

CITY OF SAN JOSE CALIFORNIA

CONTRACT FOR: 9449-Hammer Theater (Chiller Replacement Project) Re-Bid

THIS CONTRACT, dated for convenience 8-11-2021, is made and entered into between the CITY OF SAN JOSE, a municipal corporation of the State of California, by the properly constituted officers thereof (hereinafter referred to as "City"), and **Environmental Systems, Inc., of Northern California, a California Corporation**, (hereinafter referred to as "Contractor");

That Contractor has been awarded the contract for the work hereinafter mentioned: **9449-Hammer Theater (Chiller Project) RE-BID on June 14, 2021** pursuant to Title 27 of the San José Municipal Code.

NOW THEREFORE:

Article I. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the Faithful Performance Bond and the Contractor's Payment Bond required of Contractor by the Specifications hereinafter mentioned, the Contractor agrees with the City, at the Contractor's own proper cost and expense, to do all the work and furnish all the materials and equipment necessary to construct and complete, in accordance with the Plans and Specifications hereinafter mentioned, in a good, workmanlike and substantial manner and to the satisfaction of the Director of **Public Works**, and to the satisfaction of the Federal Government, the State of California, the County of Santa Clara, the Santa Clara Valley Water District, or their respective agencies or representatives to the extent that such agencies are concerned by reason of their paying all or part of the costs or by reason of their having jurisdiction over all or part of the work, all the works and improvements described, mentioned and set forth in those Plans and Specifications on file in the office of the **Public Works** of said City, which said Plans, approved by the Director of **Public Works** on **April 21, 2021**, are entitled **9449-Hammer Theater (Chiller Replacement Project) Re-Bid** and which said Specifications, approved by the Director of **Public Works** on **April 21, 2021**, are entitled **9449-Hammer Theater (Chiller Replacement Project) Re-Bid** which said Plans and Specifications, and all the documents therein referred to are hereby specifically referred to and by such reference made a part of this contract.

Article II. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements; or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Director of **Public Works**, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to Plans and Specifications, and the requirements of the Director of **Public Works**, and of any Federal, State or County agency concerned under them; and also for furnishing the required bonds and insurance, and for doing all other things mentioned, contemplated or embraced in the Contract, the Plans, the Specifications or other contract documents, to wit: **REFER TO SCHEDULE OF QUANTITIES**

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Article III. It is further expressly agreed by and between the parties hereto that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this contract is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which are on file in the Office of the City Clerk and the Department of Public Works, which shall be made available to any interested party on request, which said rates are hereby made a part hereof, incorporated herein by reference as though set forth in full. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the project.

Article IV. City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and equipment and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article V. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this contract and the bid or proposal of said Contractor, then, this contract shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Article VI. Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the Contractor may substitute certain securities for any money withheld by the City as retention to ensure Contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the Contractor's request and at the Contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

Article VII. Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

Article VIII. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Article IX. This Contract may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the day and year first hereinabove written.

CITY OF SAN JOSE,
A Municipal Corporation

By: **Matt
Cano** Digitally signed
by Matt Cano
Date: 2021.08.11
13:34:37 -07'00'

Matt Cano
Director of Public Works

APPROVED AS TO FORM:

By: *Jennifer Pousho*

[Name of Attorney] Jennifer Pousho
(Senior) Deputy City Attorney
Date: July 30, 2021

Environmental Systems, Inc., of Northern
California

*Affix Corporate Seal, if Applicable
Attach Acknowledgments of Principals*

By: *V.C. Infantino*

[Name of Signer] V.C. Infantino
[Title] President
Date: 6-30-21

By: *E.L. Infantino*

[Name of Signer] E.L. Infantino
[Title] Corp. Sec.
Date: 6-30-21

City Business Lic. No.: 9997511210

Expiration Date: 9-15-2021

State Contractor Lic. No.: 422478

Classification: C20, 36, 38, 43, 4, B

Expiration Date: 5-31-2022

DIR Registration No.: 1000001175

Expiration Date: 6-30-2024

Federal I.D. No.: 94-2298197

Address: 3353 De La Cruz Blvd, Santa Clara, Ca 95054

Telephone: (408) 980-1711

Email: genfantino@esite.net

ACKNOWLEDGMENT

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

State of California
County of Santa Clara)

On June 30, 2021 before me, Elizabeth Martinez, Notary Public
(Insert name and title of the officer)

personally appeared V.C. Infantino, President & E.L. Infantino, Corporate Secretary
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Elizabeth Martinez

(Seal)





CCL #422478

CERTIFICATION BY SECRETARY
OF CORPORATE RESOLUTION

At the meeting of the Directors of Environmental Systems Inc

(Legal Company Name) a corporation organized and existing under the laws of the State of California (or State of Incorporation), duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on 10-12-2006 (Date of Meeting) at which a quorum of the directors was present the following resolution was adopted to wit:

Resolving, that V.C. Infantino-President (Name of Officer/Title) and/or E.L. Infantino - Corp. Sec. (Name of Officer/Title) is/are hereby authorized to sign contracts/agreements in the name of and on behalf of (Legal Company Name). Environmental Systems Inc

I, E.L. Infantino (Name) Secretary of Environmental Systems Inc

(Legal Company Name), do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on 10-12-2006 (Date of Meeting) and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed by name and affixed the seal of said corporation.

Date: 6-30-2021

[Handwritten signature]
Secretary

(SEAL)

MINUTES OF THE
SPECIAL BOARD OF DIRECTORS MEETING OF
ENVIRONMENTAL SYSTEMS, INC. OF NORTHERN CALIFORNIA
A CALIFORNIA CORPORATION

One or more director(s) named in the articles of incorporation of the above-named corporation, constituting the board of directors of said corporation, held the Special meeting at the time, on the day and at the place set forth as follows:

TIME: 11:00 A.M.
PLACE: ENVIRONMENTAL SYSTEMS INC
3353 DE LA CRUZ BLVD.
SANTA CLARA, CA.
DATE: October 12, 2006

Present at the meeting and constituting a quorum of 4/4 of the Board of Directors were the following named person(s):

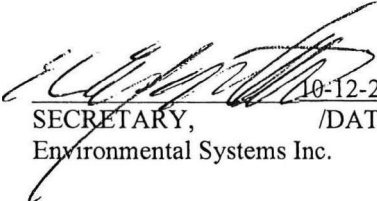
V. CHRIS ENFANTINO
GENE ENFANTINO
TRACEY ENFANTINO
LISA ENFANTINO

The meeting was called to order by President, V. Chris Enfantino

The purpose of this special meeting was to authorize who could execute contracts on behalf of the corporation. On motion and by unanimous vote, the following named persons are hereby authorized:

V Chris Enfantino	President
E.L. Enfantino	Corporate Secretary

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, THE MEETING WAS ADJOURNED.



SECRETARY, 10-12-2006
Environmental Systems Inc. /DATE

ACKNOWLEDGMENT

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

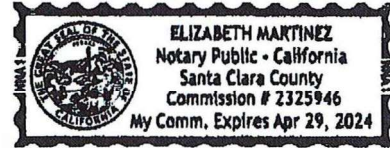
State of California
County of Santa Clara)

On July 14, 2021 before me, Elizabeth Martinez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Elizabeth Martinez (Seal)

Bond Number: 070214295

Premium: \$6,863.00

CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That **Environmental Systems, Inc., of Northern California,** a **Californian Corporation,** as Principal, and Liberty Mutual Insurance Company incorporated under the laws of the State of Massachusetts, and authorized to execute bonds and undertakings as sole surety, are held and firmly bound unto the CITY OF SAN JOSE, a municipal corporation of the State of California, in the sum of **SIX HUNDRED NINETEEN THOUSAND and 00/100 DOLLARS (\$619,000.00)**, for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:
WHEREAS, the above bounden Principal is about to enter into a certain contract with the City of San José for the following:

9449-Hammer Theater (Chiller Replacement Project) Re-Bid

the award of which said contract was made to said Principal by the City of San José on **June 14, 2021.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 30th

day of June, 2021.

PRINCIPAL
Environmental Systems, Inc. of Northern California

SURETY

Liberty Mutual Insurance Company
Legal Company Name

By: V.L. E. [Signature]

By: [Signature]

Title: President

Title: Charles M. Griswold, Attorney-In-Fact

By: [Signature]
Title: Corp Sec

Address 1340 Treat Blvd., Suite 450
Walnut Creek CA 94597

Telephone 510-273-4687

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Approved by the City Attorney of the City of San José on the 30th day of
July, 2021.

