



CONTRACT

Project: Street Light and Traffic Signal Support
Bid No: 4241
Amount of Contract: \$ 100,000.00

THIS CONTRACT, made this the 17th day of March, 2009, by and between the City of Milpitas, hereinafter referred to as "the City of Milpitas" and Cal-West Lighting & Signal Maintenance, Inc., hereinafter referred to as "Contractor",

WITNESSETH:

A. WHEREAS, the City of Milpitas has caused specifications, drawings and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and

B. WHEREAS, said Specifications include:

- Part A – Invitation For Bids
- Part B – Detailed Specifications or Scope of Work
- Part C – Instructions To Bidder
- Part D – Terms and Conditions
- Part E - Special Provisions for Equipment & Material Furnished By Contractor
- Part F - Drawings
- Part G – Addenda
- Part H – Bid Security Bond
- Part I – Bidder's Statement Regarding
Insurance Coverage
- Part J – Worker's Compensation Insurance
Certificate
- Part K – Bidder's Nondiscriminatory
Employment Certificate
- Part L – Proposed Equipment and Material
Manufacturers
- Part M – Experience Statement
- Part N – Subcontractors List

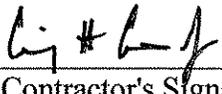
C. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's Proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Proposal, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and the City of Milpitas hereby employs the Contractor and agrees to

pay the Contractor the contract prices therein provided for the fulfillment of the work and the performance of the covenants therein set forth.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

City of Milpitas,
A Municipal Corporation

	
City Manager	Contractor's Signature
	PRESIDENT
Title	Title

Business Tax Compliance: Certificate No. _____

Approved As
To Content: _____
City Project Manager

Prepared By: _____
City Purchasing Agent

Approved As
To Form: _____
City Attorney

Approved As
To Insurance: _____
City Risk Manager

ATTEST:
By _____
City Clerk



City of Milpitas
NOTICE TO CONTRACTORS
FOR
Street Light and Traffic Signal Support
Bid No. 4241

NOTICE IS HEREBY given that sealed bids will be received by the City of Milpitas Information Counter, first floor City Hall 455 E. Calaveras Blvd., CA 95035 until February 3, 2009 2:00 P.M. local time, at which time and place they will be publicly opened and read for furnishing all labor, materials and equipment, and performing all work necessary and incidental to:

The construction support services for street light and traffic signal facilities including the construction of foundations & conduit systems, standing of poles, installation of vehicle speed feedback signs and additional on-call services

according to City of Milpitas plans, specifications and contract documents.

Bids shall be delivered and addressed to the City of Milpitas Information Counter, 455 E. Calaveras Blvd., California, 95035-5411, and shall be labeled Street Light and Traffic Signal Support Services, Bid No. 4241. Any Bidder who wishes its bid to be considered is responsible for making certain that its bid is received at the Information Counter by the proper time. No oral, telegraphic, electronic, facsimile or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled bid opening time will be returned unopened.

Plans and Specifications. Specifications may be examined and obtained at no charge at the Purchasing Office, or by calling 408-586-3162.

Pre-Bid Conference. A pre-bid conference is not planned at this time.

Contractors License. All Bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. The Successful Bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time the contract is awarded. The class of license the classification applicable to the work specified in the contract. Each bidder shall also have no less than **five (5) years experience** in the magnitude and character of the work bid.

Prevailing Wages. Pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, it shall be mandatory upon the Contractor to pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentices on public works contracts.

Bid Security Bond. Each Bid shall be accompanied by a certified check, cashier's check, or Bid bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of California, in an amount equal to at least ten percent (10%) of the sum of the total amount bid, including any options. Said bond is payable without condition to the City of Milpitas as a guaranty that the bidder, if awarded the contract, will promptly execute the contract in accordance with the Bid in manner and form required by these contract documents and will furnish. The Bid Security shall be forfeited to the City of Milpitas as liquidated damages in the case of failure

SCOPE OF WORK

SEE EXHIBIT A

AND

ATTACHMENT A

makes the bid, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the corporation makes the bid, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the Bid to execute contracts on behalf of the corporation.

BID RESULTS. It is not the policy of the City of Milpitas to provide bid results in response to telephone inquiries. Bids are opened publicly and interested parties are invited to attend. A tabulation of bids received is posted on the Purchasing page of the City website.

BID SUBMITTAL. Bids shall be submitted in a sealed envelope bearing on the outside the name of the bidder, his address and the project name and bid number for which the bid is submitted. Bidder's authorized representative must properly initial any erasures or alterations of any kind. Bids that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic bids or modifications will be considered unless otherwise specified herein.

BID WITHDRAWAL. Bidder's authorized representative may withdraw bids only by written request received before Bid Opening.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean bidder has agreed to all the terms and conditions set forth in the pages of this bid.

BUSINESS LICENSE. If the scope of work under this bid includes performing services or installation on City of Milpitas property, the SUCCESSFUL BIDDER must obtain a City of Milpitas Business License upon execution of the contract.

CANCELLATION OF SOLICITATION. The City of Milpitas may cancel this solicitation at any time.

CLEANUP COST. Bidder shall include in the bid, all costs for cleanup during performance and upon completion of work on this project. Successful Bidder will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Successful Bidder shall leave entire area in a neat, clean, and acceptable condition as approved by the City of Milpitas.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by bidder's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or

equivalent in fair market value to the amount to be withheld as performance retention. The securities shall be held in accordance with the provisions of Public Contract Code Section 22300, and the implementing agreement. The Contractor is obligated to ensure that such securities deposited are sufficient to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the contract. If the City of Milpitas Finance Director, or the appropriate escrow agent, gives written notice to the Contractor indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City of Milpitas to ensure performance, Contractor shall within five days of the date of such notice post all such securities held by the City of Milpitas, or in escrow, equivalent to the amount of money to be withheld by the City of Milpitas under the contract. Any Contractor wishing to exercise this option shall give notice in writing to the City of Milpitas.

EXCAVATION DEEPER THAN FOUR FEET. If excavation work extends deeper than four feet below the surface, the following conditions apply in accordance with SB1470, Chapter 330, of the Business and Professions Code: (A) The Contractor shall promptly and before the following conditions are disturbed, notify the City of Milpitas in writing of any (1) materials that the Contractor believes may be material that is hazardous waste, as defined in Section 2517 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; and (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 the contract. (B) The City of Milpitas will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the 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. In the event that a dispute arises between the City of Milpitas and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or the 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. The Contractor shall retain any and all rights provided either by contract or by law that pertain to the resolution of disputes and protests between the contracting parties.

EXECUTION OF CONTRACT. Time is of the essence of this contract. The Successful Bidder/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after personal delivery of the notice within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the City of Milpitas executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the City of Milpitas may, at its option, consider that the bidder has abandoned the contract, in which case the bid security bond shall be forfeited by the bidder and become the property of the City of Milpitas. After the contract has been executed, including the insurance documents, certificates, and bonds a Notice to Proceed will be issued. Bidder agrees to commence work within ten- (10) working days after the date of the Notice to Proceed, to proceed with the work and fully complete the project within (number of completion days allowed) from the date of the Notice to Proceed.

EXPERIENCE AND COMPETENCY. The Successful Bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Bidder shall also have no less than **five (5)** years' experience in the magnitude and character of the work bid. Each

announced for opening the bids. When the City of Milpitas considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be posted on the City website. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each bidder, including any prospective bidder who obtained a set of contract documents from anyone other than the City of Milpitas, to check the website for addenda prior to submitting any bid.

LATE BIDS. Late bids will not be considered and will be returned to bidders unopened. It is the bidders' responsibility to ensure that their bids have sufficient time to be received by the Purchasing Office before bid opening.

MEASUREMENTS. It is the responsibility of the Bidder to make all measurements to determine his bid price. The City of Milpitas will not be responsible for determining the quantities of materials necessary to complete the work specified.

MODIFICATION OF BIDS. Any Bidder who wishes to make modifications to a bid already received by the City of Milpitas must withdraw his bid in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Bids). All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in the same form and manner as the original bid. It is the responsibility of the bidder to ensure that modified or withdrawn bids are resubmitted before the time announced for the opening of bids.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, or contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the City of Milpitas enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Bidders are required to submit a Non-Collusion Affidavit with their bids. See attached Affidavit.

