

Control No. _____

***12**

Recording requested by:

City of Milpitas

When recorded mail to:

City of Milpitas

City Clerk's Office

455 E. Calaveras Blvd.

Milpitas, CA 95035

Two conformed copies to:

**County of Santa Clara Parks
and Recreation Department**

Attention: Real Estate

298 Garden Hill Drive

Los Gatos, CA 95032

One conformed copy to:

Nawal Stanojevic

Purchasing/Contracts

Specialist

Milpitas Unified School

District

1331 E. Calaveras Blvd

Milpitas, CA 95035

AGREEMENT BETWEEN THE CITY OF MILPITAS, THE COUNTY OF SANTA CLARA, AND THE MILPITAS UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF POTABLE WATER SERVICE TO THE AIR POINT SCHOOL FACILITY

THIS Agreement Between the City of Milpitas, the County of Santa Clara, and the Milpitas Unified School District for the Provision of Potable Water Service to the Air Point School Facility ("Agreement"), made and entered into this ____ day of _____, 20__, by and between the City of Milpitas, a municipal corporation, hereinafter referred to as the "CITY," and the Milpitas Unified School District, hereinafter referred to as the "DISTRICT", and the County of Santa Clara, hereinafter referred to as the "COUNTY". The CITY, DISTRICT, and COUNTY may be referred to collectively herein as the "PARTIES."

RECITALS

WHEREAS, an existing private well provides water supply to the DISTRICT'S facility known as Air Point School located at 3001 Calaveras Road, Milpitas, California 95035 ("Property"); and

WHEREAS, the California Department of Public Health (CDPH) has declared the well water to be nonpotable and a public health concern; and

WHEREAS, the DISTRICT therefore desires a permanent connection to the CITY'S municipal water supply and thereby cease its _____ use of well water for potable uses; and

WHEREAS, Air Point School is located inside the Milpitas city limits, but is outside the CITY's Urban Growth Boundary, as set forth in the CITY's General Plan; and

WHEREAS, the CITY finds that adequate utility capacity exists to provide such service within its San Francisco Public Utilities Commission water supply service area; and

WHEREAS, the closest CITY water main is located several thousand feet away from Air Point School; and

WHEREAS, the DISTRICT has determined that the construction of a separate on-site water system connecting directly to the CITY water main is financially infeasible for the DISTRICT; and

WHEREAS, the COUNTY, a water customer of the CITY, owns the Ed Levin County Park ("County Park") immediately adjacent to the District Property, and the County Park has an existing on-site water distribution system ("County Distribution System") that transports CITY's Municipal water supply throughout the County Park for various park purposes; and

WHEREAS, the DISTRICT engaged a consultant, Pakpour Consulting Group, Inc., to study the County Distribution System and conduct a cross connection survey and test. This consultant concluded that there were no cross connections in the County Distribution System; and

WHEREAS, the DISTRICT therefore wishes to connect to the County Distribution System and thereby considerably reduce the costs of access to the CITY water supply; and

WHEREAS, the DISTRICT is willing to design and construct said connection to the County Distribution System in accordance with CITY standards at its own cost and avers that the DISTRICT has special legal permission and dispensation exempting it from usual legal requirements for the construction and maintenance of a separate, direct DISTRICT connection to the public water main; and

WHEREAS, the DISTRICT and the COUNTY acknowledge that execution of this Agreement shall be contingent upon the City of Milpitas City Council's approval of the extension of potable water service outside of the CITY's Urban Growth Boundary, as set forth in the CITY's General Plan, and the adoption of special findings in support thereof; and

WHEREAS, the CITY is willing to be the "water retailer" for the DISTRICT for purposes of Title 22 of the California Code of Regulations and provide municipal water supply through the County Distribution System to serve the Air Point School's needs; and

WHEREAS, COUNTY is willing to allow the DISTRICT to connect to the CITY's Municipal Water Supply through the County's Distribution System, but is not willing to be a "water retailer" for purposes of Title 22 of the California Code of Regulations; the County therefore has granted or will grant DISTRICT such rights under a separate agreement known as "License for Access to County Water Distribution System (Ed Levin Park)," which license agreement is not modified by or subordinate to the provisions of this Agreement; and

WHEREAS, the PARTIES now wish to allocate and clarify their respective rights, liabilities, and obligations.

NOW, THEREFORE, in consideration of the promises herein and for further good and valuable consideration hereinafter set forth, it is mutually agreed by and between the PARTIES as follows:

SECTION 1. Serviced Property. The DISTRICT property to be served with potable water from the CITY, via the County's Distribution System, shall be solely that Property located at 3001 Calaveras Road, Milpitas, California, CA 95035-7213 (APN 29-37-003), described in greater specificity in Exhibit A, which is attached hereto and incorporated by reference.

SECTION 2. Compliance with Applicable Laws. The DISTRICT shall comply with all federal, state and local laws, codes, ordinances and policies relating to the receipt of potable water service within the City of Milpitas ("the Rules"). In the event of non-compliance with the Rules, the CITY shall have the right to disconnect or terminate service to the DISTRICT at the CITY's sole discretion.

SECTION 3. Facilities Construction, Ownership and Maintenance Responsibilities.

A. At its sole expense, the DISTRICT shall prepare plans and specifications, subject to approval by the CITY, for installation of a connection to the County Distribution System within Ed Levin Park. At its own expense, the DISTRICT shall then install said potable water lateral connection and a DISTRICT on-site water system for the Property. The DISTRICT's connection to the County Distribution System shall be subject to approval by the City and in accordance with the then-existing CITY standards. With the exception of the water meter and the water meter box, the DISTRICT shall be responsible for the maintenance and any necessary future upgrades or replacement of all DISTRICT on-site water facilities for Air Point School and the DISTRICT's water lateral connection to the County Distribution System. It is understood and agreed that the CITY will own and maintain the new water meter and water meter box, shown on Exhibit B. However, the DISTRICT shall be responsible for the construction of the water meter box at its own expense and pursuant to CITY standards, and shall dedicate such water meter box to CITY. The CITY shall install the water meter.

B. The COUNTY owns and maintains the existing County Distribution System. The DISTRICT will own and maintain the newly installed potable water system components (connection, backflow preventers), except for the water meter and water meter box.

C. All PARTIES expressly agree to accept responsibility for all maintenance of their respective facilities, keeping the facilities in good condition and shall promptly repair the same following damage or disrepair in accordance with applicable laws, codes, ordinances, and policies. Exhibit B shows the ownership of the potable water facilities. The DISTRICT shall request access to COUNTY property in accordance with terms of "License for Access to County Water Distribution System (Ed Levin Park)" for purposes of system maintenance.

SECTION 4. Fees and Costs. The PARTIES shall be responsible for and pay the following fees and costs as set forth below:

A. The DISTRICT or its authorized agents, contractors, or representatives shall apply for and meet all requirements of a CITY encroachment permit for all construction work. The CITY agrees to waive its normal plan check and inspection costs associated with the DISTRICT's connection to the CITY's water main via the County Distribution System.

B. While the CITY shall install the water meter shown on Exhibit B that will

measure the amount of water served to the DISTRICT, the DISTRICT shall reimburse the CITY for its installation and equipment costs associated with such water meter installation.

C. Upon completion of the water system connection and prior to the commencement of water service, the DISTRICT shall make a lump-sum payment equal to the City's then-current water connection fee. The DISTRICT acknowledges that the CITY may withhold water service if such connection fees are not paid.

D. The DISTRICT shall pay water meter and water quantity charges to the CITY on the CITY's standard billing cycle based on the water supplied to the water meter and as required by the CITY's then-current water rates, whether adopted by ordinance, resolution, or otherwise.