By: Jenn [Signature]
Deputy

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

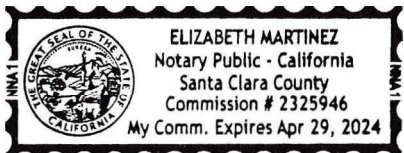
State of California }
County of Santa Clara }

On July 1, 2021 before me, Elizabeth Martinez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Eugene Lawrence Infantino & Vincent Christopher Infantino
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Elizabeth Martinez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Santa Clara)

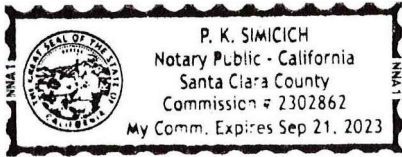
On June 30, 2021 before me, P. K. Simicich, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Charles M. Griswold
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196862-971768

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David J. Bachan, Charles M. Griswold, Wendy R. Pastora, Yesenia Rivera, Vincent M. Scolari, Patricia K. Simicich

all of the city of San Jose state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 18th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of June, 2021.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond Number: 070214295

Premium: Included in Performance Bond

CONTRACTOR'S PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF SAN JOSE, a municipal corporation of the State of California, (hereinafter designated as "Public Entity"), is about to enter into a certain contract with **Environmental Systems, Inc., of Northern California, a California Corporation**, as Principal, namely, "Contract for: **9449-Hammer Theater (Chiller Placement Project) Re-Bid**", for the work hereinafter briefly described, to wit: Specifications for **9449-Hammer Theater (Chiller Replacement Project) Re-Bid** and more fully described in and required by said contract, the award of which said Contract was made to said Principal by the City of San José on **June 14, 2021**.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract.

NOW, THEREFORE, we, the Principal and Liberty Mutual Insurance Company incorporated under the laws of the State of Massachusetts, and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto the Public Entity in the penal sum of **SIX HUNDRED NINETEEN THOUSAND and 00/100 DOLLARS (\$619,000.00)**, lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to any work or labor performed or materials supplied by any such claimant, which said work, labor or materials are covered by the said contract and any amendments, changes, change orders, additions, alterations, or modifications thereof, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and their Subcontractors, pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of their claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, modification, rescission or attempted rescission, herein mentioned.

It is further stipulated and agreed that no final settlement between the Public Entity and the Contractor with reference to the work, shall abridge the right of any beneficiary hereunder whose claims may be unsatisfied.

This bond is executed and delivered to comply with requirements of the City of San José, and to comply with the provisions of Title 15, Chapters 5 and 7 of Part 4, Division 3 of the Civil Code of the State of California.

SIGNED AND SEALED this 30th day of June, 2021.

PRINCIPAL

Environmental Systems, Inc. of Northern California

SURETY

Liberty Mutual Insurance Company

Legal Company Name

By: V. L. E. [Signature]

Title: President

By: [Signature]

Title: Charles M. Griswold, Attorney-In-Fact

By: [Signature]

Title: [Signature]

Address 1340 Treat Blvd., Suite 450

Walnut Creek CA 94597

Telephone 510-273-4687

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Approved by the City Attorney of the City of San José on the 30th day of

July 2021.

By: Jenn [Signature]
Deputy

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California }
County of Santa Clara

On July 1, 2021 before me, Elizabeth Martinez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Eugene Lawrence Infantino & Vincent Christopher Infantino
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Elizabeth Martinez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Santa Clara)

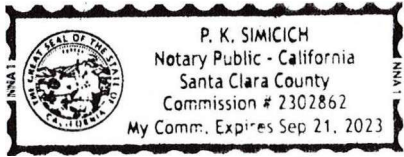
On June 30, 2021 before me, P. K. Simicich, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Charles M. Griswold
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



[Handwritten Signature]

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196862-971768

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David J. Bachan, Charles M. Griswold, Wendy R. Pastora, Yesenia Rivera, Vincent M. Scolari, Patricia K. Simicich

all of the city of San Jose state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of June, 2021.



By: Renee C. Llewellyn, Assistant Secretary

SPECIAL PROVISIONS

CITY OF SAN JOSE
San José, California

DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

FOR THE 9449-HAMMER THEATER (CHILLER REPLACEMENT PROJECT) RE-BID

SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the City of San José Standard Specifications (July 1992) and the City of San José Standard Details (July 1992) in so far as the same may apply and in accordance with the following special provisions.

AMENDMENTS TO THE JULY 1992 STANDARD SPECIFICATIONS

Section 1 of the Standard Specifications (page 1-6) shall have the following paragraph added:

1-1.278 Partnering. - The development of team-based relationships between the Contractor and City in which: (1) trust and open communications are encouraged and expected from participants, (2) parties address and resolve issues and problems promptly and at the lowest possible level, (3) parties seek to develop solutions that are agreeable and meet the needs of everyone involved, (4) all parties have identified common goals for the partnerships and at the same time are aware of and respect each other's goals and values, and (5) parties seek input from each other in an effort to find better solutions for the problems and issues at hand, thus creating synergy in the relationship that fosters cooperation and improves the productivity of the partnership. The term is not intended to have any legal significance or to be construed as denoting a legal relationship of agency, partnership, or joint venture between the City and Contractor.

Section 2-1.095 of the Standard Specifications (pages 2-4 and 2-5) shall be revised to read as follows:

2-1.095 Relief of Bidders. - After the time set for the opening of bids, no bidder shall be relieved of a bid, unless the City consents, and there shall be no change made in any bid because of a mistake. However, if such relief is not granted and the bid guarantee declared forfeit, the bidder may bring an action against the City in a court of competent jurisdiction in Santa Clara County for the recovery of the amount forfeited, without interest or costs.

The complaint shall be filed, and summons served on the Director of Public Works of the City of San José, within 90 days after the opening of the bid; otherwise, the action shall be dismissed.

To be relieved of its bid without forfeiture of its bid security, the bidder shall establish to the satisfaction of the City, determined in its sole and absolute discretion, that:

- (1) A mistake was made.
- (2) The Contractor gave the City written notice within five business days after the opening of the bids of the mistake, specifying in detail in the notice how the mistake occurred.
- (3) The mistake made the bid materially different than the Contractor intended it to be.
- (4) The mistake was made in filling out the bid and not due to an error in judgment or to carelessness by the Contractor in inspecting the site of the work, or in reading the plans or specifications.

Other than the above described notice to the City, no claim is required to be filed by the bidder before bringing a legal action against the City under this Section to recover a forfeited bid guarantee.

A bidder who claims a mistake and is relieved of its bid or who forfeits its bid guarantee shall be prohibited from participating in further bidding on the contract for the public work on which the mistake was claimed or security forfeited.

Section 2-1.10 of the Standard Specifications shall be revised to read as follows:

2-1.10 Disqualification of Bidders. – The City may disqualify a bidder and reject the bidder’s bid for any one or more of the following causes:

1. The bidder is barred from bidding on City projects under the provisions of Chapter 4.10 of the San José Municipal Code.
2. More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names is received; all such proposals will not be considered.
3. Evidence of collusion among bidders.
4. Lack of competency as revealed by any financial statement, as may be required by the special provisions, or by experience or plant and equipment statements submitted.
5. Lack of responsibility as shown by past work on any Public Works project for the City or any other public entity judged from the standpoint of workmanship and/or progress.
6. Incomplete work on any Public Works project for the City or any other public entity which, in the judgment of the City, might hinder or prevent the bidder from promptly completing

- additional work if awarded.
7. Being in arrears on any existing Public Works contract for the City or any other public entity, or having defaulted on a previous contract with any public entity.
 8. Failure of the bidder to have a valid Contractor's license in the class specified in the Notice to Contractors at the time of bid opening, except as provided for projects where federal funds are involved as specified in Section 7-1.01.
 9. Failure of the bidder to provide prices for all items in the proposal, including alternatives, or submitting an incomplete or otherwise non-responsive proposal.
 10. The bidder has engaged in any activity constituting grounds for debarment under the provisions of Section 4.10.355 of the San José Municipal Code.
 11. Any other ground which the Engineer determines would significantly impair the ability of the bidder to perform the proposed work. In making this determination, the Engineer may consider, without limitation, items such as any previous or current prevailing wage violations by the bidder, the number of stop notices on previous public works projects performed by the bidder, and the existence of past or current agreements with other public entities to not bid on public works projects.