OFFERS OF MORE THAN ONE PRICE. Bidders are NOT allowed to submit more than one bid.

OPENING OF BIDS. All bids, irrespective of irregularities or informalities, will be opened and publicly read aloud at the time announced for the opening of bids. All interested persons are invited to be present at the opening and reading of bids. The public reading will include the names of the bidders, the total amounts bid and the acknowledgment of receipt of bid guaranties.

Postponement of Opening. The City of Milpitas reserves the right to postpone the date and time for opening of bids at any time before the date and time announced in the Notice to Contractor.

PAYMENT TERMS. Discounts for payments made within **Fourteen (14)** days or less from receipt of invoice will be considered in award of bid. Payment discounts must be clearly shown on the Bid Form.

PERMITS. Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract. Upon execution of the contract, the Successful Bidder/Contractor shall obtain a building permit issued by the City of Milpitas.

there is more than one bid item in the bid schedule, the Bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid as non-responsive and may cause its rejection. The total amount of the bid will be the sum of the total prices of all items in the bid schedule. The total amount of the bid will be the sum of the total prices of all items in the bid schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

PROTECTION OF PUBLIC. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable protection, safety and warning to persons and/or vehicular traffic concerned in the area.

QUALIFICATION OF BIDDERS. Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. The bidder's experience shall be set forth and submitted on the form provided herewith. It is the intention of the City of Milpitas to award a contract to a bidder who furnishes satisfactory evidence that the bidder has the requisite experience, ability, sufficient capital, facilities, and plant to enable the bidder to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the bidder, the City of Milpitas will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered specified in the contract documents. To this end, each Bid shall be supported by a statement of the bidder's experience on the form entitled "Bidder's Experience", which is a part of the contract documents.

REJECTION OF BIDS. The City of Milpitas reserves the right to reject any bids, all bids, or any part of any bid presented and readvertise for bids. The City reserves the right to cancel the solicitation and make no award. The City of Milpitas reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the City of Milpitas or any other governmental agency. The City of Milpitas expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of Milpitas. The City accepts no liability for any cost incurred by any bidder in the preparation of a bid. All costs associated with the preparation of a bid shall be born solely by the bidder

RULES FOR SUBMITTING BIDS.

- A. **Bid Submittal Deadline. The Bid Submittal Deadline is: January 29, 2009 by 2:00P.M..** Bids must arrive at the Information Counter, 455 E. Calaveras Blvd., Milpitas, CA 95035-5411 by the Bid Submittal Deadline.
- a. **Responsibility.** Bidders are solely responsible for ensuring their Bid is received by the City of Milpitas in accordance with the solicitation requirements, before the Bid Submittal Deadline, and at the place specified. The City of Milpitas shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of bid shall be made at the office specified in the Notice to Contractors. Deliveries made before the Date & Time Due but to the wrong City of Milpitas office will be considered non-responsive unless re-delivery is made to the office specified before the Date & Time Due and time specified in the Notice to Contractors.

that is issued by the City of Milpitas. The submission of a bid by a bidder shall constitute the acknowledgment that it has relied and is relying on its own examination of (a) the site of the work, (b) the access to the site and (c) all other data, matter and things requisite to the fulfillment of the work and on its own knowledge of existing services and utilities on and in the vicinity of the site of the work to be construed under the contract, and not on any representations or warranty by the City of Milpitas. No claim will be allowed for additional compensation that is based upon a lack of knowledge of the above items.

SOIL INFORMATION. Bidders is solely responsible for making all deductions and conclusions as to the nature of any materials to be excavated, the difficulties of making and maintaining the required excavation, the difficulties which may arise from subsurface conditions, all testing and disposal requirements, and of doing any other work affected by the subsurface conditions.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the bid specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "bid specification" as used in this solicitation shall be interpreted to mean all the pages that make up this bid solicitation, including *but not limited to* the Notice to Contractors, Instructions To Bidder, Terms and Conditions, Detailed Specifications or Scope of Work, Contractor's Bid form, Proposed Equipment & Material Manufacturers form, Experience Statement, Subcontractor's List, Workers Compensation Insurance Certificate, Contractor Guaranty statement and Bid Security Bond.

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. Where applicable, all work will be performed in accordance with the Standard Specifications for Public Works Construction most current Edition. Sections 1 through 9 of the Standard Specifications for Public Works Construction, current Edition, are incorporated herein by this reference. Where conflicts arise, the Standard Specifications for Public Works Construction shall prevail.

SUBCONTRACTORS. In accordance with California Public Contract Code Section 4104, each bid shall be listed on the form provided by the City of Milpitas: (a) The type of work to be performed and the name and location of the place of business of each subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the work or improvement; or (b) of any subcontractor licensed by the State of California who, under subcontract to the Bidder, will specially fabricate and install a portion of the work or improvement according to the detailed plans and specifications, in an amount in excess of one-half of one percent of the total amount of the bid; or (c) in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater. For the purpose of this section, a subcontractor is defined as one who contracts with the successful bidder/contractor to furnish materials and labor, or labor only, for the performance of onsite work or who will specially fabricate a portion of the work offsite, pursuant to detailed plans and specifications in the contract documents.

SUBCONTRACTOR COMPETENCY. The Successful Bidder will be required to establish to the satisfaction of the City of Milpitas the competency, reliability and responsibility of the subcontractors proposed to furnish or perform the work described in the contract documents. Before the award of the

TERMS AND CONDITIONS

AGREEMENT. Submission of a signed bid will be interpreted to mean bidder hereby agrees to all the terms and conditions set forth in all the pages of this Notice to Contractors/bid solicitation. Bidder's signed bid and City of Milpitas' written acceptance or purchase order shall constitute a contract.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this bid without first obtaining the specific written consent of the City of Milpitas.

In accordance with Public Contract Code Section 7103.5 "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. (c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein."

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE CITY OF MILPITAS. Subject to the power and authority of the City of Milpitas as provided by law in this contract, the City of Milpitas shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City of Milpitas shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF CONTRACT. *Without cause*, the City of Milpitas may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. *With cause*, the City of Milpitas may cancel this contract at any time with ten- (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the City of Milpitas and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful bidder may not cancel this contract without prior written consent of the Purchasing Agent.

CHANGES IN WORK. The City of Milpitas may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Milpitas may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the City of Milpitas. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the Standard Specification for Public Works Construction, 1998 or most current edition.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Santa Clara, in state of California. The parties further stipulate that the county of Santa Clara, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PRE-CONSTRUCTION MEETING. The contractor shall not commence work until a meeting between representatives of the contractor and the City of Milpitas is held. The meeting will be held at the City of Milpitas (location), (full address), at a time and date later to be established.

RECYCLED PRODUCT PROCUREMENT. The City of Milpitas is committed to the conservation and protection of state and local resources; therefore bidders able to supply recycled products and products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals. The Purchasing Agent shall purchase recycled products whenever they are available at the same total cost and the fitness and quality are equal to that of non-recycled products

- a.) Contractors and consultants are required to use environmentally preferable products, and use products manufactured with the maximum practicable amount of post-consumer material, whenever cost effective and to the extent practicable.
- b.) All businesses doing business with the City are required to certify in writing the minimum, if not exact, percentage of post consumer materials in the products or supplies offered or sold to the City.
- c.) With respect to printer or duplication cartridges, a certification from the vendor is required to specify that the cartridges are remanufactured and are in compliance with the requirements of Section 12156 (e) of the Public Contract Code.
- d.) For all paper materials of any kind delivered to the City, by a contractor, supplier, or consultant, whether in the form of a product such as a cup or a deliverable such as a report, shall use recycled paper that bears an imprint identifying the recycled content of the paper as not less than the 30% post consumer fiber as specified in Section 12209 of the Public Contract Code. A product such as a cup may have the identifying logo and/or language on the packaging, while a deliverable such as a report shall have the identifying logo on the first page. This shall apply for all paper materials delivered to the city whenever practicable.
- e.) Contractors and consultants shall use both sides of paper sheets whenever practicable.
- f.) The purchasing agent shall provide to the suppliers of recycled products a preference of 10% (percent) of the lowest bid or price quoted by suppliers of non-recycled products.