Unless otherwise set forth herein, all fees and charges described above will be due and payable at the time said fees are usually and customarily collected by CITY under its rules and regulations respecting such fees and charges.

SECTION 5. Real Property Rights and Legal Compliance.

A. The DISTRICT shall be solely responsible for the acquisition of any necessary rights-of-way for the DISTRICT's water system connection and the DISTRICT's receipt of potable water service. . . .

B. The DISTRICT's execution of the "License Agreement for Access to County water Distribution System (Ed Levin Park)" shall be a condition precedent to the CITY's issuance of any permits or other approvals hereunder.

C. The DISTRICT shall also be responsible for the preparation and costs of any necessary environmental documents, and compliance with all state, federal, and CITY laws, codes, ordinances and policies applicable to the use and receipt of potable water.

SECTION 6. Service Interruption. Further, CITY shall not be liable in any way for damages to the DISTRICT or the DISTRICT's property resulting from the interruption or discontinuance of potable water service due to any event or circumstance which (i) is beyond the reasonable control of the CITY, (ii) occurs or exists without fault or negligence on the part of the CITY, and (iii) prevents, wholly or in part, the CITY from performing its duties and obligations under this Agreement. Such events or circumstances include, but are not limited to, acts of God, fires, floods, droughts, earthquakes, windstorms, hurricanes, strikes, lockouts, explosions, riots, insurrections, acts of a public enemy, wars, acts of sabotage, actions or orders of governmental authorities, (civil or military), and breakage of or damage to pipelines, machinery, or equipment. Included events or circumstances also include any delay by the CDPH to issue required permits or approvals necessary for the use of CITY-provided potable water to the DISTRICT. COUNTY and/or County lessees/tenants shall not be liable in any way for damages to the DISTRICT or the DISTRICT's property resulting from the interruption or discontinuance of potable water service due to COUNTY's decision, in its sole and absolute discretion, to terminate COUNTY's water service agreement with the CITY, or circumstances that cause interruption or discontinuance of the COUNTY's water service from CITY.

SECTION 7. Failure to Perform. Upon the DISTRICT's breach of or failure to timely perform any of the terms of this Agreement, this Agreement may be terminated at the CITY's sole option, and the CITY may discontinue service.

SECTION 8. Service Level. The DISTRICT further agrees that its on-site water system shall only serve the Air Point School facility at 3001 Calaveras Road, Milpitas, California (APN 29-37-003) and shall not serve any other facility outside of said property. Furthermore, any expansion or modification of the nature of use of the Air Point School facility shall be subject to the requests for changes in the level of service provisions of the Milpitas Municipal Code and any applicable resolutions and policies adopted by the CITY.

SECTION 9. Cross-Connection and Backflow Device Testing. The DISTRICT, at its sole cost, shall perform an initial cross-connection survey and test of the existing County Distribution System, and install backflow devices as required by the CITY and the CDPH, in order to insure that no cross-connections between potable and non-potable water systems exist at the time of connection. Such improvements are subject to the requirements found in Sections 4 and 5. The DISTRICT is responsible for initial testing, in accordance with CITY requirements, of all backflow devices installed pursuant to this agreement. The DISTRICT shall maintain all backflow devices installed pursuant to this agreement and submit annual backflow test results to the CITY in accordance with CITY requirements.

SECTION 10. Responsibility for Ongoing Backflow and Cross Connection Compliance. The COUNTY shall maintain a cross-connection program meeting CDPH requirements for the County Distribution System, including but not limited to periodic survey of the County Distribution System and annual backflow device testing of those backflow devices pre-existing within the County Distribution System prior to this Agreement. Backflow testing is not required of COUNTY for those backflow devices specified in Section 9 of this Agreement.

SECTION 11. Calculation of Water Bills. The CITY shall bill the COUNTY and the DISTRICT for the provision of potable water pursuant to the rates and procedures set by ordinance or resolution by the CITY. The CITY further agrees to adjust the COUNTY's water bill in advance of billing the County by deducting the DISTRICT's water meter consumption

SECTION 12. Indemnity. The DISTRICT shall defend, indemnify and hold harmless the COUNTY and the CITY, their officers, employees, lessees/tenants, and agents against any claim, loss, liability, costs, damages, governmental fines or penalties, governmental compliance orders, court orders, and expenses (including attorney fees) arising out of or resulting in any way from the work or services performed or the commodities provided under this Agreement, except for claims, loss or liability caused by the willful misconduct of the COUNTY or the CITY, their officers, employees or agents.

SECTION 13. Notices and Mailings. All notices prescribed by this Agreement shall be in writing and shall be deemed effective upon confirmation if sent by certified or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested, and addressed as follows:

To CITY:
City Engineer
Milpitas City Hall
455 East Calaveras Boulevard
Milpitas, California 95035
To COUNTY:
Real Estate Services

County of Santa Clara Parks and Recreation Department
298 Garden Hill Drive
Los Gatos, CA 95032
To DISTRICT:
Purchasing/Contracts Specialist
Milpitas Unified School District
1331 E. Calaveras Blvd
Milpitas, CA 95035

Any required mailings shall be sent to the addresses and persons set forth above.

SECTION 14. Prohibition Against Assignment. The DISTRICT may not assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary shall have any right, claim or title to any part, share, interest, or asset of the CITY or the COUNTY. The unauthorized assignment, transfer, or sublet of this Agreement or the services described herein shall constitute grounds for termination of this Agreement by the CITY.

SECTION 15. Recording. The Parties agree that this Agreement and any amendments hereto shall be recorded in the office of the County Recorder of Santa Clara County, California, at the DISTRICT's sole cost and expense. A copy of this recorded Agreement and any amendments shall be sent to the CITY and the COUNTY.

SECTION 16. Severability. If a portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions is not affected.

SECTION 17. No Third Party Beneficiaries. All of the terms, conditions, rights and duties provided for in this Agreement are, and shall always be, solely for the benefit of the PARTIES. It is the intent of the PARTIES that no third party shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement.

SECTION 18. Complete Agreement of the Parties. The foregoing constitutes the full and complete Agreement of the PARTIES. There are no oral understandings or agreements not set forth in writing herein.

SECTION 19. Exhibit List. The following is a list of attached exhibits:

- Exhibit A. "Property Description"
- Exhibit B. "Ownership of Potable Water Facilities"

SECTION 20. Counterparts. This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the day and year first above written.

COUNTY:

County of Santa Clara

By: _____
Pete McHugh, Chair
Board of Supervisors

Dated: _____, 20__

DISTRICT:

Milpitas Unified School District

By: _____
Dr. Karl N. Black, Ed.D.
Superintendent

Dated: _____, 20__

ATTEST:

Maria Marinos, Clerk
Board of Supervisors

ATTEST:

Barbara Santos, Clerk

APPROVED AS TO FORM AND LEGALITY:

Katherine Harasz
Deputy County Counsel

CITY:

CITY OF MILPITAS, a municipal corporation

By: _____
Jose S. Esteves, Mayor

Dated: _____, 20__

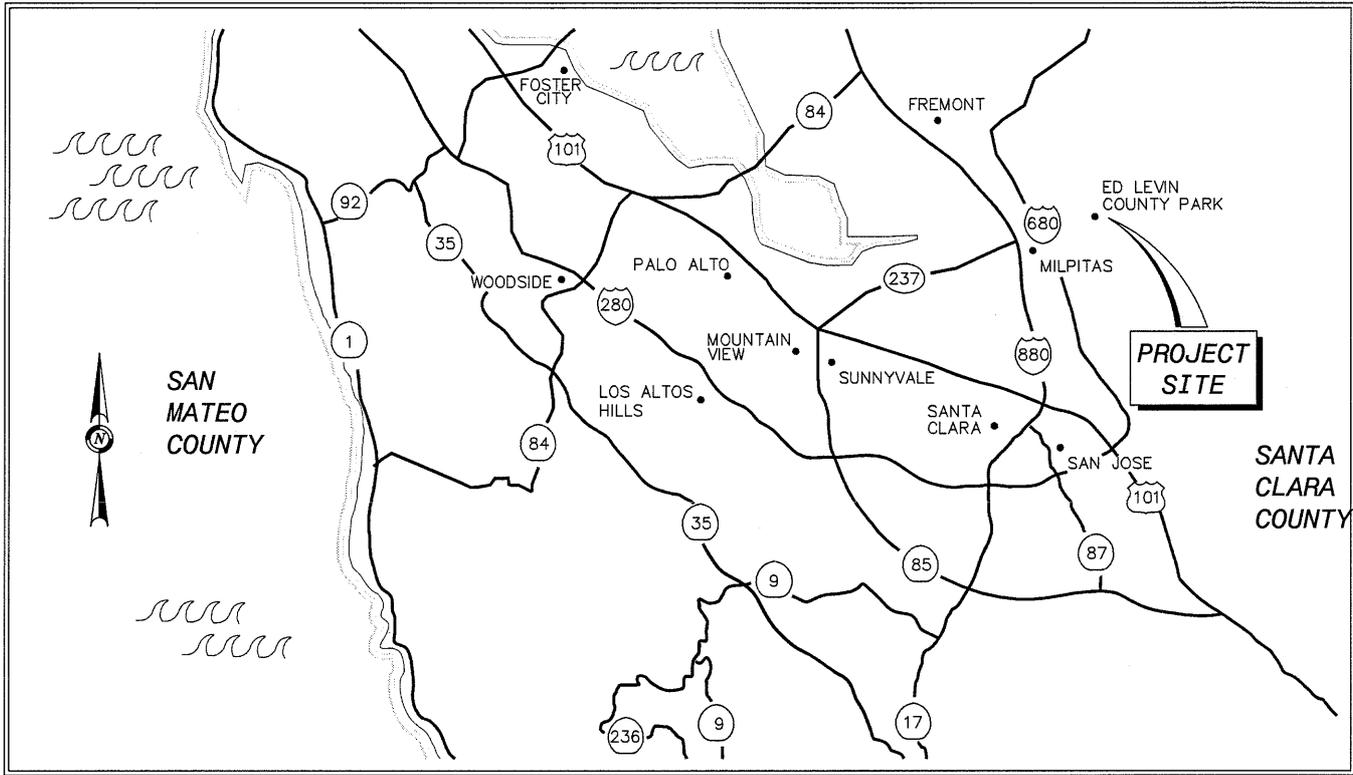
ATTEST:

Mary Lavelle, City Clerk

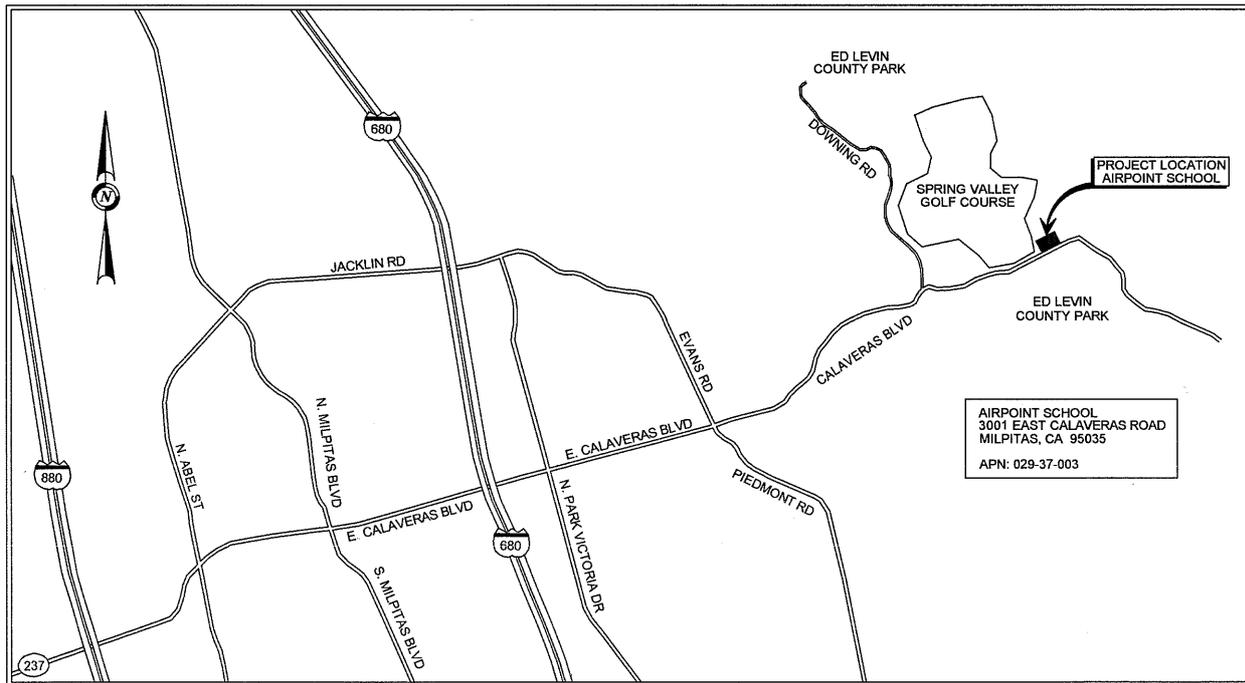
APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

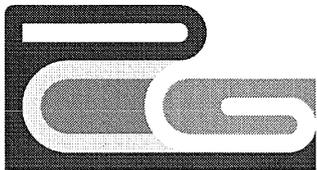
EXHIBIT A - LOCATION / VICINITY MAPS



VICINITY MAP



PROJECT LOCATION MAP

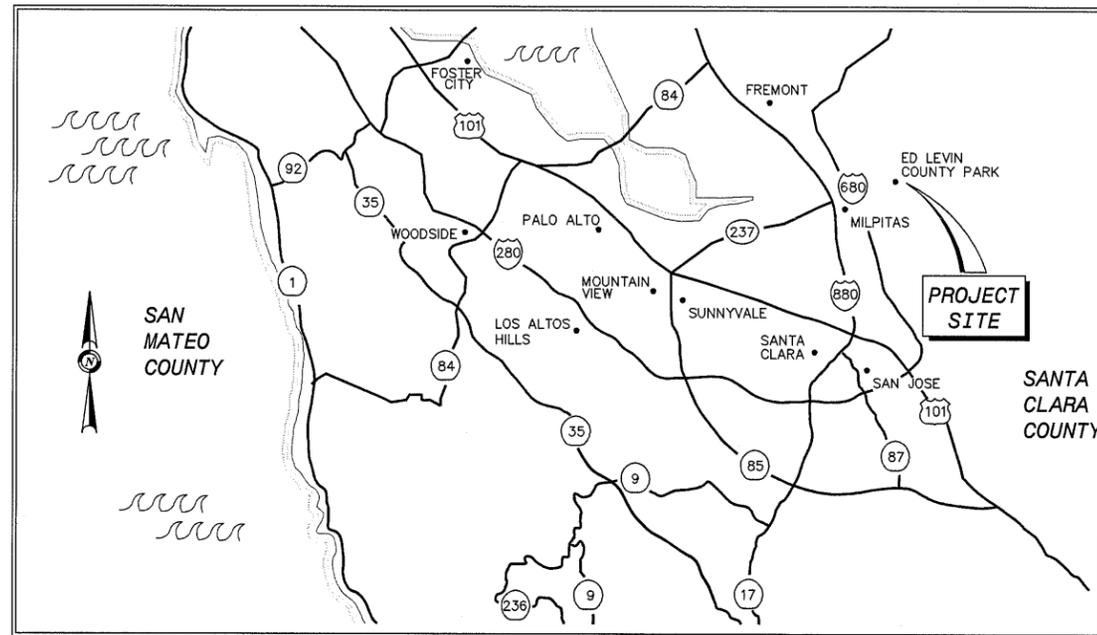


PAKPOUR CONSULTING GROUP
 5776 Stoneridge Mall Road, Suite 320
 Pleasanton, CA 94588
 925 224 7717
 925 224 7726 Fax
 www.pcgengr.com