Issue Date: December 4, 2019

Section 2-1.14 of the Standard Specifications shall be revised to read as follows:

2-1.14 Addenda and Interpretations.

Written addenda by way of clarifications, amendments, changes or additional to the Contract Documents including a change to the proposed opening time, date or place may be issued by the City before the opening of proposals. Addenda will be available to all prospective bidders prior to the opening of bids through the City's online solicitation webpage. Failure of any bidder to receive any addenda shall not relieve the bidder from any obligations imposed by the addenda. All addenda issued shall become part of the contract and the price therefore, set forth in the proposal. The bidder's failure to sign and submit any or all addenda with the bid may be a cause for rejection of the bid.

Every request for interpretation should be submitted through the City's online solicitation webpage or submitted in writing addressed to the Director of Public Works at 200 E. Santa Clara Street, Tower – 5th Floor, San Jose, CA 95113, and to be given consideration, must be received at least 7 calendar days prior to the date fixed for the opening of bids. Any and all interpretations will be in the form of writing which, if issued, will be available to all prospective bidders prior to

the opening of bids through the City's online solicitation webpage. Failure of any bidder to receive any interpretation shall not relieve the bidder from any obligation under their bid as submitted and the bidder shall be required to perform the work as modified by the interpretation. All interpretations issued, shall become part of the contract.

No oral interpretation of the meaning of the plans, specifications or other documents will be made. If any such oral interpretation is made, it shall not be considered by the bidder in preparing its proposal.

Issue Date: February 4, 2015

Section 2-1.17, entitled "**Registration Requirements**," shall be added to the Standard Specifications to read as follows:

2-1.17 Registration Requirements

The Contractor shall comply with the registration requirements set forth in Sections 1725.5 and 1771.1 of the California Labor Code, which are incorporated into this Contract. The registration requirements include, but are not limited to, the following.

1. **Contractor Registration:** A Contractor must be registered in accordance with Sections 1725.5 and 1771.1 of the California Labor Code in order to be qualified to submit a bid Proposal. The City will reject a bid Proposal from a Contractor that is not properly registered at the time the Contractor submits the bid Proposal.
 - a. **Proof of Registration:** The Contractor must include its registration number on its bid Proposal Form.
 - b. **Late Submission of Registration Number:** The Contractor's bid will not be deemed non-responsive for failure to include the Contractor's registration number if the Contractor submits the number within 24 hours after the bid opening or if the City is otherwise readily able to verify that the Contractor was properly registered. Notwithstanding the foregoing, the Contractor must still be properly registered at the time it submits its bid Proposal.
 - c. **Maintaining Registration:** The Contractor must be properly registered in accordance with this provision for the entire term of the Contract.
2. **Subcontractor Registration:** Every subcontractor performing any Work, *whether or not* listed in the Contractor's bid Proposal, must be registered in accordance with Sections 1725.5 and 1771.1 of the California Labor Code before starting such Work and for the entire time that it performs such Work.

- a. **Listed Subcontractors:** In addition, subcontractors listed in the Contractor's bid Proposal must be registered in accordance with Sections 1725.5 and 1771.1 of the California Labor Code at the time they are listed.
- i. **Unregistered Subcontractors:** The City will reject a bid Proposal from a Contractor listing a subcontractor that is not registered unless the Contractor submits adequate proof of one of the following:
- The subcontractor is registered before the bid Proposal is opened;
or
 - Within 24 hours of the bid Proposal opening, the subcontractor is registered and has paid the penalty registration fee specified in Section 1725.5 of the California Labor Code; or
 - The Contractor replaces the subcontractor with another registered subcontractor pursuant to Section 2-1.15C of the Standard Specifications, entitled "Claims of Inadvertent Clerical Error in Listing of Subcontractor."
- ii. **Proof of Registration:** The Contractor must include on the subcontractor listing form in the bid Proposal the registration number of each listed subcontractor. Notwithstanding the foregoing, the Contractor's bid will not be deemed non-responsive for failure to include the registration number of a subcontractor if the Contractor submits the number within 24 hours after the bid opening or if the City is otherwise readily able to verify that the subcontractor is properly registered.
- iii. **Subcontractor Substitution:** A subcontractor's failure to be properly registered is an additional ground for substitution in accordance with Section 2-1.15B of the Standard Specifications, entitled "Substitution of Subcontractors." The substitution must be with a properly registered subcontractor.
- b. **Contractor's Responsibility:** The Contractor is responsible for ensuring compliance with all of the subcontractor registration requirements set forth herein.
3. **Noncompliance:** Once the Contract is executed, it is a material breach of the Contract for the Contractor to be in violation of any of the registration requirements set forth in this provision.

Issue Date: April 4, 2006

Section 3-1.01 Award of Contract of the Standard Specifications (page 3-1) shall be revised as follows:

3-1.01 Award of Contract - The City will compare all proposals on the basis of the Engineer's Estimate of the quantities of work to be done.

The City, in its sole discretion, reserves the right to reject any or all proposals. If the City awards the contract, the award will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. If two (2) or more bids are the same and the lowest, the City may accept either bid it chooses in its sole discretion.

Depending upon the circumstances, the rejection of any or all proposals, or the award of a proposal, may be done by either the City Council or the Director of Public Works.

3-1.01A Timing of Award - If the City awards the contract, it will award the contract no earlier than five (5) working days after the opening of the proposals and no later than one hundred twenty (120) calendar days after the opening of the proposals.

If the lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsive and responsible bidder. Such award, if made, will be made within one hundred thirty-five (135) calendar days after the opening of the proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsive and responsible bidder. Such award, if made, will be made within one hundred fifty (150) calendar days after the opening of the proposals. The Department of Public Works may proceed in like manner until the Director either finds a responsible and responsive bidder willing to be awarded the contract or determines that it is not in the best interest of the City to proceed further.

The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Director and the bidder concerned.

3-1.01B Notice of Intended Award - If the City intends to award a contract, the City will post on the internet a written notice indicating to which bidder it intends to award the contract along with the bid results. The City will notify or cause to be notified all bidders that these documents have been posted. Irrespective of any changes to the information contained therein (including, without limitation, the identity of the bidder to which the City intends to award the contract), the issuance of any such notice of intended award shall occur only once; however, any such changes will be posted to the internet by the City.

3-1.01C Protest of Bid Award - A bidder may protest the City's award of a contract. A protesting bidder shall submit its protest in writing. The protest shall provide a full and complete statement specifying in detail the ground(s) of the protest

and the facts supporting the protest.

A protesting bidder shall deliver its written protest to the project manager at the address shown on the front cover of the bid specifications on or before 5 p.m. of the fifth working day following the day upon which the City issued the notice described in Section 3-1.01B.

Bidders are instructed that, irrespective of any changes to the information contained in the notice described in Section 3-1.01B, there is a single protest period, and any and all protests must be delivered by the deadline specified above, regardless of whether or not the protest is directed at the bid of the proposed awardee or at the bid of another bidder. By way of example only, should the City indicate in its notice that it intends to award to the lowest bidder, the third lowest bidder will be required to deliver any protest it may have as to the bid of the second lowest bidder, regardless of whether or not it is also prepared to protest the bid of the lowest bidder.

The procedure and time limits set forth in this section 3-1.01C are mandatory and the bidders' sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

3-1.01D Bid Alternate of the Standard Specifications (page 3-1) shall have the following paragraph added:

“If there are Bid Alternates, the low bid will be determined by adding each of the Bid Alternate Bids to the Base Bid in ascending numerical sequence, until a total is reached to which no further Bid Alternate Bids may be added without exceeding \$ N/A. The low bidder will be the bidder whose total amount calculated under the preceding sentence (1) includes the greatest number of Bid Alternates, or (2) offers an equal number of Bid Alternates for the lowest price. If the addition of the first Bid Alternate Bid to the Base Bid results in a figure greater than the above-stated dollar amount in the case of every responsive bidder, the low bid will be determined by the Base Bid alone. Once the low bidder has been identified in the preceding manner, the City may elect to award the Base Bid item alone or any or all Bid Alternate items in any sequence to that low bidder, even if the resulting contract amount no longer represents the lowest total price for the particular items chosen.”