REJECTION OF WORK. Contractor agrees that the City of Milpitas has the right to make all final determinations as to whether the work has been satisfactorily completed.

RIGHTS RESERVED. (a) Rejection of Work. Contractor agrees that the City of Milpitas has the right to make all final determinations as to whether the work has been satisfactorily completed. (b) Completion of Work. If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the City of

**SPECIAL PROVISIONS
FOR
MATERIALS & EQUIPMENT
FURNISHED BY CONTRACTOR**

AUTHORIZED DISTRIBUTOR. Successful Bidder must be an Authorized Distributor for the product offered, *or* with his Bid, he must submit documentation from an authorized distributor from whom he has purchased the specified materials or equipment. Said documentation must state that the distributor will honor all manufacturers' warranties.

BONDS - PAYMENT BOND (Labor & Materials). Successful Bidder shall furnish within *ten (10) consecutive calendar days* after written notice, a Payment Bond in an amount equal to one hundred percent (*100%*) of the total amount of the contract. See below for "Substitution of Securities for Retained Funds".

Substitution of Securities for Retained Funds. The contractor shall be permitted to substitute securities for *any* monies withheld by the City of Milpitas to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, §22300.

BRAND NAMES. Manufacturers names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS. Bids will be considered on equipment or material complying substantially with specifications, provided each deviation is stated and each substitution is described in detail. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City of Milpitas will be the sole determiner of whether such substitutions are equivalent to the materials or equipment specified.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, and other laws relative thereto.

COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the buyer harmless for any failure to so conform.

DEMONSTRATION OF PRODUCT OFFERED. A demonstration of the item(s) offered may be required. If the demonstration cannot be performed at a City of Milpitas facility, the demonstration must be performed within a 60-mile radius of 455 E. Calaveras Blvd. 95035. Bidders shall indicate on their bid the location of the demonstration site. Bids for item(s) that do not perform to the City of Milpitas' satisfaction during the demonstration will be declared non-responsive and will not be considered for award of bid.

F.O.B. POINT & SHIPPING CHARGES. All prices shall be quoted F.O.B. destination, Public Works Yard 1265 N. Milpitas Blvd., Milpitas, California 95035. All shipping, handling and freight charges must be shown separately on bid form.



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Amount of Contract: \$ 100,000.00

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Street Light and Traffic Signal Support
Bid No. 4241

NOTICE IS HEREBY given that sealed bids will be received by the City of Milpitas Information Counter, first floor City Hall 455 E. Calaveras Blvd., CA 95035 until February 3, 2009 2:00 P.M. local time, at which time and place they will be publicly opened and read for furnishing all labor, materials and equipment, and performing all work necessary and incidental to:

The construction support services for street light and traffic signal facilities including the construction of foundations & conduit systems, standing of poles, installation of vehicle speed feedback signs and additional on-call services

according to City of Milpitas plans, specifications and contract documents.

Bids shall be delivered and addressed to the City of Milpitas Information Counter, 455 E. Calaveras Blvd., California, 95035-5411, and shall be labeled Street Light and Traffic Signal Support Services, Bid No. 4241. Any Bidder who wishes its bid to be considered is responsible for making certain that its bid is received at the Information Counter by the proper time. No oral, telegraphic, electronic, facsimile or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled bid opening time will be returned unopened.

Plans and Specifications. Specifications may be examined and obtained at no charge at the Purchasing Office, or by calling 408-586-3162.

Pre-Bid Conference. A pre-bid conference is not planned at this time.

Contractors License. All Bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. The Successful Bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time the contract is awarded. The class of license the classification applicable to the work specified in the contract. Each bidder shall also have no less than **five (5) years experience** in the magnitude and character of the work bid.

Prevailing Wages. Pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, it shall be mandatory upon the Contractor to pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentices on public works contracts.

Bid Security Bond. Each Bid shall be accompanied by a certified check, cashier's check, or Bid bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of California, in an amount equal to at least ten percent (10%) of the sum of the total amount bid, including any options. Said bond is payable without condition to the City of Milpitas as a guaranty that the bidder, if awarded the contract, will promptly execute the contract in accordance with the Bid in manner and form required by these contract documents and will furnish. The Bid Security shall be forfeited to the City of Milpitas as liquidated damages in the case of failure

SCOPE OF WORK

SEE EXHIBIT A

AND

ATTACHMENT A

makes the bid, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the corporation makes the bid, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the Bid to execute contracts on behalf of the corporation.

BID RESULTS. It is not the policy of the City of Milpitas to provide bid results in response to telephone inquiries. Bids are opened publicly and interested parties are invited to attend. A tabulation of bids received is posted on the Purchasing page of the City website.

BID SUBMITTAL. Bids shall be submitted in a sealed envelope bearing on the outside the name of the bidder, his address and the project name and bid number for which the bid is submitted. Bidder's authorized representative must properly initial any erasures or alterations of any kind. Bids that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic bids or modifications will be considered unless otherwise specified herein.

BID WITHDRAWAL. Bidder's authorized representative may withdraw bids only by written request received before Bid Opening.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean bidder has agreed to all the terms and conditions set forth in the pages of this bid.

BUSINESS LICENSE. If the scope of work under this bid includes performing services or installation on City of Milpitas property, the SUCCESSFUL BIDDER must obtain a City of Milpitas Business License upon execution of the contract.

CANCELLATION OF SOLICITATION. The City of Milpitas may cancel this solicitation at any time.

CLEANUP COST. Bidder shall include in the bid, all costs for cleanup during performance and upon completion of work on this project. Successful Bidder will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Successful Bidder shall leave entire area in a neat, clean, and acceptable condition as approved by the City of Milpitas.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by bidder's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or

equivalent in fair market value to the amount to be withheld as performance retention. The securities shall be held in accordance with the provisions of Public Contract Code Section 22300, and the implementing agreement. The Contractor is obligated to ensure that such securities deposited are sufficient to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the contract. If the City of Milpitas Finance Director, or the appropriate escrow agent, gives written notice to the Contractor indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City of Milpitas to ensure performance, Contractor shall within five days of the date of such notice post all such securities held by the City of Milpitas, or in escrow, equivalent to the amount of money to be withheld by the City of Milpitas under the contract. Any Contractor wishing to exercise this option shall give notice in writing to the City of Milpitas.

EXCAVATION DEEPER THAN FOUR FEET. If excavation work extends deeper than four feet below the surface, the following conditions apply in accordance with SB1470, Chapter 330, of the Business and Professions Code: (A) The Contractor shall promptly and before the following conditions are disturbed, notify the City of Milpitas in writing of any (1) materials that the Contractor believes may be material that is hazardous waste, as defined in Section 2517 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; and (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 the contract. (B) The City of Milpitas will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the 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. In the event that a dispute arises between the City of Milpitas and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or the 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. The Contractor shall retain any and all rights provided either by contract or by law that pertain to the resolution of disputes and protests between the contracting parties.

EXECUTION OF CONTRACT. Time is of the essence of this contract. The Successful Bidder/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after personal delivery of the notice within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the City of Milpitas executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the City of Milpitas may, at its option, consider that the bidder has abandoned the contract, in which case the bid security bond shall be forfeited by the bidder and become the property of the City of Milpitas. After the contract has been executed, including the insurance documents, certificates, and bonds a Notice to Proceed will be issued. Bidder agrees to commence work within ten- (10) working days after the date of the Notice to Proceed, to proceed with the work and fully complete the project within (number of completion days allowed) from the date of the Notice to Proceed.

EXPERIENCE AND COMPETENCY. The Successful Bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Bidder shall also have no less than **five (5)** years' experience in the magnitude and character of the work bid. Each

announced for opening the bids. When the City of Milpitas considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be posted on the City website. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each bidder, including any prospective bidder who obtained a set of contract documents from anyone other than the City of Milpitas, to check the website for addenda prior to submitting any bid.

LATE BIDS. Late bids will not be considered and will be returned to bidders unopened. It is the bidders' responsibility to ensure that their bids have sufficient time to be received by the Purchasing Office before bid opening.