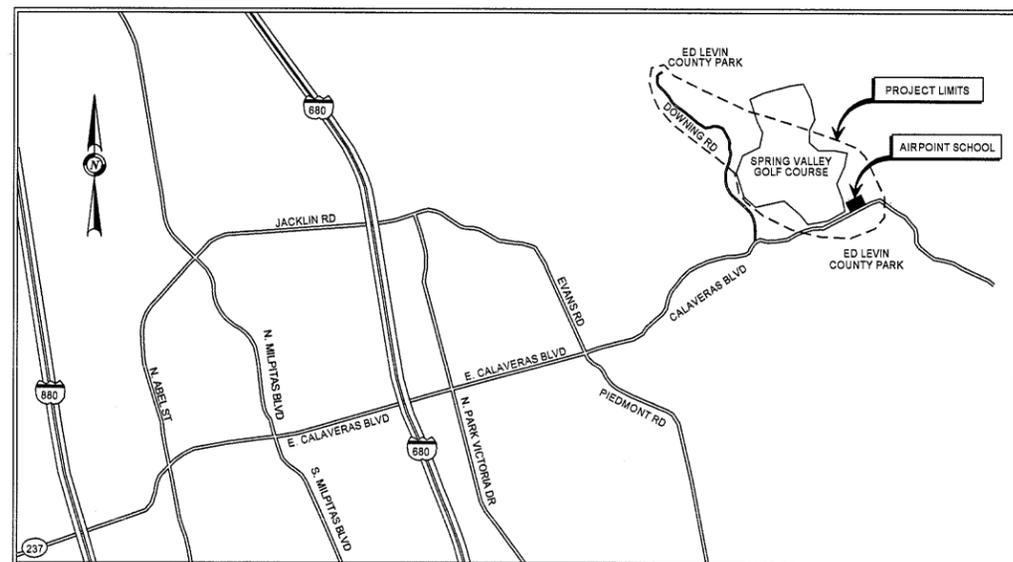
PROJECT	AIRPOINT SCHOOL FEASIBILITY STUDY		
SUBJECT	EXHIBIT A - LOCATION / VICINITY MAPS		
JOB No.	10017.01	SCALE	NTS
DSGN BY	BL	DATE	10/07/08
SHEET	1	OF	1
CHKD BY	JP		

CONTRACT DRAWINGS FOR THE CONSTRUCTION OF THE AIRPOINT SCHOOL - BACKFLOW PREVENTER PROJECT

MILPITAS UNIFIED SCHOOL DISTRICT (MUSD) COUNTY OF SANTA CLARA, CALIFORNIA



VICINITY MAP
NTS



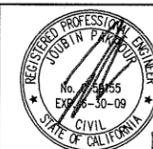
PROJECT LOCATION MAP
NTS

GENERAL NOTES

- PIPE BEDDING AND TRENCH BACKFILL SHALL BE IN ACCORDANCE WITH CITY OF MILPITAS STANDARD DETAIL 220
- INTERRUPTIONS TO SERVICE SHALL BE MINIMIZED AND SHALL BE COORDINATED WITH THE COUNTY OF SANTA CLARA PARKS DIVISION MAINTENANCE SUPERVISOR AT (408) 227-8387 THE CONTRACTOR SHALL NOT OPERATE VALVES AND HYDRANTS UNLESS AUTHORIZED BY THE COUNTY
- ALL EXISTING UTILITIES AND PRIVATE IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED AT THE CONTRACTOR'S SOLE EXPENSE
- THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT JUST DURING NORMAL WORKING HOURS
- EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING OR SHEETING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL MAKE NECESSARY REPAIRS OR RECONSTRUCTION AT THE CONTRACTOR'S OWN EXPENSE. WHERE EXCAVATIONS FOR A UTILITY TRENCH, AND/OR STRUCTURE IS FIVE (5) FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING, BRACING AND SHEETING OR AN EQUIVALENT METHOD, FOR THE PROTECTION OF LIFE, OR LIMB, WHICH SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS
- SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE MILPITAS UNIFIED SCHOOL DISTRICT FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY
- THE CONTRACTOR SHALL OBTAIN ENCROACHMENT PERMITS FROM THE CITY OF MILPITAS AND COUNTY OF SANTA CLARA PRIOR TO START OF CONSTRUCTION AND SHALL COMPLY WITH ALL REQUIREMENTS SET FORTH IN THE PERMITS THE WATER SUPPLY AGREEMENT, COUNTY EASEMENT/LICENSE MUST BE FULLY EXECUTED BY ALL PARTIES PRIOR TO ISSUANCE OF ANY PERMITS AND START OF WORK
- THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF MILPITAS PUBLIC WORKS INSPECTOR ON THE INSTALLATION OF THE METER BOX AND BACKFLOW TESTING AT THE SCHOOL ONCE APPROVED, THE CITY WILL INSTALL THE 2" METER
- NO ADDITIONAL CONNECTIONS ARE PERMITTED TO THE NEW POTABLE SERVICE LINE AT ANY TIME. CROSS CONNECTIONS BETWEEN EITHER THE COUNTY'S ON-SITE IRRIGATION SYSTEM OR AIR POINT SCHOOL'S ON-SITE IRRIGATION SYSTEM WITH THE NEW POTABLE SERVICE LINE ARE PROHIBITED

SHEET INDEX

- GENERAL NOTES, MAPS, INDEX, SCOPE
- BACKFLOW PREVENTER / SCHOOL CONNECTION LOCATIONS
- CONSTRUCTION DETAILS - 2" WATER SERVICE CONNECTION / BACKFLOW PREVENTER



SCOPE OF WORK

THIS PROJECT INVOLVES THE INSTALLATION OF VARIOUS SIZED BACKFLOW PREVENTERS WITH ENCLOSURES AT THE VARIOUS LOCATIONS AS SHOWN ON SHEET 2 OF THESE DRAWINGS

THE BACKFLOW PREVENTER ASSEMBLY SHALL BE ON THE MOST CURRENT "LIST OF APPROVED BACKFLOW PREVENTION ASSEMBLIES", ISSUED BY THE CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH

BID ITEM NO. 1 - 2" BACKFLOW PREVENTER

THE CONTRACT UNIT PRICE PAID PER 2" BACKFLOW PREVENTER SHALL INCLUDE FULL COMPENSATION FOR FURNISHING ALL SUPERVISION, LABOR, MATERIALS, TOOLS, EQUIPMENT AND INCIDENTALS AND FOR DOING ALL WORK INVOLVED IN 2" BACKFLOW PREVENTER COMPLETE IN PLACE, INCLUDING EXCAVATION, CUTTING AND REMOVAL OF EXISTING PIPE MATERIAL, TREE ROOTS 4" OR LESS, OFF-HAUL AND DISPOSAL OF EXCAVATED MATERIAL, LAYOUT AND INSTALLING BACKFLOW DEVICE AND ITS APPURTENANCES SUCH AS PVC SLEEVES, BRASS, C.I.P., OR COPPER PIPE & FITTINGS, CONCRETE PAD, PIPE SUPPORTS, PROTECTIVE ENCLOSURE PER DETAIL 2, SHEET 3, 2 GATE VALVE ASSEMBLIES PER CITY OF MILPITAS STANDARD DETAIL 702, CONNECTION TO THE EXISTING 4" MAIN INCLUDING APPURTENANCES SUCH AS SLEEVES, COUPLINGS, ETC, COMPACTING BACKFILL MATERIAL PER LATEST CITY OF MILPITAS STANDARD DRAWING 220 WITH MINIMUM OF 36" OF COVER, THRUST BLOCKS, COORDINATION WITH THE CITY OF MILPITAS, COUNTY OF SANTA CLARA AND MILPITAS UNIFIED SCHOOL DISTRICT, BACKFLOW TESTING AND DISINFECTION, CAPPING THE NEW SERVICE LINE AFTER THE BACKFLOW DEVICE, CLEARING, GRUBBING, SIDE TRIMMING, GENERAL HOUSEKEEPING AT THE END OF EACH DAY, SURFACE RESTORATION, PRESERVATION OF EXISTING STRUCTURES, STORM WATER POLLUTION PREVENTION, AND PEDESTRIAN / TRAFFIC CONTROL, PERMIT ACQUISITIONS, AS SHOWN ON THE PLANS, AS SPECIFIED IN THE STANDARD SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER

UNIT PRICE: _____ /EA

QUANTITY: 2 EA

TOTAL BID PRICE ITEM NO. 1: _____

BID ITEM NO. 2 - 4" BACKFLOW PREVENTER

THE CONTRACT UNIT PRICE PAID PER 4" BACKFLOW PREVENTER SHALL INCLUDE FULL COMPENSATION FOR FURNISHING ALL SUPERVISION, LABOR, MATERIALS, TOOLS, EQUIPMENT AND INCIDENTALS AND FOR DOING ALL WORK INVOLVED IN 4" BACKFLOW PREVENTER COMPLETE IN PLACE, INCLUDING EXCAVATION, CUTTING AND REMOVAL OF EXISTING PIPE MATERIAL, TREE ROOTS 4" OR LESS, OFF-HAUL AND DISPOSAL OF EXCAVATED MATERIAL, LAYOUT AND INSTALLING BACKFLOW DEVICE AND ITS APPURTENANCES SUCH AS PVC SLEEVES, BRASS, C.I.P., OR COPPER PIPE & FITTINGS, CONCRETE PAD, PIPE SUPPORTS, PROTECTIVE ENCLOSURE PER DETAIL 2, SHEET 3, 2 GATE VALVE ASSEMBLIES PER CITY OF MILPITAS STANDARD DETAIL 702, CONNECTION TO THE EXISTING 4" MAIN INCLUDING APPURTENANCES SUCH AS SLEEVES, COUPLINGS, ETC, COMPACTING BACKFILL MATERIAL PER LATEST CITY OF MILPITAS STANDARD DRAWING 220 WITH MINIMUM OF 36" OF COVER, THRUST BLOCKS, COORDINATION WITH THE CITY OF MILPITAS, COUNTY OF SANTA CLARA AND MILPITAS UNIFIED SCHOOL DISTRICT, BACKFLOW TESTING AND DISINFECTION, CAPPING THE NEW SERVICE LINE AFTER THE BACKFLOW DEVICE, CLEARING, GRUBBING, SIDE TRIMMING, GENERAL HOUSEKEEPING AT THE END OF EACH DAY, SURFACE RESTORATION, PRESERVATION OF EXISTING STRUCTURES, STORM WATER POLLUTION PREVENTION, AND PEDESTRIAN / TRAFFIC CONTROL, PERMIT ACQUISITIONS, AS SHOWN ON THE PLANS, AS SPECIFIED IN THE STANDARD SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER

UNIT PRICE: _____ /EA

QUANTITY: 1 EA

TOTAL BID PRICE ITEM NO. 2: _____

BID ITEM NO. 3 - AIRPOINT SCHOOL SERVICE CONNECTION

THE CONTRACT UNIT PRICE PAID PER AIRPOINT SCHOOL SERVICE CONNECTION SHALL INCLUDE FULL COMPENSATION FOR FURNISHING ALL SUPERVISION, LABOR, MATERIALS, TOOLS, EQUIPMENT AND INCIDENTALS AND FOR DOING ALL WORK INVOLVED IN AIRPOINT SCHOOL SERVICE CONNECTION COMPLETE IN PLACE, INCLUDING EXCAVATION, CUTTING AND REMOVAL OF EXISTING PIPE MATERIAL, TREE ROOTS 4" OR LESS, OFF-HAUL AND DISPOSAL OF EXCAVATED MATERIAL, LAYOUT AND INSTALLING UP TO 125 LINEAR FEET OF 2" SOFT K COPPER SERVICE LINE, CONNECTION TO THE EXISTING 4" WATERMAIN INCLUDING A 4" X 2" TEE AND NECESSARY APPURTENANCES NEEDED TO COMPLETE CONNECTION, CORPORATION STOP, ANGLE METER STOP, METER BOX AND LID, DRAIN ROCK, 2" BACKFLOW DEVICE AND ITS APPURTENANCES SUCH AS PVC SLEEVES, BRASS, C.I.P., OR COPPER PIPE & FITTINGS, CONCRETE PAD, PIPE SUPPORTS, PROTECTIVE ENCLOSURE PER DETAILS 1 AND 2, SHEET 3, 2 GATE VALVE ASSEMBLIES PER CITY OF MILPITAS STANDARD DETAIL 702, COMPACTING BACKFILL MATERIAL PER LATEST CITY OF MILPITAS STANDARD DRAWING 220 WITH MINIMUM OF 36" OF COVER, THRUST BLOCKS, COORDINATION WITH THE CITY OF MILPITAS, COUNTY OF SANTA CLARA AND MILPITAS UNIFIED SCHOOL DISTRICT, BACKFLOW TESTING AND DISINFECTION, INSTALLING A TEMPORARY 2" BLOWOFF (2" STANDPIPE) AFTER THE BACKFLOW DEVICE, CLEARING, GRUBBING, SIDE TRIMMING, GENERAL HOUSEKEEPING AT THE END OF EACH DAY, SURFACE RESTORATION, PRESERVATION OF EXISTING STRUCTURES, STORM WATER POLLUTION PREVENTION, AND PEDESTRIAN / TRAFFIC CONTROL, PERMIT ACQUISITIONS AS SHOWN ON THE PLANS, AS SPECIFIED IN THE STANDARD SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER THE WATER METER WILL BE SUPPLIED AND INSTALLED BY THE CITY OF MILPITAS