Section 4-1.03 of the Standard Specifications (page 4-2) shall be revised to include the subsections as follows:

4-1.03.1 Cost Determination – Total cost of each and every change order shall be the sum of labor costs, material costs, equipment rental costs and specialist costs as defined in Section 9, “Measurement and Payment”. This limit applies in all cases of claims for extra work, whether calculating contract modifications, RFPs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. No other costs, including special damages of any type, arising out of or connected with the performance of extra work, of any nature, may be recovered by Contractor.

4-1.03.1(A) Overhead and Profit – The following constitutes charges that are included in overhead for all contract modifications, including force account work:

- (a) Drawings: filed drawings, shop drawings, etc. including submissions of drawings.
- (b) Routine field inspection of work proposed.
- (c) General superintendence.
- (d) General administration of Change Orders.
- (e) Computer services.
- (f) Reproduction services.
- (g) Salaries of project engineer, superintendent, timekeeper, storekeeper and secretaries.
- (h) Janitorial services.
- (i) Temporary on-site facilities such as offices, telephones, plumbing, electrical (power, lighting), platforms, fencing, etc.
- (j) Home office expenses.
- (k) Insurance and Bond premiums.
- (l) Procurement and use of vehicles and fuel used coincidentally in base bid work.
- (m) Surveying.
- (n) Estimating.
- (o) Protection of work.
- (p) Final clean-up.
- (q) Other incidental work.

Overhead and profit on labor for extra work shall not exceed a total of 15 percent. Overhead and profit on materials for extra work shall not exceed a total of 15 percent. Overhead and profit on equipment rental for extra work shall not exceed a total of 15 percent. When extra work is performed by a first tier subcontractor, Contractor shall receive a five (5) percent markup on subcontractors' total costs of extra work.

4-1.03.1(B) Taxes – All applicable taxes shall be included.

4-1.03.1(C) Owner Operated Equipment – When owner-operated equipment is used to perform extra work, Contractor shall be paid for equipment and operator as follows:

- (a) Payment for equipment will be made in accordance with Section 9-1.03A (3) "Equipment Rental."

(b) Payment for cost of labor will be made at not more than rates of such labor established by collective bargaining agreements for type of worker and location of work, whether or not owner-operator is actually covered by such an agreement.

4-1.03.1(D) Work Performed by Special Forces or Other Special Services – When Owner and Contractor, by agreement, determine that special service or item of extra work cannot be performed by forces of Contractor or those of any subcontractors, service or extra work item may be performed by specialist. Invoices for service or item of extra work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra work performed in such facility may, by agreement, be accepted as a specialist billing. Owner must be notified in advance of all off-site work. To specialist invoice price, less credit to Owner for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added fifteen percent (15%) in lieu of the percentages provided in Section 9-1.03A “Work Performed by Contractor.”

Section 4-1.03E of the Standard Specifications (page 4-5) shall be revised to read as follows:

4-1.03E Revocable Contract Items. - Items noted as “Revocable” in the Proposal may be deleted entirely or in part or added to at the sole discretion of the City. The provisions of Section 4-1.03B, “Increased or Decreased Quantities”, shall not apply to entire or partial deletion of or addition to Revocable items.

Section 5-1.08 of the Standard Specifications (page 5-7) shall have the following section added:

5-1.08.B Manner of Inspection

1. This provision clarifies how the City conducts inspections under Section 5-1.08, entitled “Inspection,” and Section 5-1.08A, entitled “Inspection for Sole Benefit of the City.”
2. The Engineer, in the Engineer’s sole discretion, can conduct an in-person inspection of the construction work or a remote inspection of the construction work. The Contractor must reasonably cooperate with the Engineer to accomplish the purpose of the inspection regardless of the form of inspection. The Contractor’s failure to comply with the Engineer in conducting an inspection may result in the Engineer rejecting the construction work.
3. Throughout construction, the Contractor must keep the Engineer informed about the progress of construction and upcoming construction activities so that the parties can determine the schedule of upcoming inspections.
4. The Contractor must assign a qualified representative to assist the Engineer in performing

inspections throughout the duration of the project. To be qualified, a representative must be knowledgeable about the project and the construction work that will be subject to inspections. To be qualified, the representative must also be physically capable of performing all aspects of the inspections, and be knowledgeable and capable of operating any equipment necessary to perform the inspections.

5. At the request of the Engineer, the Contractor must provide documentation of specified construction activities with time-stamped photos and/or video. The Engineer can require the Contractor to submit such documentation before, during, and/or after the specified construction activity.
6. The Contractor must provide the following in electronic format to the Engineer at the times requested by the Engineer:
 - Material tags for materials being installed, such as concrete, asphalt, CDF, base rock, etc.,
 - Contractor's daily manpower/equipment report, and
 - Photos of traffic control, controlling items of operation, manpower/equipment, conflicts and any additional photos as requested by the Inspector.
7. The following requirements apply to all inspections, whether in person or remote:
 - The Contractor's qualified representative is responsible for having any other representative(s) of the Contractor or a subcontractor present if the qualified representative believes such other person(s) would be more knowledgeable about the construction work subject to inspection.
 - The qualified representative will make sure that all equipment and tools (e.g. tape measure, ladder, measuring wheels, level, flashlight, etc.) needed to perform the inspection are readily available.
 - The qualified representative will make sure that the plans, specifications, permits and any other documents related to the construction work being inspected are readily available.
 - The qualified representative must ensure the inspection complies with all federal, state, and local health and safety laws, regulations, rules, orders and other similar requirements.
 - The qualified representative is responsible for ensuring that the representatives of the Contractor and subcontractor are respectful and professional towards the Engineer during the inspection.

8. The following additional requirements apply to a remote inspection.
- The Contractor must provide the qualified representative with the equipment, including software, capable of providing real-time audio and visual communication (i.e. videotelephony such as Facetime and ZOOM) between the qualified representative and the Engineer. The equipment must be capable of sending and receiving e-mails and taking time-stamped pictures. Generally, a mobile smart phone will be sufficient.
 - The qualified representative must know how to use the equipment needed to perform the remote inspection. The qualified representative will confirm the equipment is fully charged and functional before the remote inspection, and will turn off any device notification functions during the inspection. The qualified representative will make reasonable efforts to eliminate and minimize any other construction site noises that might interfere with the remote inspection.
 - The Contractor will provide an additional person to help the qualified representative conduct the remote inspection. The Engineer may waive this requirement if the Engineer determines, in the Engineer's discretion, that the qualified representative alone can accomplish the remote inspection.
 - The qualified representative will cooperate with the Engineer's efforts to plan a remote inspection, to conduct meetings remotely during the workday, and to communicate remotely throughout the day regarding the progress of the construction work.
 - The Engineer will lead the inspection. The qualified representative will cooperate with the Engineer and follow the Engineer's instructions during the inspection. The qualified representative will not attempt to hide, obscure or otherwise limit the Engineer's view of the work being inspected.
9. All costs associated with Contractor's complying with this provision are included in the contract price. The Contractor is not entitled to any additional compensation for complying with these inspection requirements

Issue Date: July 14, 2020

Section 5 of the Standard Specifications (page 5-12) shall have the following paragraphs added:

5-1.17 Partnering. - The City and Contractor will use good faith efforts to promote the formation of a successful Partnering relationship in order to effectively complete the Contract to the benefit of both parties. The purpose of this relationship is to establish and maintain cooperative communication and to mutually resolve conflicts at the lowest responsible management level. The establishment of a Partnering relationship will not change or modify the terms and conditions of the Contract and will not relieve either party of the legal requirements of the Contract.

The City and Contractor will engage in either Formal Partnering or Informal Partnering, depending upon the size of the project.

5-1.17A Formal Partnering. – In Formal Partnering the City and the Contractor implement the Partnering relationship through at least one pre-construction partnering workshop conducted by an independent facilitator. The purpose of the initial pre-construction workshop is to mutually develop a strategy for forming a successful partnering relationship. The City and Contractor may participate in additional facilitated workshops during the life of the project as they mutually agree is necessary and appropriate.

For all projects in which the engineer’s estimate for the entire project prior to advertising for bids is \$10 million or more, the City and Contractor shall participate in Formal Partnering.

For all projects in which the engineer’s estimate for the entire project prior to advertising for bids is \$1 million or above but less than \$10 million dollars, the Contractor may elect to require the parties to participate in Formal Partnering. The Contractor shall elect Formal Partnering by submitting a request in writing to the Engineer after approval of the Contract.