MEASUREMENTS. It is the responsibility of the Bidder to make all measurements to determine his bid price. The City of Milpitas will not be responsible for determining the quantities of materials necessary to complete the work specified.

MODIFICATION OF BIDS. Any Bidder who wishes to make modifications to a bid already received by the City of Milpitas must withdraw his bid in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Bids). All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in the same form and manner as the original bid. It is the responsibility of the bidder to ensure that modified or withdrawn bids are resubmitted before the time announced for the opening of bids.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, or contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the City of Milpitas enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Bidders are required to submit a Non-Collusion Affidavit with their bids. See attached Affidavit.

OFFERS OF MORE THAN ONE PRICE. Bidders are NOT allowed to submit more than one bid.

OPENING OF BIDS. All bids, irrespective of irregularities or informalities, will be opened and publicly read aloud at the time announced for the opening of bids. All interested persons are invited to be present at the opening and reading of bids. The public reading will include the names of the bidders, the total amounts bid and the acknowledgment of receipt of bid guaranties.

Postponement of Opening. The City of Milpitas reserves the right to postpone the date and time for opening of bids at any time before the date and time announced in the Notice to Contractor.

PAYMENT TERMS. Discounts for payments made within **Fourteen (14)** days or less from receipt of invoice will be considered in award of bid. Payment discounts must be clearly shown on the Bid Form.

PERMITS. Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract. Upon execution of the contract, the Successful Bidder/Contractor shall obtain a building permit issued by the City of Milpitas.

there is more than one bid item in the bid schedule, the Bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid as non-responsive and may cause its rejection. The total amount of the bid will be the sum of the total prices of all items in the bid schedule. The total amount of the bid will be the sum of the total prices of all items in the bid schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

PROTECTION OF PUBLIC. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable protection, safety and warning to persons and/or vehicular traffic concerned in the area.

QUALIFICATION OF BIDDERS. Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. The bidder's experience shall be set forth and submitted on the form provided herewith. It is the intention of the City of Milpitas to award a contract to a bidder who furnishes satisfactory evidence that the bidder has the requisite experience, ability, sufficient capital, facilities, and plant to enable the bidder to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the bidder, the City of Milpitas will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered specified in the contract documents. To this end, each Bid shall be supported by a statement of the bidder's experience on the form entitled "Bidder's Experience", which is a part of the contract documents.

REJECTION OF BIDS. The City of Milpitas reserves the right to reject any bids, all bids, or any part of any bid presented and readvertise for bids. The City reserves the right to cancel the solicitation and make no award. The City of Milpitas reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the City of Milpitas or any other governmental agency. The City of Milpitas expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of Milpitas. The City accepts no liability for any cost incurred by any bidder in the preparation of a bid. All costs associated with the preparation of a bid shall be born solely by the bidder

RULES FOR SUBMITTING BIDS.

- A. **Bid Submittal Deadline. The Bid Submittal Deadline is: January 29, 2009 by 2:00P.M.** Bids must arrive at the Information Counter, 455 E. Calaveras Blvd., Milpitas, CA 95035-5411 by the Bid Submittal Deadline.
 - a. **Responsibility.** Bidders are solely responsible for ensuring their Bid is received by the City of Milpitas in accordance with the solicitation requirements, before the Bid Submittal Deadline, and at the place specified. The City of Milpitas shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of bid shall be made at the office specified in the Notice to Contractors. Deliveries made before the Date & Time Due but to the wrong City of Milpitas office will be considered non-responsive unless re-delivery is made to the office specified before the Date & Time Due and time specified in the Notice to Contractors.

that is issued by the City of Milpitas. The submission of a bid by a bidder shall constitute the acknowledgment that it has relied and is relying on its own examination of (a) the site of the work, (b) the access to the site and (c) all other data, matter and things requisite to the fulfillment of the work and on its own knowledge of existing services and utilities on and in the vicinity of the site of the work to be construed under the contract, and not on any representations or warranty by the City of Milpitas. No claim will be allowed for additional compensation that is based upon a lack of knowledge of the above items.

SOIL INFORMATION. Bidders is solely responsible for making all deductions and conclusions as to the nature of any materials to be excavated, the difficulties of making and maintaining the required excavation, the difficulties which may arise from subsurface conditions, all testing and disposal requirements, and of doing any other work affected by the subsurface conditions.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the bid specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "bid specification" as used in this solicitation shall be interpreted to mean all the pages that make up this bid solicitation, including *but not limited to* the Notice to Contractors, Instructions To Bidder, Terms and Conditions, Detailed Specifications or Scope of Work, Contractor's Bid form, Proposed Equipment & Material Manufacturers form, Experience Statement, Subcontractor's List, Workers Compensation Insurance Certificate, Contractor Guaranty statement and Bid Security Bond.

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. Where applicable, all work will be performed in accordance with the Standard Specifications for Public Works Construction most current Edition. Sections 1 through 9 of the Standard Specifications for Public Works Construction, current Edition, are incorporated herein by this reference. Where conflicts arise, the Standard Specifications for Public Works Construction shall prevail.

SUBCONTRACTORS. In accordance with California Public Contract Code Section 4104, each bid shall be listed on the form provided by the City of Milpitas: (a) The type of work to be performed and the name and location of the place of business of each subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the work or improvement; or (b) of any subcontractor licensed by the State of California who, under subcontract to the Bidder, will specially fabricate and install a portion of the work or improvement according to the detailed plans and specifications, in an amount in excess of one-half of one percent of the total amount of the bid; or (c) in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater. For the purpose of this section, a subcontractor is defined as one who contracts with the successful bidder/contractor to furnish materials and labor, or labor only, for the performance of onsite work or who will specially fabricate a portion of the work offsite, pursuant to detailed plans and specifications in the contract documents.

SUBCONTRACTOR COMPETENCY. The Successful Bidder will be required to establish to the satisfaction of the City of Milpitas the competency, reliability and responsibility of the subcontractors proposed to furnish or perform the work described in the contract documents. Before the award of the

TERMS AND CONDITIONS

AGREEMENT. Submission of a signed bid will be interpreted to mean bidder hereby agrees to all the terms and conditions set forth in all the pages of this Notice to Contractors/bid solicitation. Bidder's signed bid and City of Milpitas' written acceptance or purchase order shall constitute a contract.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this bid without first obtaining the specific written consent of the City of Milpitas.

In accordance with Public Contract Code Section 7103.5 "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. (c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein."

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE CITY OF MILPITAS. Subject to the power and authority of the City of Milpitas as provided by law in this contract, the City of Milpitas shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City of Milpitas shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF CONTRACT. *Without cause*, the City of Milpitas may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. *With cause*, the City of Milpitas may cancel this contract at any time with ten- (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the City of Milpitas and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful bidder may not cancel this contract without prior written consent of the Purchasing Agent.

CHANGES IN WORK. The City of Milpitas may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Milpitas may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the City of Milpitas. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the Standard Specification for Public Works Construction, 1998 or most current edition.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Santa Clara, in state of California. The parties further stipulate that the county of Santa Clara, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PRE-CONSTRUCTION MEETING. The contractor shall not commence work until a meeting between representatives of the contractor and the City of Milpitas is held. The meeting will be held at the City of Milpitas (location), (full address), at a time and date later to be established.

RECYCLED PRODUCT PROCUREMENT. The City of Milpitas is committed to the conservation and protection of state and local resources; therefore bidders able to supply recycled products and products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals. The Purchasing Agent shall purchase recycled products whenever they are available at the same total cost and the fitness and quality are equal to that of non-recycled products

- a.) Contractors and consultants are required to use environmentally preferable products, and use products manufactured with the maximum practicable amount of post-consumer material, whenever cost effective and to the extent practicable.
- b.) All businesses doing business with the City are required to certify in writing the minimum, if not exact, percentage of post consumer materials in the products or supplies offered or sold to the City.
- c.) With respect to printer or duplication cartridges, a certification from the vendor is required to specify that the cartridges are remanufactured and are in compliance with the requirements of Section 12156 (e) of the Public Contract Code.
- d.) For all paper materials of any kind delivered to the City, by a contractor, supplier, or consultant, whether in the form of a product such as a cup or a deliverable such as a report, shall use recycled paper that bears an imprint identifying the recycled content of the paper as not less than the 30% post consumer fiber as specified in Section 12209 of the Public Contract Code. A product such as a cup may have the identifying logo and/or language on the packaging, while a deliverable such as a report shall have the identifying logo on the first page. This shall apply for all paper materials delivered to the city whenever practicable.
- e.) Contractors and consultants shall use both sides of paper sheets whenever practicable.
- f.) The purchasing agent shall provide to the suppliers of recycled products a preference of 10% (percent) of the lowest bid or price quoted by suppliers of non-recycled products.

