Less than twelve (12) registered voters have resided within the Territory for each of the ninety (90) days preceding the election date established for the each of the parcels located within the Territory, therefore, pursuant to the Act the qualified elector for the Territory shall be the "landowner" of the Territory as such term is defined in Government Code Section 53317(f).
 - C. The qualified elector of the Territory has voted in favor of the levy of special taxes on the Territory upon its annexation to CFD No. 2008-1.
3. Territory. The boundaries and parcels of property within the Territory and on which special taxes will be levied in order to pay for the costs and expenses of authorized Public Services are shown on the Annexation Map as submitted to and hereby approved by this legislative body.
 4. Declaration of Annexation. This legislative body does hereby determine and declare that the Territory, and each parcel therein, is now added to and becomes a part of CFD No. 2008-1. The City Council, acting as the legislative body of CFD No. 2008-1, is hereby empowered to levy the authorized special tax within the Territory.
 5. Notice. Immediately upon adoption of this Resolution, notice shall be given as follows:
 - A. A copy of the Annexation Map as approved shall be filed in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.
 - B. An Amendment to the Notice of Special Tax Lien (Notice of Annexation) shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.
 6. Effective Date. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

EXHIBIT A

**CERTIFICATE OF ELECTION OFFICIAL
AND STATEMENT OF VOTES CAST**

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

The undersigned, ELECTION OFFICIAL OF THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DOES HEREBY CERTIFY that pursuant to the provisions of Section 53326 of the Government Code and Division 12, commencing with Section 17000 of the Elections Code of the State of California, I did canvass the returns of the votes cast at the

CITY OF MILPITAS
COMMUNITY FACILITIES DISTRICT NO. 2008-1
(PUBLIC SERVICES)
SPECIAL ELECTION
ANNEXATION NO. 27

held on the election date established for each parcel located within the territory included in Annexation No. 27.

I FURTHER CERTIFY that this Statement of Votes Cast shows the whole number of votes cast in the area proposed to be annexed to Community Facilities District No. 2008-1 for or against the Measure are full, true and correct.

VOTES CAST ON PROPOSITION 1:

	YES	_____
	NO	_____

WITNESS my hand this _____ day of _____, 20__.

SUZANNE GUZZETTA, CITY CLERK
ELECTION OFFICIAL
CITY OF MILPITAS
OF THE STATE OF CALIFORNIA

ANNEXATION MAP