The scheduling of a partnering workshop, selection of the partnering facilitator and workshop site, and other administrative details shall be as agreed to by both parties. The parties shall use good faith efforts to schedule the initial, pre-construction partnering workshop and to select the facilitator for the workshop as soon as reasonably possible following award of the Contract where Formal Partnering is mandatory or as soon as reasonably possible following a Contractor’s election to require Formal Partnering for all other projects.

The costs of Formal Partnering involved in providing the pre-construction partnering workshop, any subsequent, additional partnering workshops, and the facilitator for the partnering workshops shall be borne equally by the City and Contractor. These costs may be provided elsewhere in this Contract either as an allowance item or a specific bid item. If not, then the Engineer may issue a change order in the amount of one-half of the estimated cost of the facilitator and the partnering workshops.

The division of cost for the facilitator and partnering workshops will be made by determining the cost in conformance with the provisions in Section 9-1.03B, “Work Performed By Special Forces or Other Special Services,” of the Standard Specifications, and paying to the Contractor one-half of that costs, except no markups will be allowed.

All other costs associated with Formal Partnering will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

5-1.17B Informal Partnering. In Informal Partnering the City and the Contractor will implement the Partnering relationship through partnering discussions that are not conducted by an independent facilitator. The City and Contractor may participate in additional unfacilitated partnering meetings during the life of the

project as they mutually agree is necessary and appropriate.

The City and Contractor will engage in informal partnering as follows: (1) on all projects in which the Engineer's estimate for the entire project prior to advertising for bids is below \$1 million, and (2) on all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$1 million or above but less than \$10 million and the Contractor has not elected Formal Partnering.

Section 6-1.05 paragraph 1 of the Standard Specifications (page 6-2) shall be revised to read as follows:

6-1.05 Trade Names and Alternatives – For convenience in designation on the plans or in the specifications, certain articles or materials, to be incorporated in the work may be designated under a trade name or the name of a manufacturer and catalog information and followed by the words “or approved equal.” The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements and to the special provisions:

Issue Date: February 4, 2015

Section 7-1.01A through 7-1.01A (11) shall be revised to read as follows:

Section 7-1.01A Labor Standards

The Contractor shall comply with the labor standard requirements set forth below in this Section 7-1.01A.

7-1.01A (1) City Compliance Officer

1. **City Compliance Officer:** For purposes of this Section 7-1.01A, the “City Compliance Officer” is the Director of the Office of Equality Assurance or such other City employee as the City Manager may designate as having primary responsibility for administering and enforcing the labor standard requirements set forth in this Section 7-1.01A. The term includes the City Compliance Officer's staff and any other City employees and agents authorized to assist in the administration and enforcement of these labor standards.
2. **Contact Information:** The address of the City's Office of Equality Assurance for purposes of correspondence and inquiries is 200 East Santa Clara Street, 5th Floor, San José CA 95113-1905. The Office's phone number is 408-535-8430.
3. **Scope of Authority:** The City Compliance Office has primary responsibility for administering and enforcing the prevailing wage requirements, the payroll requirements and all other labor standards required by this Contract.

7-1.01A (2) Working Hours

The Contractor shall comply with the working-hour requirements set forth in Sections 1810 through 1815 of the California Labor Code, which are incorporated into this Contract. Working-hour requirements include, but are not limited to, the following.

4. **General Requirement:** Eight hours constitutes a legal day's work. Employees of the Contractor cannot work more than 8 hours during any one calendar day and more than 40 hours during any one calendar week.
5. **Exception:** Notwithstanding the general requirement set forth above, the Contractor may permit its employees to work more than 8 hours per calendar day and 40 hours per calendar week if the Contractor pays at least 1 ½ times the basic rate of pay for all hours worked in excess of 8 hours per day.
6. **Record Keeping:** The Contractor must keep accurate records showing the name and actual hours worked each day and each calendar week by each of its employees. The Contractor shall make the records available at all reasonable hours for inspection by the City Compliance Officer or by the Division of Labor Standards Enforcement. The Contractor's failure to make and maintain the required records is a misdemeanor.
7. **Restitution for Underpayment:** If the Contractor requires or permits an employee to work in violation of the working-hour requirements set forth in this Section 7-1.01A(2), then the Contractor shall pay the employee the difference between the amount that should have been paid and the actual amount paid.
8. **Penalties:** In addition to paying restitution for an underpayment, the Contractor shall forfeit to the City \$25 for each employee for each calendar day during which the Contractor requires or permits such employee to work in violation of the working-hour requirements set forth in this Section 7-1.01A(2).
9. **Withholding of Restitution and Penalties:** The Engineer may withhold and retain from any payments or moneys due the Contractor the following: (1) the amount of any outstanding restitution resulting from an underpayment, and (2) the amount of any penalties resulting from such underpayment. The Engineer's right to withhold and retain moneys under this provision is separate and independent from any other right to withhold and retain moneys included in this Contract.

7-1.01A (3) Prevailing Wage

The Work in this Contract is a Public Work, as that term is defined for prevailing wage purposes in Sections 1720 through 1720.6 of the California Labor Code, and is subject to the City's prevailing wage policy set forth in Chapter 14.09 of Title 14 of the San José Municipal Code, entitled "Prevailing Wage Requirements for City Contracts Involving Public Works." In accordance with

Chapter 14.09, the Contractor shall comply with the prevailing wage requirements set forth in Sections 1720 through 1782 of the California Labor Code, which are incorporated into this Contract. The prevailing wage requirements with which the Contractor must comply include, but are not limited to, the following:

1. **Prevailing Wage Requirement:** The Contractor shall pay, and shall cause its subcontractors to pay, employees performing Work not less than the general prevailing rates of per diem wages, for each craft, classification and type of worker, as determined by the Director of the Department of Industrial Relations of the State of California.
2. **Project-Specific Rates:** Copies of the General Prevailing Wage Determinations made by the Director of the Department of Industrial Relations of the State of California for each craft, classification and type of worker required to perform the Work are available from the City Compliance Officer. Please direct all questions regarding prevailing wage requirements to the City Compliance Officer.
3. **Unlisted Job Classifications:** The prevailing wage rate applicable to a craft, classification or type of worker not shown on the General Prevailing Wage Determinations shall be the rate applicable to the most closely related craft, classification or type of worker. Contact the Office of Equality Assurance at (408) 535-8430 for crafts, classifications or types of workers not listed in the General Prevailing Wage Determinations.
4. **Paying Higher Wages:** The prevailing wage rates are minimum rates. The Contractor may pay workers more than the applicable prevailing wage rate. The City will not pay extra compensation based on the inability of the Contractor to hire workers at the prevailing wage rates.
5. **No Adjustments:** The City will not pay extra compensation based on increases in the prevailing wage rates during the term of the Contract.
6. **Posting Notice:** The Contractor must post at each job site at which Work is performed a sign informing employees that the City's prevailing wage requirements apply to the Work and that these requirements are enforced by the City Compliance Officer. The sign shall include the City Compliance Officer's telephone number and address. The Contractor also must post at each job site where Work is performed the General Prevailing Wage Determinations in effect for each craft, classification and type of worker employed required to perform the Work. If the Contractor fails to post the sign or General Prevailing Wage Determinations as required, the Engineer or City Compliance Officer shall have the right to do so.

7. **Restitution for Underpayment:** The Contractor, or any subcontractor of the Contractor, must pay the following amount to each employee who was paid less than the applicable prevailing wage rate during any period of time that such employee was performing Work: the difference between the applicable prevailing wage rate and the actual amount paid.
8. **Penalties:** The Contractor, and any subcontractor of the Contractor, shall forfeit up to \$200 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. The City shall determine the amount of the penalty based on the guidelines and factors set forth in Section 1775(2) of the California Labor Code.
9. **Liability for Subcontractor's Penalties:** The Contractor is liable for any penalties resulting from the payment of less than the prevailing wage rate by one of its subcontractors unless the Contractor can clearly demonstrate to the City Compliance Officer all of the following:
 - a. The contract between the Contractor and its subcontractor for the performance of the Work included a copy of Sections 1171, 1175, 1176, 1777.5, 1813 and 1815 of the California Labor Code; and
 - b. The Contractor periodically reviewed the certified payroll records of its subcontractor for payment of the specified general prevailing rate of per diem wages; and
 - c. Upon becoming aware of the subcontractor's payment of less than the applicable prevailing wage rate, the Contractor diligently took corrective action to halt or rectify the violation, including, but not limited to, retaining sufficient funds from payments due the subcontractor for Work performed; and
 - d. Before making final payment to its subcontractor, the Contractor obtained an affidavit, signed under penalty of perjury, from the subcontractor stating that the subcontractor paid each of its workers not less than the applicable general prevailing rate of per diem wages and any amounts due pursuant to Section 1813 of the California Labor Code.
10. **Withholding:** The Engineer may withhold and retain from payments or moneys due the Contractor the following: (1) the amount of any outstanding restitution resulting from an underpayment, (2) penalties resulting from such underpayment, and (3) any amounts required to satisfy any civil wage and penalty assessment issued by the California Labor Commission in accordance with the California Labor Code. The Engineer's right to withhold under this provision is separate and independent from any other right to withhold moneys included in this Contract.