REJECTION OF WORK. Contractor agrees that the City of Milpitas has the right to make all final determinations as to whether the work has been satisfactorily completed.

RIGHTS RESERVED. (a) Rejection of Work. Contractor agrees that the City of Milpitas has the right to make all final determinations as to whether the work has been satisfactorily completed. (b) Completion of Work. If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the City of

**SPECIAL PROVISIONS
FOR
MATERIALS & EQUIPMENT
FURNISHED BY CONTRACTOR**

AUTHORIZED DISTRIBUTOR. Successful Bidder must be an Authorized Distributor for the product offered, *or* with his Bid, he must submit documentation from an authorized distributor from whom he has purchased the specified materials or equipment. Said documentation must state that the distributor will honor all manufacturers' warranties.

BONDS - PAYMENT BOND (Labor & Materials). Successful Bidder shall furnish within *ten (10) consecutive calendar days* after written notice, a Payment Bond in an amount equal to one hundred percent (*100%*) of the total amount of the contract. See below for "Substitution of Securities for Retained Funds".

Substitution of Securities for Retained Funds. The contractor shall be permitted to substitute securities for *any* monies withheld by the City of Milpitas to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, §22300.

BRAND NAMES. Manufacturers names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS. Bids will be considered on equipment or material complying substantially with specifications, provided each deviation is stated and each substitution is described in detail. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City of Milpitas will be the sole determiner of whether such substitutions are equivalent to the materials or equipment specified.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, and other laws relative thereto.

COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the buyer harmless for any failure to so conform.

DEMONSTRATION OF PRODUCT OFFERED. A demonstration of the item(s) offered may be required. If the demonstration cannot be performed at a City of Milpitas facility, the demonstration must be performed within a 60-mile radius of 455 E. Calaveras Blvd. 95035. Bidders shall indicate on their bid the location of the demonstration site. Bids for item(s) that do not perform to the City of Milpitas' satisfaction during the demonstration will be declared non-responsive and will not be considered for award of bid.

F.O.B. POINT & SHIPPING CHARGES. All prices shall be quoted F.O.B. destination, Public Works Yard 1265 N. Milpitas Blvd., Milpitas, California 95035. All shipping, handling and freight charges must be shown separately on bid form.



EXHIBIT A

TECHNICAL SPECIFICATIONS

1) Street Light Pole Removal & Installation

The *Street Light Pole Removal & Installation* scope includes the following:

- Removal of existing poles from their foundations, including the removal of street light mastarms & electroliers.
- Installation of new City-furnished street light poles, mastarms, electroliers, & Photo-Electric Control (PEC) units onto the existing foundations (if necessary).
- Delivery of poles or equipment identified for salvage to the City's Public Works Corporation Yard at 1425 McCarthy Blvd, Milpitas, CA. All other poles or equipment not identified for salvage shall be taken from each project site by the contractor for disposal or recycle.
- Removal and reinstallation of signs, banner support bracketing, and Wi-Fi Networking equipment onto newly installed poles as appropriate.
- Installation of contractor-furnished conductors, fuse enclosures, fuses, pole numbers & duct seal within the streetlight pole from the electrolier to adjacent pull boxes.
- Mobilization & setup to perform the work described above including traffic control.
- Clean up of work area.

Each prospective contractor's bid should include a Lump Sum cost to complete the scope above for this task.

2) Street Light Pole & Foundation Installation

The *Street Light Pole & Foundation Installation* scope includes the following:

- Removal of sidewalk and hauling of debris where City-marked locations for new street light installations are identified.
- Installation of Cast-in-Drilled Hole (CIDH) pile foundations for Caltrans standard Type 15 streetlight poles.
- Installation of Contractor-furnished anchor bolts into the CIDH pile foundations.
- Foundations shall be built to Caltrans Standard Details ES-6A and ES-7N, a copy of which is provided in Attachments A & B respectively. The use of pre-fabricated steel cages within the foundations are not required.
- Installation of a contractor-furnished Christy Brand N-9 pull box with concrete lid, adjacent to within 10-FT, of the CIDH pile foundation.

- Installation of a contractor-furnished Schedule 80, 1.5-inch conduit between the Christy N-9 pull box and the CIDH foundation.
- Installation of a 4-inch concrete cap (sidewalk), around the disturbed areas where new pull box and street light foundations are installed, up to 1.5 Yards.
- After a 7-day curing period for newly installed foundations, the installation of City-furnished Type 15 street light poles, mastarms & electroliers.
- Mobilization & setup to perform the work described above including traffic control.
- Clean up of work area.

Each prospective contractor's bid should include a Lump Sum cost to complete the scope above for this task.

3) Type 1B Traffic Signal Pole Installation

The *Type 1B Traffic Signal Pole Installation* scope includes the following:

- Removal of sidewalk and hauling of debris where City-marked locations for new Caltrans Type 1B poles are identified.
- Installation of foundations for Caltrans Type 1B traffic signal poles.
- Installation of Contractor-furnished anchor bolts & grounding conductor into the pole foundations.
- Installation of Contractor-furnished base plate.
- Foundations shall be built to Caltrans Standard Details ES-7B and ES-11, a copy of which is provided in Attachments C & D respectively.
- Installation of a contractor-furnished Christy Brand N-30 pull box with concrete lid, adjacent to within 10-FT, of the pole foundation.
- Installation of a contractor-furnished Schedule 80, 1.5-inch conduit between the Christy N-30 pull box and the pole foundation.
- Installation of a 4-inch concrete cap (sidewalk), around the disturbed areas where new pull box and street light foundations are installed, up to 1.5 Yards.
- Installation of grout at pole base between concrete cap and base plate.
- After a 7-day curing period for newly installed foundations, the installation of Contractor-furnished Type 1B pole onto the foundation.
- Mobilization & setup to perform the work described above including traffic control.
- Clean up of work area.

Each prospective contractor's bid should include a Lump Sum cost to complete the scope above for this task.

4) NEMA Type P Traffic Signal Cabinet Installation

The *NEMA Type P Traffic Signal Cabinet Installation* scope includes the following:

- Removal of sidewalk and hauling of debris where City-marked locations for new NEMA Type P traffic signal cabinets are identified.
- Construction of foundation per the Milpitas Traffic Signal/Service Cabinet Plan, a copy of which is provided in Attachment E.
- Anchor bolts, grounding rods, washer, weather insulation material, Schedule 80 conduit, and any other equipment necessary to complete the installation of the traffic signal cabinet shall be Contractor-furnished.
- NEMA Type P Traffic Signal cabinets & cabinet extensions shall be City-furnished and can be made available for pick-up by the Contractor at the City's Public Works Corporation Yard located at 1265 N Milpitas Blvd.
- After a 7-day curing period for newly installed foundations, the Contractor shall mount and insulate the traffic signal cabinet onto the foundation.
- Mobilization & setup to perform the work described above including traffic control.
- Clean up of work area.

Each prospective contractor's bid should include a Lump Sum cost to complete the scope above for this task.