UNIT PRICE: _____ /EA

QUANTITY: 1 EA

TOTAL BID PRICE ITEM NO. 3: _____

TOTAL PROPOSAL PRICE (BID ITEMS NOS 1-3): _____

NUMBER OF DAYS REQUIRED TO COMPLETE THE PROJECT: _____

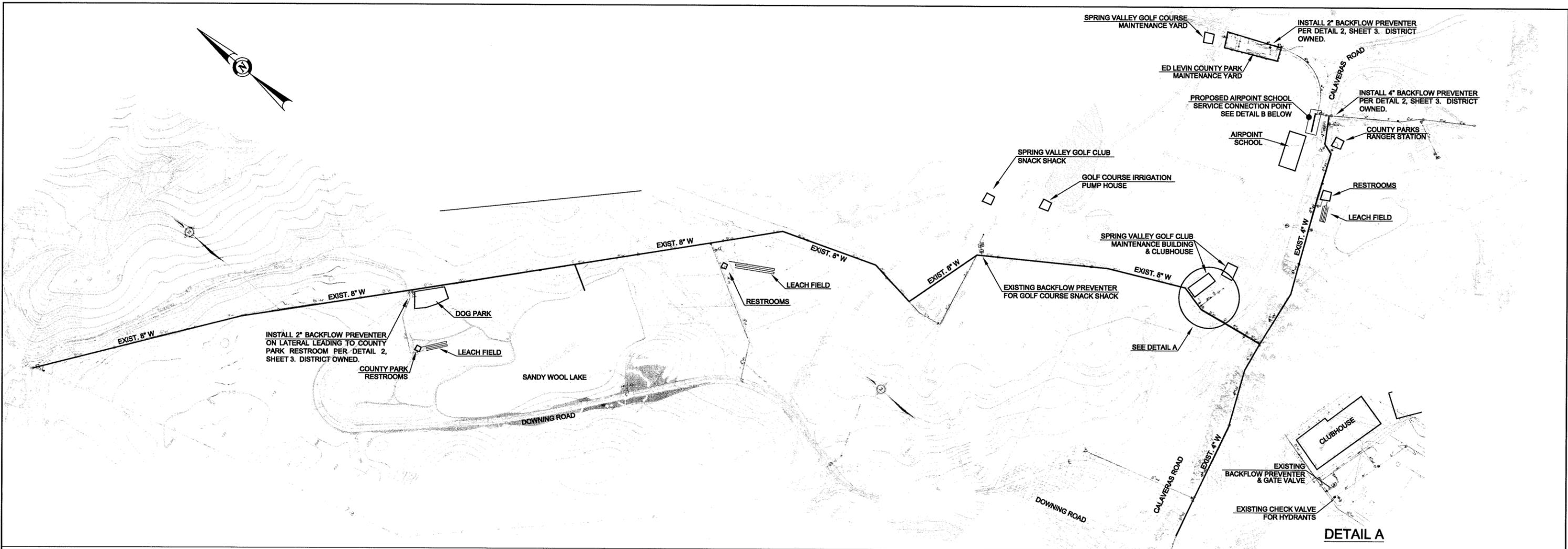
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Pakpour Consulting Group, Inc.
5776 Stoneridge Mall Road, Suite 320
Pleasanton, CA 94588
925 224 7717 Fax 925 224 7726
www.pcgengr.com

JOB No.	10017.01								
DATE	10/07/08								
SCALE	NTS								
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	CKD: JP								
DRAWN:	BY: BL								
	CKD: JP								
		SYMBOL	DATE	REVISIONS	BY	CKD			

EXHIBIT B

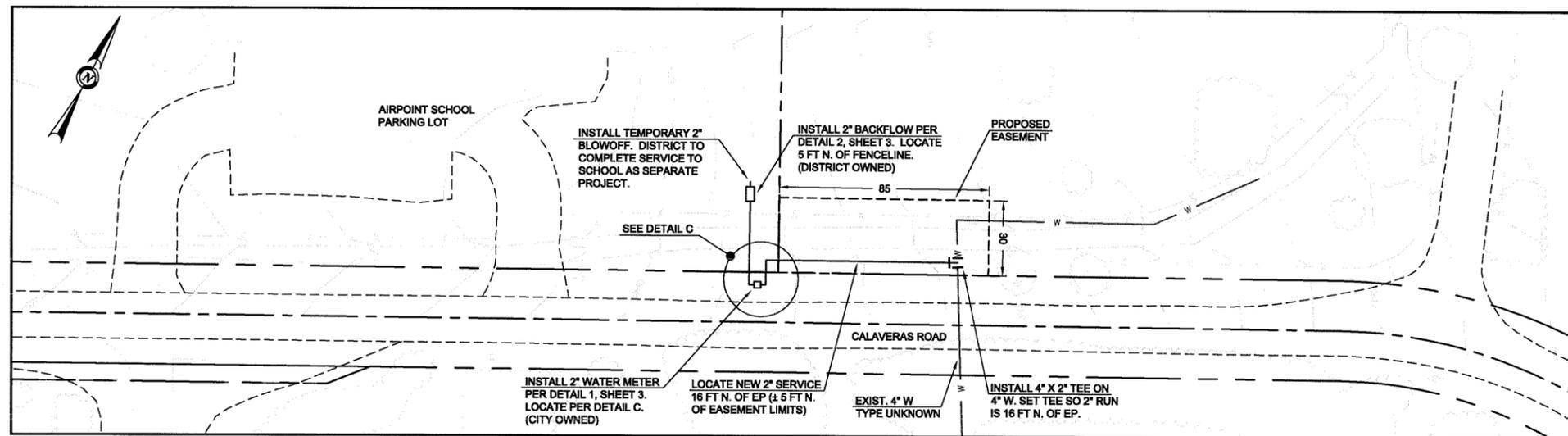
MUSD - AIRPOINT SCHOOL
GENERAL NOTES, MAPS
INDEX, SCOPE

SHEET 1
OF 3



GENERAL BACKFLOW LOCATION LAYOUT

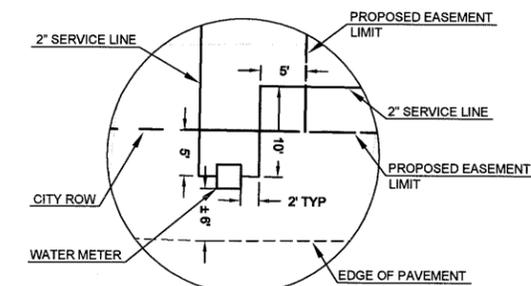
SCALE: N.T.S.



DETAIL B
AIRPOINT SCHOOL SERVICE CONNECTION

SCALE: 1" = 60'

EASEMENT LIMITS PREPARED BY NOLTE ASSOCIATES.



DETAIL C

SCALE: 1" = 5'

P
Pakpour Consulting Group, Inc.
5776 Stoneridge Mall Road, Suite 320
Pleasanton, CA 94588
925.224.7717 Fax 925.224.7726
www.pcgengr.com

JOB No.	10017.01						
DATE	10/07/08						
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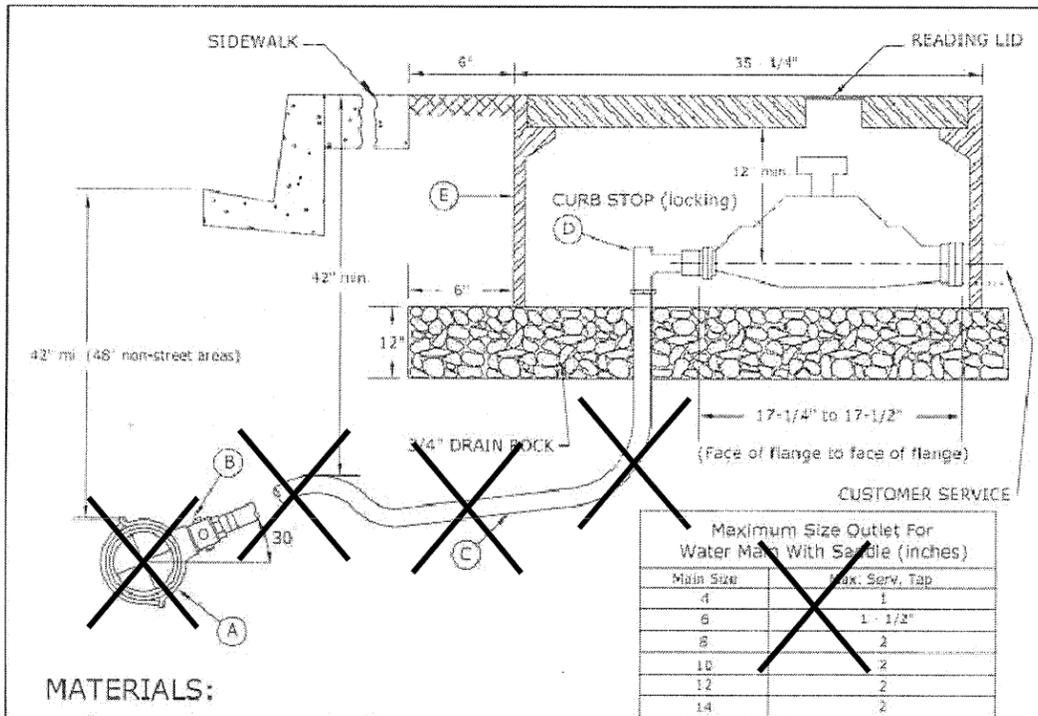