11. **Notice of Withholding:** The City Compliance Officer will provide written notice to the Contractor and subcontractor, if applicable, of any withholding resulting from a prevailing wage violation. The notice will describe the nature of the violation, the amount of wages, penalties and forfeitures withheld, and the procedure for obtaining review of the withholding.
 - a. **Service of Notice:** The City Compliance Officer will serve the notice by first-class and certified mail, in a sealed envelope, with postage prepaid, addressed to the person on whom it is to be served, at the office address last given for that person.
 - b. **Service on Surety:** The City Compliance Officer will also serve a copy of the notice by certified mail to the surety that issued the payment and performance bonds for the Contract.
 - c. **Appeal of Withholding:** In accordance with Section 1771.6 of the California Labor Code, the Contractor or the affected subcontractor may seek review of the City's withholding by transmitting a written request for review to the Office of the Labor Commissioner for the State of California. The Contractor or the affected subcontractor shall transmit a copy of the written request for review to the City Compliance Officer.
 - d. **Time to Appeal Withholding:** In accordance with Section 1742 of the California Labor Code, a written request to review a notice of withholding must be transmitted to the Office of the Labor Commissioner for the State of California within 60 calendar days after service of the notice. If review is not requested within 60 calendar days, then the City Compliance Officer's determination is final.
12. **Attachment 5:** The Contractor is directed to review Attachment 5 of the Bid Documents for further information regarding prevailing wage requirements applicable to this Contract.

7-1.01A (4) Payroll Records

The Contractor and each of its subcontractors shall make and keep payroll records in accordance with Section 1776 of the California Labor Code and with this Section 7-1.01A(3), both of which are incorporated into this Contract. The requirements to make and keep payroll records are as follows:

1. **General Requirement:** The Contractor and its subcontractors must keep accurate payroll records. For each journey-man, apprentice, worker, or other employee performing Work, the payroll records must show the name, address, social security number, work

classification, straight time and overtime hours worked each day and week, and the actual per diem wages.

2. **Form of Payroll Records:** The Contractor and its subcontractors must prepare the payroll records on forms provided by the Division of Labor Standards Enforcement for the State of California on forms containing the same information as the forms provided by the Division of Labor Standards Enforcement. The Contractor and subcontractor shall obtain the approval of the City Compliance Officer before using any form other than one provided by the Division of Labor Standards Enforcement.
3. **Location of Payroll Records:** Within 10 working days of starting Work, the Contractor shall inform the City Compliance Officer of the location of all payroll records, including the street address, city, and county. Within 5 working days of changing the location of the payroll records, the Contractor shall notify the City Compliance Officer of the new location.
4. **Submission of Payroll Records with Progress Payment:** In accordance with Section 9-1.06A of the Special Provisions, entitled “Application for Progress Payment,” the Contractor must submit the payroll records of its employees and those of its subcontractor(s) to the City with each application for progress payment. The payroll records submitted to the City shall meet all of the requirements set forth in this Section 7-1.01A (3).
 - a. **Verification/Certification:** The payroll records submitted to the City must be both verified, and the copies certified, by the Contractor or subcontractor that prepared the record. The verification must be a written declaration, made under penalty of perjury, stating the following: (1) the information contained in the payroll record is true and correct, and (2) the Contractor or subcontractor has complied with the requirements of Sections 1771, 1811 and 1815 for Work performed by its employees.
 - b. **Condition Precedent to Payment:** As set forth in Section 9-1.06A of the Special Provisions, the submission of verified and certified payroll records with each application for progress payment is an *express condition precedent* to the City’s obligation to make a progress payment. An application for progress payment is incomplete in the absence of verified and certified payroll records, and the Engineer is not obligated to approve or make, in whole or in part, any progress payment due the Contractor until the Contractor has submitted the required payroll records.
5. **Written Request for Payroll Records:** The Contractor or subcontractor must provide verified and certified payroll records to the City Compliance Officer on or before 10

working days following receipt of the written request for such records by the City Compliance Officer.

- a. **Penalties:** If the Contractor or subcontractor fails to timely comply with the request, then the Contractor or subcontractor, whichever one failed to provide the records, shall pay a penalty to the City of \$100 for each calendar day, or portion thereof, for each worker, until the records are provided. The Contractor is not liable for a penalty imposed as a result of a subcontractor's failure to comply with the City's written request for payroll records.
 - b. **Withholding:** The Engineer may withhold and retain from payments or moneys due the Contractor the amount of any penalties imposed based on a failure to timely respond to the City's written request for payroll records. The Engineer's right to withhold under this provision is separate and independent from any other right to withhold moneys included in this Contract.
6. **Inspection of Records by Employee:** A verified and certified copy of an employee's pay record shall be made available, on request, for inspection or given to the employee or the employee's authorized representative. The records shall be available at all reasonable hours at the principal office of the contractor.
7. **Inspection of Records by Department:** A verified and certified copy of all payroll records shall be made available, upon request, for inspection or furnished to the City Compliance Officer and the Division of Labor Standards Enforcement of the Department of Industrial Relations. The records shall be available at all reasonable hours at the principal office of the contractor.

7-1.01A (5) Employee Sign In/Sign out

The Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site. The Contractor shall establish procedures so that all employees sign in and out of the job site. The Contractor shall provide, upon request, a copy of the sign-in and sign-out sheet to the City Compliance Officer and to any employee or the employee's authorized representative.

7-1.01A (6) Discrimination Prohibited

1. **Labor Code Prohibition:** The Contractor must comply with, and is subject to, the employment non-discrimination requirements set forth in Section 1735 of the California Labor Code, which is incorporated into this Contract.
2. **City Prohibition:** The Contractor also must comply with, and is subject to, the nondiscrimination/nonpreference requirements set forth in Chapter 4.08 of Chapter 4 of

the San José Municipal Code, entitled “Nondiscrimination Requirements for Contracts,” which is incorporated into this Contract.

- a. **Attachment 1 of Contract:** The nondiscrimination/nonpreference requirements set forth in Attachment 1 of this Contract implement, in part, the requirements of Chapter 4.08. The Contractor shall comply with the requirements set forth in Attachment 1.
- b. **Subcontractors:** The Contractor shall include the same provisions in Attachment 1 in every subcontract entered into in furtherance of the Contract so that such provisions are binding on each subcontractor.

7-1.01A (7) Apprentices

1. **Compliance:** The Contractor and its subcontractors shall comply with the requirements of the State Apprenticeship Program, as set forth in Section 1777.5 and Chapter 4 of division 3 of the California Labor Code (starting at Section 3070), which collectively are incorporated into this Contract. The Contractor is solely responsible for securing compliance with Section 1777.5 for all apprenticeable occupations.
2. **Subcontracts:** The Contractor shall include in all of its subcontracts the obligation for subcontractors to comply with the requirements of the State Apprenticeship Program.
3. **Evidence of Compliance:** The Contractor shall comply promptly with all requests of the City Compliance Officer for documentation that the Contractor and its subcontractors are in compliance with the State Apprenticeship Program.
4. **Penalties:** The Contractor is subject to the penalties set forth in Section 1777.7 of the California Labor Code for a failure to comply with the requirements of Section 1777.5. Section 1777.7 is incorporated into this Contract.
5. **Withholding:** The Engineer may withhold and retain from payments or moneys due the Contractor the amount of any penalties imposed based on a violation of Section 1777.5 of the California Labor Code. The Engineer’s right to withhold under this provision is separate and independent from any other right to withhold moneys included in this Contract.