5) Type IIIAF Service Pedestal Installation

The *Type IIIAF Service Pedestal Installation* scope includes the following:

- Removal of sidewalk and hauling of debris where City-marked locations for new Type IIIAF service pedestals are identified.
- Construction of foundation per the Milpitas Traffic Signal/Service Cabinet Plan, a copy of which is provided in Attachment F.
- Anchor bolts, grounding rods, washer, weather insulation material, Schedule 80 conduit between the traffic signal cabinet & service pedestal, and any other equipment necessary to complete the installation of the traffic signal cabinet shall be Contractor-furnished.
- Type IIIAF service pedestals shall be City-furnished and can be made available for pick-up by the Contractor at the City's Public Works Corporation Yard located at 1265 N Milpitas Blvd.
- After a 7-day curing period for newly installed foundations, the Contractor shall mount and insulate the service pedestal onto the foundation.
- Mobilization & setup to perform the work described above including traffic control.
- Clean up of work area.

Each prospective contractor's bid should include a Lump Sum cost to complete the scope above for this task.

6) 2-Inch Conduit Installation by Directional Bore Method

The *2-Inch Conduit Installation by Directional Bore Method* scope includes the following:

- Removal of sidewalk and hauling of debris where Jack & Bore Equipment is proposed for setup.
- The installation of Contractor-furnished 2-inch conduit through the use of Jack & Bore equipment using Schedule 80 conduit.
- Setup and maintenance of Storm Water Pollution Prevention Plan (SWPPP) measures.
- Installation of two (2) contractor-furnished No. 8-AWG conductors for street lighting use.
- Replacement of concrete cap (sidewalk) removed to provide for the installation of conduit.
- Mobilization & setup to perform the work described above including traffic control.
- Clean up of work area.

Each prospective contractor's bid should include a Per Linear-Foot unit cost to complete the scope above for this task.

7) 3-Inch Conduit Installation by Directional Bore Method

The *2-Inch Conduit Installation by Directional Bore Method* scope includes the following:

- Removal of sidewalk and hauling of debris where Jack & Bore Equipment is proposed for setup.
- The installation of Contractor-furnished 3-inch conduit through the use of Jack & Bore equipment using Schedule 80 conduit.
- Setup and maintenance of Storm Water Pollution Prevention Plan (SWPPP) measures.
- Installation of pull rope into conduit.
- Replacement of concrete cap (sidewalk) removed to provide for the installation of conduit.
- Mobilization & setup to perform the work described above including traffic control.
- Clean up of work area.

Each prospective contractor's bid should include a Per Linear-Foot unit cost to complete the scope above for this task.

8) Vehicle Speed Feedback Sign Installation

The *Vehicle Speed Feedback Sign Installation* scope includes the following:

- Installation of City-furnished vehicle speed feedback signs onto existing Type 1B or Type 15 pole standards.
- Typical equipment for installations include: sign displays & mounting brackets, solar power panels & mounting brackets, weather-rated cabinet enclosures & mounting brackets, time clocks, data storage media, batteries, cabling, and installation of cable terminations. All equipment is City-furnished with the exception of banding material.
- All equipment shall be installed per the equipment's recommended manufacturer's installation details. Typical equipment used in Milpitas is from either the RU2-Fast, Speed Check or V-Calm manufacturer's.
- Standard installation details from the County of Santa Clara are provided in Attachment G.
- Mobilization & setup to perform the work described above including traffic control.
- Clean up of work area.

Each prospective contractor's bid should include a Lump Sum unit cost to complete the scope above for this task.

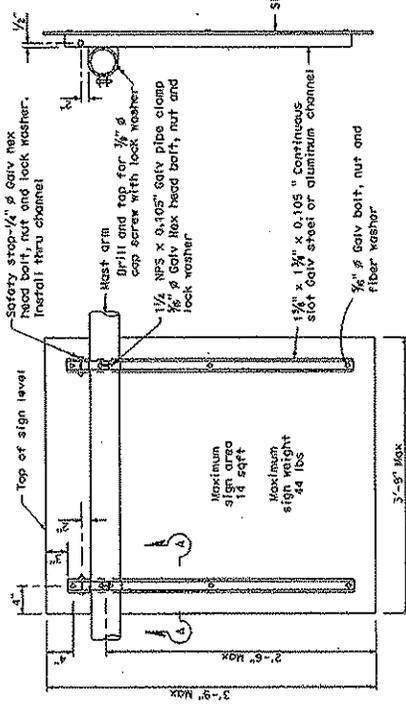
Attachment B

DIST.	COUNTY	ROUTE	SECTION	POST MILE	POST MILE

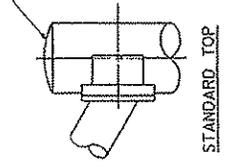
RAYMOND B. ...
 REGISTERED CIVIL ENGINEER
 No. 12345
 State of California
 Exp. 12/31/2008

PLANS APPROVAL DATE
 MAY 11, 2006
 The State of California, in the Office of the State Architect, has approved these plans for construction of the project described on the title sheet, subject to the provisions of the Public Safety Act of 1929, as amended.

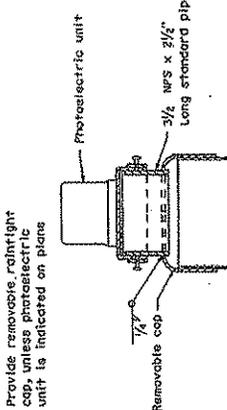
To print the Office and SA, go to: <http://www.sac.state.ca.us>



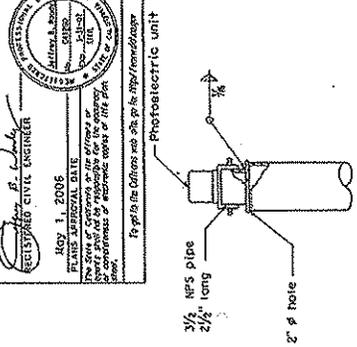
REAR VIEW



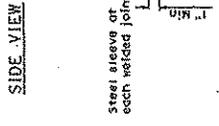
STANDARD TOP



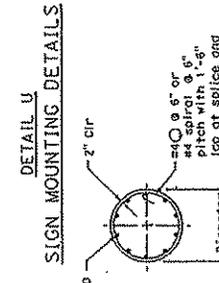
MOUNTING ADAPTER FOR PHOTOELECTRIC UNIT



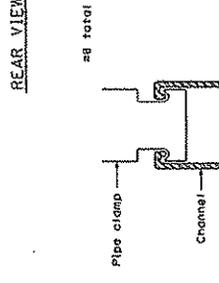
ALTERNATIVE MOUNTING ADAPTER



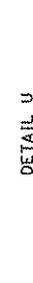
SIDE VIEW



DETAIL U



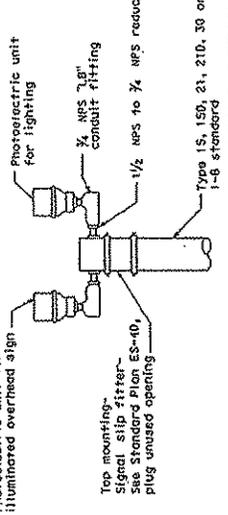
SECTION A-A



SECTION B-B

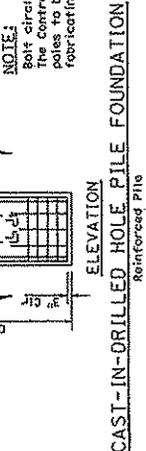
FOR UNIFORM TUBE THICKNESS AT TUBE THICKNESS CHANGE

POLE SPLICES



DUAL PHOTOELECTRIC UNIT MOUNTING DETAIL

NOTE:
 Bolt circles and anchor bolt sizes have been revised. The Contractor shall verify dependent dimensions for poles to be installed on existing foundations before re-erecting the poles.



ELEVATION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS
 (SIGNAL AND LIGHTING
 STANDARDS No. 2)**

NO SCALE

ES-7N

Attachment D

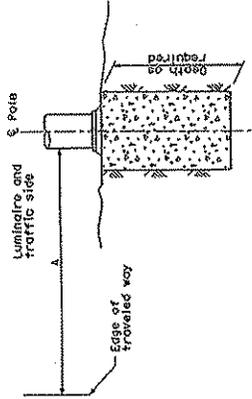
DIST. COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
 May 1, 2006
 PLUS APPROVAL DATE
 (See State of California Public Safety Code, Section 26300, for requirements of appropriate seals of this state.)