10/09/08

EXHIBIT B

MUSD - AIRPOINT SCHOOL
BACKFLOW PREVENTER / SCHOOL
CONNECTION LOCATIONS

SHEET 2
OF 3



MATERIALS:

- A. Service saddle shall be Mueller BR2B or approved equal.
- B. Corporation stop shall be Mueller H-15025 or approved equal.
- C. Service pipe shall conform to A.S.T.M. Class K, soft annealed, seamless copper tubing.
- D. Angle meter stop, Mueller H-14276 or approved equal.
- E. Meter boxes shall be Christy B36 BOX and B36G lid or approved equal with the word "WATER" imprinted on the lid.

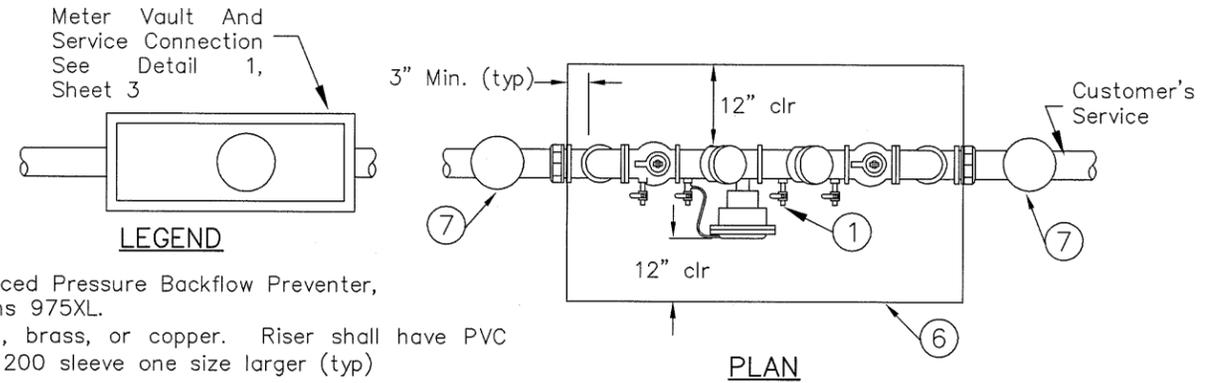
NOTES:

1. Customer service end shall be 2" flange with insulating gasket, Calpico Type F Option 1.
2. Water meters shall be furnished and installed by the City at the expense of the customer.
3. Meter box shall be set as detailed at the time the service is installed unless otherwise specified by the City Engineer.
4. Where meter boxes are located in driveways, boxes shall be furnished with traffic covers, Christy B36-61G or approved equal.
5. Nonresidential use requires backflow preventer and protective enclosure as shown on City Standard Drawing No. 734.
6. Where more than one domestic water meter is required, each meter shall be identified with permanent durable markings to indicate which address, building, tenant space that each meter serves (i.e. brass tag stamped with address).
7. Meter box side openings shall be grouted.

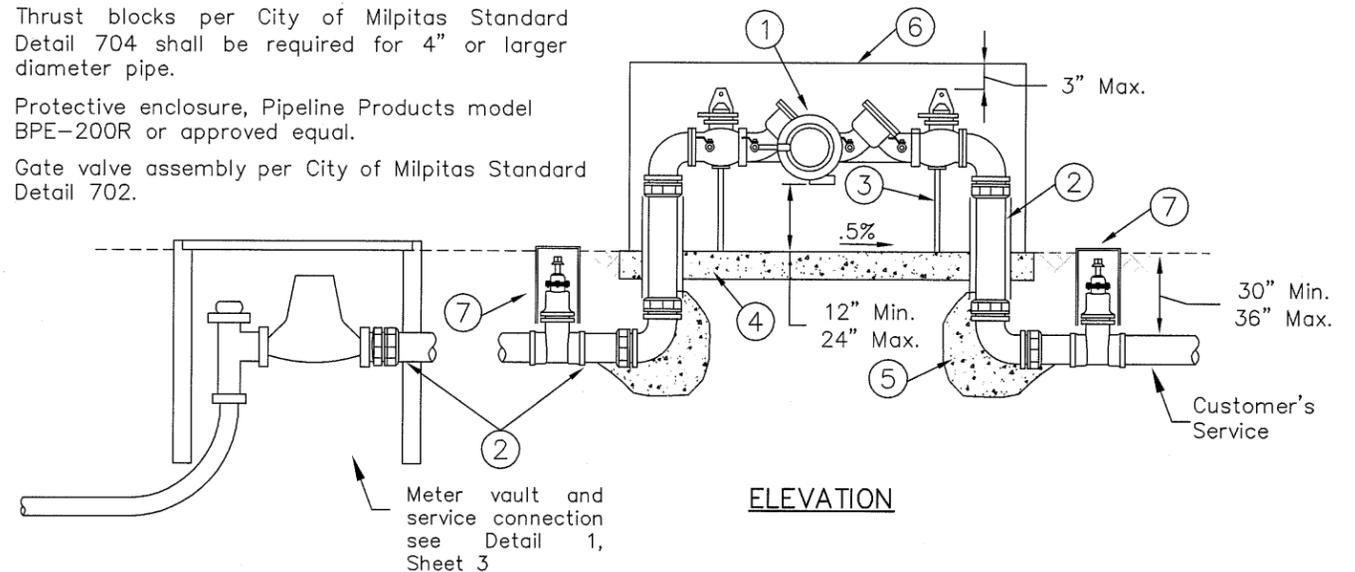
NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	DESIGNED:	NO. 726
1		DRAWN: JV	ORIGINAL DATE: 11/13/97
		CHECKED: MK	
		APPROVED BY: <i>David W. Miller</i>	SHEET 1 OF 1
PUBLIC WORKS DIRECTOR / CITY ENGINEER			DATE: 11/9/00

DETAIL 1 - 2" WATER SERVICE



- LEGEND**
- ① Reduced Pressure Backflow Preventer, Wilkins 975XL.
 - ② C.I.P., brass, or copper. Riser shall have PVC SCH 200 sleeve one size larger (typ)
 - ③ Stainless steel pipe saddle brace.
 - ④ 4" thick concrete pad.
 - ⑤ Thrust blocks per City of Milpitas Standard Detail 704 shall be required for 4" or larger diameter pipe.
 - ⑥ Protective enclosure, Pipeline Products model BPE-200R or approved equal.
 - ⑦ Gate valve assembly per City of Milpitas Standard Detail 702.



REQUIREMENTS

1. All backflow preventers must be tested by a certified backflow prevention tester (after installation) and results recorded on City or County backflow test form. If device doesn't pass, it shall be cleaned and repaired until passing test results are achieved. Forms shall be submitted to City, County, and MUSD. Tester must provide copy of certificate to City.
2. The installation is required by Title 17 of the California Administrative Code, the California Department of Public Health and Ordinance #232 of the City of Milpitas.