7-1.01A (8) Workers’ Compensation

1. **Requirement:** The Contractor shall secure worker’s compensation for all of its employees in accordance with Section 3700 of the California Labor Code. By signing the Contract, the Contractor is certifying and filing with the City the following:

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

2. **Prohibition:** The Contractor is prohibited from performing Work if at the time of such Work the Contractor is not in compliance with Section 3700 of the California Labor Code. The Contractor must not allow a subcontractor to perform Work if at the time of such Work the subcontractor is not in compliance with Section 3700 of the California Labor Code.
3. **Proof of Compliance:** Before starting any Work, the Contractor shall provide the Engineer with one of the following: (1) satisfactory proof that it is properly insured by one or more insurers authorized to write worker’s compensation insurance in California, or (2) a valid certificate of consent to self-insure issued by the Director of Industrial Relations for the State of California.
 - a. **Maintaining Compliance:** The Contractor shall maintain such insurance or certificate of consent to self-insure for the term of the Contract.
 - b. **Requests for Proof of Compliance:** Upon the request of the Engineer at any time during the term of the Contract, the Contractor must provide satisfactory proof that it is in compliance with Section 3700 of the California Labor Code.
4. **Failure to Comply:** The Contractor’s failure to comply promptly with a request by the Engineer for proof of compliance with Section 3700 of the California Labor Code, or the Contractor’s failure to be in compliance with Section 3700, is a material breach of this Contract. Such breach is a basis for the Engineer to suspend Work in accordance with Section 8-1.05 of these Specifications. The Contractor is responsible for all costs and damages resulting from any such suspension of Work.
5. **Withhold:** If any injury occurs to any employee of the Contractor for which the employee, or the employee’s dependents, is entitled to compensation from the City under the California Labor Code provisions applicable to worker’s compensation, the Engineer may withhold and retain from any moneys due the Contractor an amount sufficient to cover such compensation.
6. **Subcontractors:** The Contractor shall include in all of its subcontracts the obligation for subcontractors to comply with the requirements of this Section 7-1.01A (8).

7-1.01A (9) Certified Electricians

The Contractor must use, and must cause its subcontractor(s) to use, properly certified persons to perform any Work as electricians in accordance with Chapter 4.5 of Division 1 of the California Labor Code, entitled “Electrician Certification” (Sections 108 – 108.5).

7-1.01A (10) Labor Standards Enforcement

1. **Cooperation:** The Contractor and its subcontractors shall cooperate fully with the City Compliance Officer as part of any action by the City Compliance Officer to administer and/or enforce the labor standards set forth in this Section 7-1.01A.
2. **Inspections:** The Contractor and its subcontractors agree that the City Compliance Officer has the following rights in the performance of the Officer’s duties: (1) to engage in random inspections of job sites, (2) to have access to the employees performing Work, and (3) to have access to employee time sheets, inspection logs, payroll records, paychecks and any other documents reasonably related to an appropriate investigation of the Contractor’s and subcontractor’s compliance with the labor standards set forth in this Section 7-1.01A.
3. **Audit:** The City Compliance Officer may audit such records of the Contractor and its subcontractors as the Officer deems necessary to determine compliance with the labor standards set forth in this Section 7-1.01A.

7-1.01A (11) Subcontractors

Notwithstanding anything to the contrary, the prevailing wage requirements, payroll record requirements and all other labor standard requirements set forth in this Section 7-1.01A are applicable to every subcontractor engaged by the Contractor to perform Work. The Contractor shall include in every such subcontract the following provision(s): (1) an agreement from the subcontractor that it is subject to each of the labor standard requirements set forth in this Section 7-1.01A, (2) an agreement from the subcontractor that it will comply with each of the labor standard requirements, and (3) an agreement from the subcontractor that the City Compliance Officer can enforce each of the labor standard requirements against the subcontractor to the same extent it can enforce the provisions against the Contractor.

Section 7-1.04 Permits and Licenses of the Standard Specifications (page 7-14) shall have the following paragraph added:

“The Contractor shall defend, indemnify, and hold harmless the City, its employees, and its agents from all legal claims, losses, actions in law or equity civil and/or criminal, arising from any and all acts, omissions, or negligence of the Contractor in violation of any permit or license issued.”

Section 7-1.22 Provisions of Law and Venue of the Standard Specifications (page 7-30) shall have the following paragraph added:

“All depositions, document production, mediations, arbitrations, and any other meetings will take place in the City of San José.”

Issue Date: October 4, 2016

Section 8-1.01 of the Standard Specifications (page 8-1) shall be revised as follows:

8-1.01 Subcontracting – Revise the third paragraph of Section 8-1.01, “Subcontracting”, of the Standard Specifications to read “The Contractor shall perform with the Contractor’s own organization contract work amounting to not less than 5 percent of the original total contract price, except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor’s own organization.”

Section 8-1.05A of the Standard Specifications (page 8-4) shall be added as follows:

8-1.05A Temporary Suspension of Work - COVID 19. - Notwithstanding anything to the contrary in these Specifications and in addition to the *force majeure* events identified in Section 8-1.07 (Liquidated Damages), the City and Contractor agree that the following are *force majeure* events: -

1. The inability of either party to perform its respective obligations under this contract due in any part to complying with any local, state, or federal mandates and advisories for managing public health and safety related to the COVID-19 pandemic; or
2. The inability of either party to perform its respective obligations under this contract due to lack of resources, including staffing, due to illness from COVID-19, quarantine due to COVID-19, and/or having to care for another person who is ill or quarantined due to COVID-19.

The City and Contractor agree that any temporary delay in the progress of work, inability to perform or suspension of the work by either party due to either of the above *force majeure* events will result in an extension of the completion date for the period of delay, inability to perform or suspension. Both parties further agree that neither party will be liable for damages of any kind for any such delay, inability to perform or suspension of work.

Issue Date: March 20, 2020

Section 8-1.06 of the Standard Specifications shall be deleted because it has been determined to conflict with the new Special Provisions contained herein.

SECTION 8-1.06 Time of Completion – Time of the Essence: All time limits specified in this contract are of the essence of the contract. Unless specifically designated otherwise, the term “day” appearing anywhere in the Contract Documents shall mean a calendar day.

Starting and Completion Date: The City shall designate in the Notice to Proceed the starting date of the contract on which the Contractor shall immediately begin and thereafter diligently prosecute the work to completion. The Contractor agrees to complete the work on the dates specified for completion of all or designated portions of the Contractor’s performance in the contract unless such time is adjusted, in writing, by change order by the City (“Milestone Dates”). The Contractor may complete the work before the completion date if it will not interfere with the City or their other contractors engaged in related or adjacent work. The work shall be regarded as completed as noted on the City’s Notice of Completion or Notice of Beneficial Occupancy.

The Contractor shall have no right to an adjustment in the time of completion due to weather conditions or industrial conditions which are normal for the locality of the site. The time period for completion of the contract has been calculated with consideration given to the average climatic range and usual industrial conditions prevailing in the locality of the site.

Time extensions due to inclement weather will be allowed only for weather conditions that affect the progress of activities that are on the critical path. The contractor shall exercise due diligence in protecting the work area from weather as well as take corrective action after the weather has passed. Time extensions will not be allowed until the average number of days for which precipitation exceeds 0.10 inch and the corresponding average precipitation in any given month or months has been exceeded. Delays due to inclement weather are not compensable.

Abnormal weather conditions are those that exceed the averages indicated in the following table:

<u>Month</u>	<u>Days (1)</u>	and	<u>Precipitation (2)</u>
January	6		3.06
February	6		2.49
March	6		2.31
April	3		1.06
May	1		0.40
June	0		0.09
July	0		0.04
August	0		0.09
September	1		0.21

October	2	0.73
November	4	1.73
<u>December</u>	<u>5</u>	<u>2.28</u>
Total	33	14.49

- (1) The average number of days in which the precipitation exceeds 0.10 inches in the 24 hour period between midnight of one day and midnight of the next day.
- (2) The mean precipitation, in inches, for the month indicated, recorded at San Jose station #047821 over the period from 1948 to 2000.

Section 8-1.06B of the Standard Specifications (page 8-4) shall be added as follows:

8-1.06B Annual Holiday Closure. - At the option of the Engineer, the contractor may be required to suspend all work and activities during the City’s annual Holiday Closure in late December and early January of each year. No work shall be done during this suspension except such work as is necessary for the proper care and protection of work already performed, or except in case of an emergency, and in any case, only with the prior written permission of the Engineer.

This suspension of work will be at no cost to the City. Working days will not be assessed during this suspension of work.

Section 8-1.07 of the Standard Specifications shall be revised as follows:

8-1.07 Liquidated Damages – Replace the words “working days” with “calendar days”.