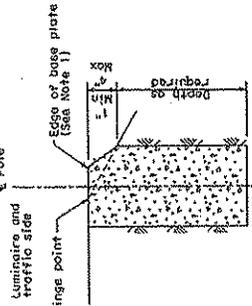
To print this Contract and Specifications, visit us at: www.fdot.com



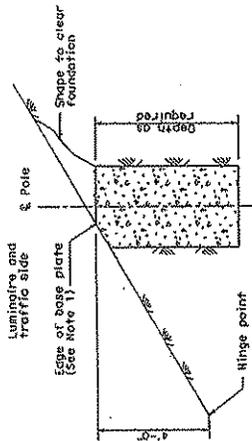
STANDARD TYPE	SETBACK (DIMENSION A)
32	30'-0" Min
31, 36-20A	20'-0" Min
15, 150, 15-SB, 21, 210, 30	Least Arm Length (ft) Min



FLAT SECTIONS, CUT OR FILL SLOPES
4:1 OR FLATTER



FILL SLOPES
STEEPER THAN 4:1
See Note 2

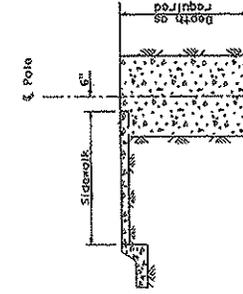


CUT SLOPES
STEEPER THAN 4:1
See Note 2

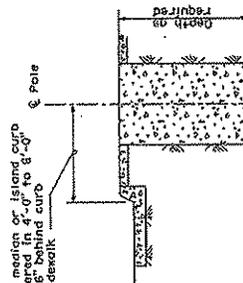
FOUNDATIONS ADJACENT TO ALL ROADWAYS EXCEPT IN SIDEWALK, MEDIAN AND ISLAND AREAS

NOTES:

1. Where a portion of the foundation is above grade, the top edges shall have a 1" chamfer.
2. Horizontal setbacks on cut and fill slopes shall meet 4:1 and shall not exceed the distance shown for FIDY sections.



NARROW SIDEWALK
(Less than 7' wide)



MEDIAN ISLAND OR WIDE SIDEWALK
(7' wide and wider)

FOUNDATIONS IN SIDEWALK, MEDIAN AND ISLAND AREAS

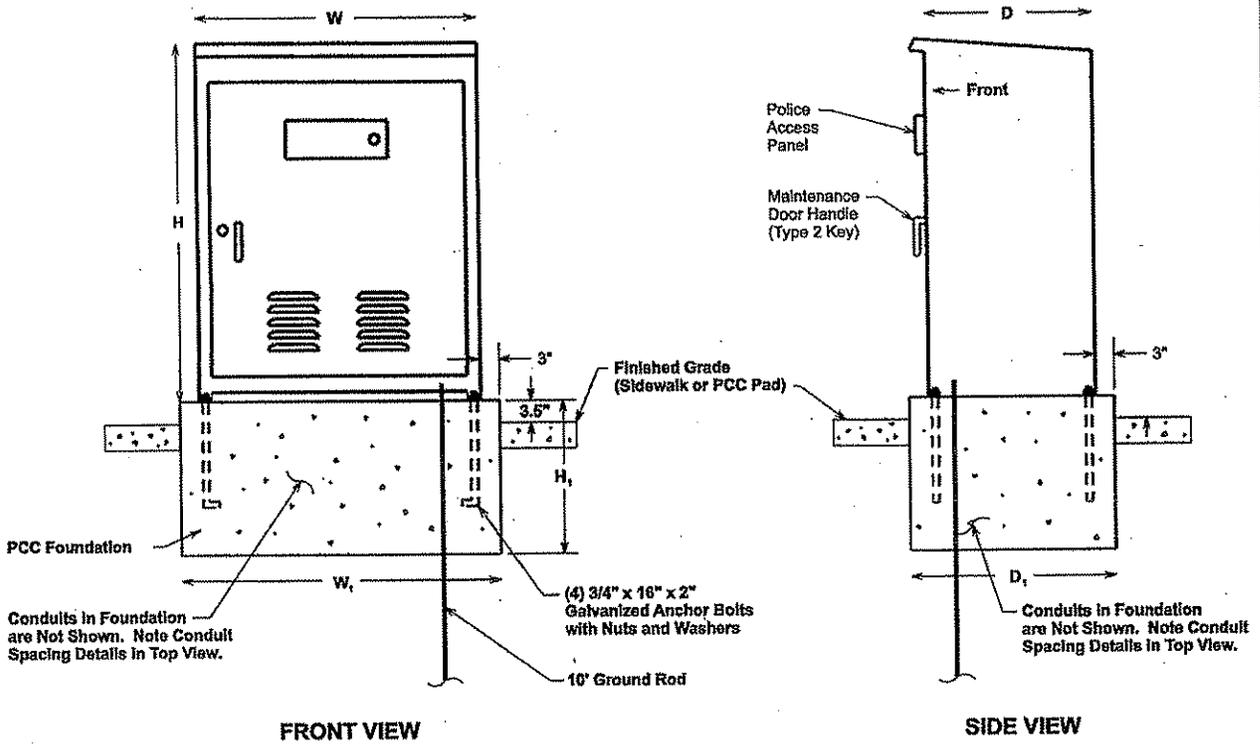
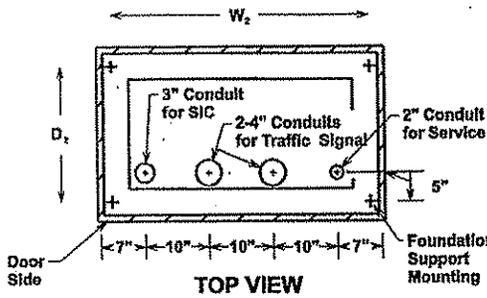
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(FOUNDATION INSTALLATIONS)**
NO SCALE

ES-11

Type P Traffic Signal Cabinet Dimensions

CABINET			FOUNDATION			BOLT MOUNTING		
H*	W	D	H ₁	W ₁	D ₁		W ₂	D ₂
55 9/16"	44"	26"	24"	50"	32"		40 1/2"	18 1/2"

* ADDITIONAL 12-INCH RISER (NOT SHOWN) MAY BE REQUIRED IF SPECIFIED ON PROJECT PLANS.



NOTES

- TRAFFIC SIGNAL CABINET SHALL BE NEMA TYPE 2-2.
- EXACT LOCATION OF CONTROLLER CABINET SHALL BE DETERMINED BY THE PROJECT ENGINEER.
- TRAFFIC SIGNAL CABINET SHALL BE DARK GREEN COLOR AS MANUFACTURED BY CARDINAL PAINT COMPANY, COLOR NO. T007-GN16-POWDER.
- A 12-INCH CABINET EXTENSION (NOT SHOWN) MAY BE REQUIRED IF SPECIFIED ON PROJECT PLANS. CABINET EXTENSION SHALL BE SAME COLOR AS CABINET.