DETAIL 2 - REDUCED PRESSURE BACKFLOW PREVENTER ASSEMBLY

(NTS)

EXHIBIT B

MUSD - AIRPOINT SCHOOL
CONSTRUCTION DETAILS
2" WATER SERVICE / BACKFLOW PREVENTER

SHEET 3
OF 3

DRAWING NAME: BACKFLOW PREVENTER ASSEMBLY.dwg
DATE: 10/19/08

P
Pakpour Consulting Group, Inc.
5776 Stoneridge Mall Road, Suite 320
Pleasanton, CA 94588
925 224 7717 Fax 925 224 7726
www.pcgengr.com

JOB No.	10017.01				
DATE	10/07/08				
SCALE	NTS				
DESIGN:	BY: BL				
	CKD: JP				
DRAWN:	BY: BL				
	CKD: JP				
		SYMBOL	DATE	REVISIONS	BY



10/19/08



Milpitas Unified School District

1331 E. Calaveras Blvd. • Milpitas, CA 95035 • (408) 635-2600

John Cimino

Director of Maintenance, Operations, and Transportation

408-635-2888 • Fax (408) 945-2467

October 7, 2008

Kathleen Phalen
Principal Civil Engineer
City of Milpitas
455 East Calaveras Blvd.
Milpitas, CA 95035

Dear Ms. Phalen:

Request for Connection to City Potable Water Supply at the Airpoint School Site

This letter reiterates the need for potable water supply at Airpoint School (see April 12, 2007 letter attached) and provides an update of the activities that have occurred to date. Currently the only water source for the Milpitas Unified School District (MUSD) Airpoint School is a domestic well located on the school site property. Over the past six years, the quality of the water from this well had degraded to the point that the California Department of Public Health (CDPH) is deeply concerned.

As a result of the degradation of the water quality from the existing well and evaluation of different options provided by consultants and agencies, MUSD has identified connecting to the City of Milpitas water supply as the safest and most fiscally prudent solution. However the closest City water main is several thousand feet away from the school. The property surrounding the school is owned by the County of Santa Clara (County) and leased to the Spring Valley Golf Course. A water main installed by the County serves the Golf Course, County Maintenance Facility, and several picnic and campsite areas. This water main is within one hundred feet of school property.

MUSD is proposing connecting to the County-owned water main close to the school. MUSD would then purchase water from the City and "wheel" it through the County water main to the school which would have a City-metered connection.

MUSD in cooperation with the City of Milpitas, County of Santa Clara and the CDPH have completed a feasibility study and subsequent report. The purpose of the study was to identify possibly cross-connections on the County's water main. The scope of work included field investigations, mapping of connections, development of a testing protocol and subsequent testing, and preparation of a report summarizing our findings. The conclusion is that there are no cross-connections present; however, installation of on-site backflow devices is recommended to protect the County water supply.

Airpoint School is located within the City limits but it outside the Urban Growth Boundary. We understand that City Council approval and a demonstration that an Urgent Public Health or Safety Concern exists are required as conditions of water service for connection outside of this boundary.

To satisfy City ordinance requirements for connections outside the Urban Growth Boundary, we are submitting the following documentation:

1. Urgent Public Health or Safety Concern
 - a. April 12, 2007 letter from Eric Lacy, District Engineer, CDPH (formerly California Department of Health Services)
 - b. September 22, 2008 letter from Eric Lacy, District Engineer, CDPH
2. Infeasibility of Connecting to any other Source
 - a. April 12, 2007 Letter from Pakpour Consulting Group, Inc.
 - b. October 12, 2005 letter from Peter J. Forest
3. Demonstration of Vested Right to Develop
 - a. Project Plans are dated 1965
4. Applicant to Pay Costs for Connection
 - a. School District will pay for cost

In addition, we have been working with City and County staff to prepare a three-party Water Supply Agreement. We have also submitted construction plans for the connection the County main. MUSD is looking forward to receiving approvals and completing this water supply connection as quickly as possible.

Sincerely,

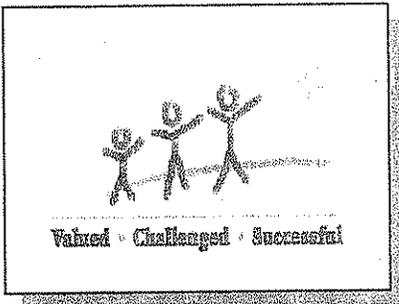


John Cimino

Director of Facilities Maintenance, Transportation, Operations and Grounds

Cc: Dr. Karl Black

enc



Milpitas Unified School District

1331 E. Calaveras Blvd. • Milpitas, CA 95035 • (408) 945-2300

John Cimino

Director of Maintenance, Operations, and Transportation

408-945-5567 • Fax (408) 945-2467

April 12, 2007

Marilyn Nickel
Associate Civil Engineer
City of Milpitas
455 East Calaveras Blvd
Milpitas, Ca 95035

Request for Connection to City Potable Water Supply at the Airpoint School Site 3001 Calaveras Road

Dear Ms. Nickel:

Currently Milpitas Unified School Districts' (District) Airpoint School's only water source for 40 students and staff is a domestic well located on the school site property. Over the past six years the quality of the water from this well has degraded to a point that the State Department of Health Services is deeply concerned and has issued Notices of Violation.

As a result of the degradation of the existing well and evaluation of different options provided by consultants and agencies, the District has identified the City of Milpitas water supply as the safest and most fiscally prudent solution. However the closest City watermain is several thousand feet away from the school. The property surrounding the School is owned by the County of Santa Clara (County) and leased to the Spring Valley Golf Course. A watermain installed by the County serves the Golf Course, County Maintenance Facility, several picnic and campsite areas. This watermain is within fifteen feet of District property. The District is proposing connecting to the County owned watermain close to the school. MUSD would then purchase water from the City and "wheel" it through the County watermain to the School which would have a metered connection.

The District has already initiated discussion with the State Department of Health Services, Santa Clara County, Golf Course operator, and the City of Milpitas regarding this water supply. The next steps include performing a cross-connection test on the County watermain, finalizing a three-party agreement between the District, County, and City, and installing any improvements. The District agrees to pay for all construction, design and engineering cost associated with the connection and any mitigation measures agreed to by all involved agencies.

Please contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to be "John Cimino", written over a horizontal line.

John Cimino

Director of Facilities Maintenance, Transportation, Operations and Grounds



MARK B HORTON, MD, MSPH
Director

State of California—Health and Human Services Agency
California Department of Public Health



ARNOLD SCHWARZENEGGER
Governor

September 22, 2008

Mr. John Cimino
Director of Maintenance, Operations, and Transportation
Milpitas Unified School District – Air Point School
1585 Roger Street
Milpitas, CA 95035

Dear Mr. Cimino:

CITATION NO. 02-17-08C-017
BACTERIOLOGICAL SAMPLING MAXIMUM CONTAMINANT LEVEL VIOLATION
Milpitas Unified School District – Air Point School, Water System No. 4300933

Enclosed is a citation issued to the Milpitas Unified School District – Air Point School (MUSD). The citation is issued because MUSD failed to comply with Section 64426.1(b)(2), Chapter 15, Title 22, California Code of Regulations. Specifically, MUSD failed to comply with the maximum contaminant level for total coliform bacteria during the month of September 2008.

The attached citation consists of four sections: Violation, Background, Directives, and Civil Penalty. The Violation and Background sections describe the event leading up to the issuance of the citation. The Directives section specifies what the Water System needs to do to return to compliance. The Civil Penalty section describes fees to be assessed for failure to comply with the citation. No civil penalty is levied with the current citation.

If you have any further questions regarding this letter, please feel free to contact Ms. Van Tsang at (510) 620-3602.

Sincerely,

Eric Lacy, P.E.
District Engineer
Santa Clara District
Drinking Water Field Operations Branch

cc: Santa Clara County Environmental Health Department
bcc: C.Ma, E.Lacy, V.Tsang, enforcement system file, chron