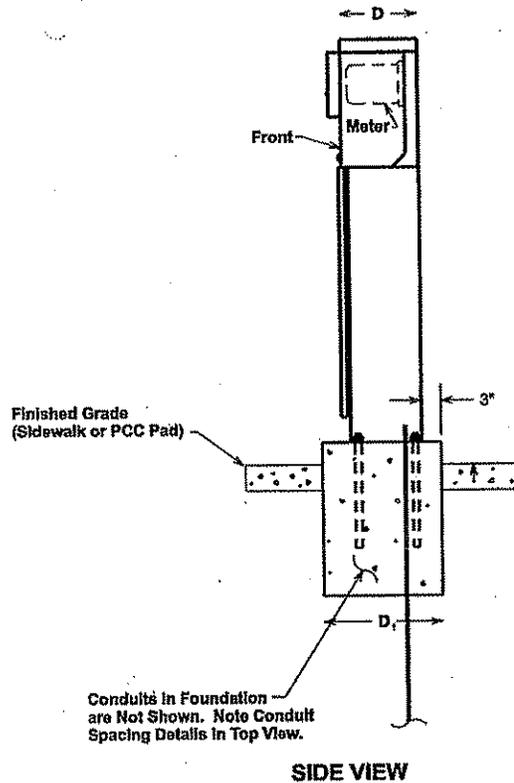
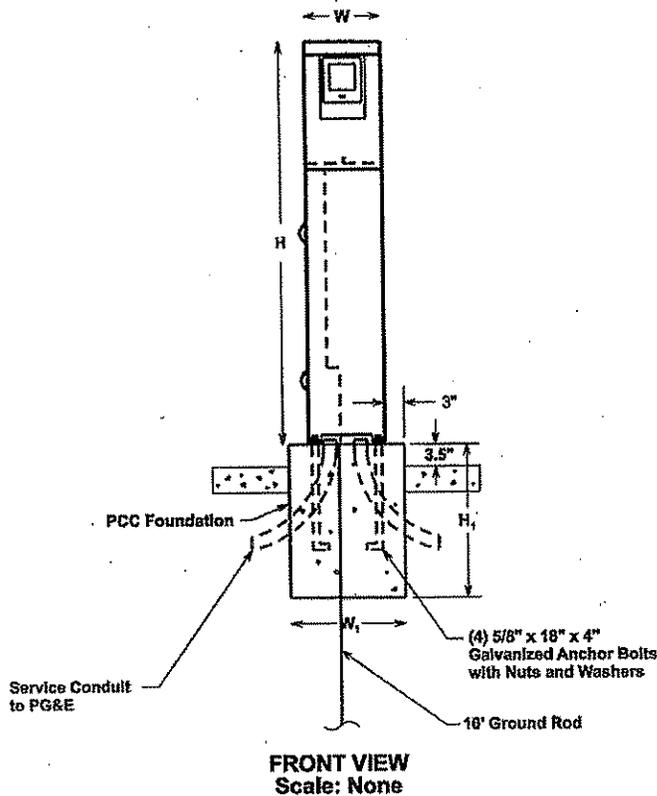
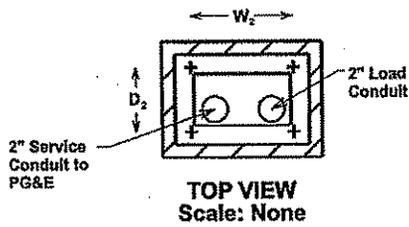


Drawn by: J. Rodriguez
 Approved by: G. Armendariz
 Version: V-01
 Last Revision: 02-16-2007

TRAFFIC SIGNAL CONTROL CABINET & FOUNDATION DETAIL

Type IIIAF Service Pedestal Dimensions

CABINET			FOUNDATION			BOLT MOUNTING		
H	W	D	H ₁	W ₁	D ₁		W ₂	D ₂
63 1/8"	12 1/8"	8"	24"	18"	14"		8"	5 1/4"



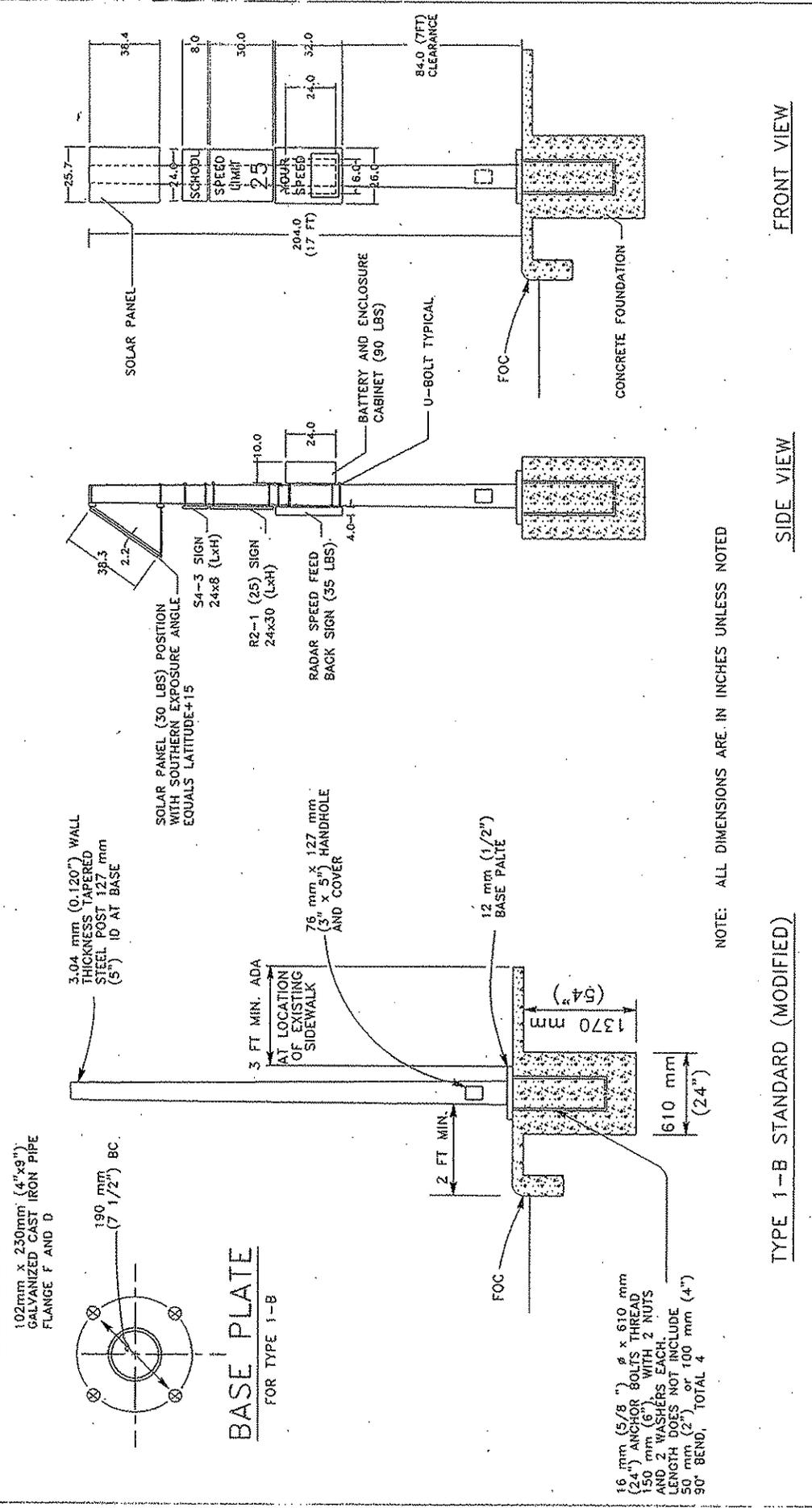
NOTES

- TYPE IIIAF SERVICE PEDESTAL SHALL BE MANUFACTURED BY TESCO CONTROLS, OR APPROVED EQUAL.
- EXACT LOCATION OF SERVICE PEDESTAL SHALL BE DETERMINED BY THE PROJECT ENGINEER.
- SERVICE PEDESTAL SHALL BE DARK GREEN COLOR AS MANUFACTURED BY CARDINAL PAINT COMPANY, COLOR NO. T007-GN16-POWDER.



Drawn by: J. Rodriguez
 Approved by: G. Amendariz
 Version: V-01
 Last Revision: 02-16-2007

ELECTRICAL SERVICE PEDESTAL & FOUNDATION DETAIL



NOTE: ALL DIMENSIONS ARE IN INCHES UNLESS NOTED

FRONT VIEW

SIDE VIEW

TYPE 1-B STANDARD (MODIFIED)

		COUNTY OF SANTA CLARA ROADS AND AIRPORTS DEPARTMENT APPROVED: BASIM ALSHABIER COUNTY TRAFFIC ENGINEER		DRAWING NO. TYPICAL MOUNTING DETAIL OF RADAR SPEED FEEDBACK SIGN
DESIGNED BY DATE CHECKED BY DATE	SUBMITTED BY DATE CHECKED BY DATE	APPROVED: MARK WEBER ASSOCIATE CIVIL ENGINEER	APPROVED: BASIM ALSHABIER COUNTY TRAFFIC ENGINEER	SHEET NO. 1 OF 1
REVISIONS BY DATE	REVISIONS BY DATE	FILE NO.	CONTRACT NO.	PROJ. NO. RS-267