Section 8-1.07A No Pay for Delay of the Standard Specifications shall be deleted because it has been determined to be wholly inapplicable or conflicting with the new Special Provisions contained herein.

Section 8-1.07A – Contractor Caused Delay – Should the progress of the Work or of the Project be delayed, disrupted, hindered, obstructed, or interfered with by any fault or neglect or act or failure to act of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to City including legal fees and disbursements incurred by City (whether incurred in defending claims arising from such delay or in seeking reimbursement and indemnity from the Contractor and its surety hereunder or otherwise) or any damages or additional costs or expenses for which City may or shall become liable, the Contractor and its surety shall and does hereby agree to compensate City for and indemnify them against all such costs, expenses, damages and liability.

City, if it deems necessary, may direct the Contractor to work overtime and, if so directed, the Contractor shall work said overtime and, provided that the Contractor is not in default under any of the terms or provisions of this Agreement or of any of the other Contract Documents, City will

pay the Contractor for such actual additional wages paid, if any, at rates which have been approved by City plus taxes imposed by law on such additional wages, plus workers' compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Contractor to comply with Contractor's obligations under this Agreement.

If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers, then the Contractor shall, in addition to all of the other obligations imposed by this Agreement upon the Contractor in such case, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost in the completion of the Work and of the Project due to such delay.

Section 8-1.07B – Delay Caused by Other – Should the Contractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including but not limited to any act, omission, neglect, negligence or default of City or by an employee, agent or representative of the City (other than by reason of the proper exercise of their respective rights, duties and obligations under the Contract Documents), or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order in no wise chargeable to the Contractor, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and NOT due to any fault, neglect, act or omission of the Contractor, its officers, agents, employees, subcontractors or suppliers, then except where the General Contract has specific requirements at variance with the foregoing, in which case the requirements of the General Contract shall govern the Contractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes; provided, however, that the Contractor shall not be entitled to any such extension of time unless the Contractor:

- (1) notifies City in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty eight (48) hours of the commencement thereof, AND
- (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof.

Contractor acknowledges that provision of such notice is an essential condition precedent to Contractor's rights in connection with any such delays, obstructive hindrances or interferences to City ability to fully identify, and expeditiously, address and avoid such cause or causes, and, accordingly, Contractor expressly waives all rights with respect to any such cause or causes for which notice hereunder was not provided. Notwithstanding the foregoing, if the General Contract is at variance with granting such time extension, then the provisions of the General Contract shall control.

Section 8-1.07C – Damages for Compensable Delay – The Contractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation or damages for any delay, obstruction, hindrance or interference to the Work over and beyond that which is specified in the

General Contract plus that which is specified by duly executed change orders.

In the event of delay in the Work that is within Section 7102 of the Public Contract Code, the contractor shall be entitled to an extension of time and compensation for such delay in strict accordance with the provisions of this section. The extension of time and provision for compensation shall not be allowed unless the Contractor provides the City with written notice within forty-eight (48) hours of the commencement of any such delay. The City must provide written approval of any extension of time, or payment of compensation. No verbal approval, either express or implied, or any grant of time extension by City or its agents shall be binding upon City unless and until such approval is expressly ratified in writing.

Contractor's remedy for a 7102 Delay, in addition to the extension of time, shall be as follows, upon contractor's demonstration that these costs were actually impacted by the 7102 Delay:

1. Field or on-site labor according to actual payroll data for the time of the 7102 Delay. No multipliers will be allowed unless previously approved in writing by the City;
2. Idle field equipment will be priced at a daily rate calculated from the manufacturer quoted or invoiced costs;
3. Idle field rental equipment will be priced at a daily rate calculated from the invoiced costs; and
4. Total mark up of items (1) through (3) above for overhead and profit, including all levels of subcontractors and Contractor combined, shall not exceed 20% cumulative. For the purposes of this section, overhead includes (1) all indirect labor such as management, supervision, engineer and consulting, drafting, estimating, secretarial and accounting; (2) all field office expenses, including office supplies and equipment; (3) insurance and bonds; and (4) all corporate office expenses.

In the event of delay in the Work which is not due to Section 8-1.07B 'Delay by Others', or is not a 7102 Delay, City may direct that the work be accelerated by means of overtime, additional crews or additional shifts or resequencing of the Work. All such acceleration associated with an inexcusable delay, where the delay is attributable to the Contractor, shall be at no cost to the Owner. In the event of Section 8-1.07B 'Delay by Others' or 7102 Delay, City may similarly direct acceleration and Contractor agrees to perform same on the basis of reimbursement of Direct cost plus a fee of five percent (5%) of such costs but expressly waives any other compensation therefore. In the event of any acceleration requested pursuant to this paragraph, Contractor shall provide promptly a plan including recommendations for, in Contractor's opinion, the most effective and economical acceleration.

Section 8-1.10 of the Standard Specifications shall be revised as follows:

8-1.10 Utility and Non-Highway Facilities – Replace the words “highway right-of-way”, “right-of-way” and “highway” with “project site”.

Section 9-1.03A of the Standard Specifications shall be revised as follows:

9-1.03A Work Performed by Contractor – Replace the words “markup of 33 percent to the cost of labor” with “markup of 15 percent to the cost of labor”.

Issue Date: February 4, 2015

Section 9-1.06 of the Standard Specifications (page 9-12) shall be revised to read as follows:

9-1.06A Application for Progress Payment.

1. Once each month, the Contractor shall submit an application for progress payment for the work done in the preceding month. The Contractor shall submit its monthly application for progress payment at a time acceptable to the Engineer, and the Contractor shall include whatever documentation the Engineer reasonably determines is necessary to authorize a progress payment.
2. Before the City makes any partial payment or the final payment, and as a condition of a Contractor’s application for progress or final payment being deemed complete, the Engineer may require the Contractor to submit satisfactory evidence that the Contractor is not delinquent in payments to employees or creditors for labor and materials incorporated into the work.
3. The Contractor shall provide to the Engineer, ***with each application for progress payment***, the verified and certified payroll records for all of its employees and those employees of Contractor’s subcontractors, as required in Section 7-1.01A(2), entitled "Prevailing Wage," and in Section 7-1.01A(3), entitled "Payroll Records." The verified and certified payroll records submitted with each application for progress payment shall be for the same period of time as the work for which the Contractor is seeking payment.
 - a. The Contractor agrees that submission of the verified and certified payroll records with each application for progress payment is an ***express condition precedent*** to the Engineer's obligation to make a progress payment. The Engineer is not obligated to approve or make, in whole or in part, any progress payment due the Contractor until the Contractor has submitted the required payroll records.
 - b. Any payment of a progress payment, in whole or in part, by the Engineer despite the Contractor’s failure to submit the required payroll records in a timely manner is not a waiver of any other term or conditions contained in this Contract or a waiver of the right to withhold payment for any subsequent breach.

Issue Date: July 29, 2013

9-1.06B Partial Payment.

1. Based on the application for progress payment submitted by the Contractor and any other information available to the Engineer, the Engineer shall cause an estimate in writing to be made at least once a month. The estimate shall include the total amount of work done during the time period covered by the application for payment request, and the value thereof. The estimate shall also include any amounts payable for mobilization.
2. The City shall retain 5 percent of such estimated value of the work done, except that at any time after 50 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the City may reduce the total amount being retained from payment pursuant to the above requirements to 2.5 percent of the estimated value of such work. In addition, on any partial payment made after 95 percent of the work has been completed, the City may reduce the amount withheld from payment pursuant to the requirements of this Section 9-1.106, to such lesser amount as the Engineer determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract (but in no event will said amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer). Such reduction will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to the City; the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing him/her to give such consent must either accompany the document or be on file with the City.
3. The Engineer may at any time and in the Engineer's sole discretion reinstate the retention at the full 5 percent of the value of the work performed upon notice to the Contractor. The Contractor shall immediately repay to the City all amounts paid to the Contractor in excess of the 5 percent retention. If the Contractor fails to repay the amount due within a reasonable time, the City may, in addition to all of the other remedies available to it, withhold such amount from future partial payments made to the Contractor.
4. Based on submittal of a complete application for progress payment and corresponding Engineer's Estimate, the City shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or the total value of the work done since the last estimate amount to less than \$5,000.
5. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.
6. Attention is directed to the express prohibition against payment to unlicensed contractors contained in Public Contract Code Section 10164, the provisions of which are set forth in Section 7-1.01C, entitled "Contractor's Licensing Laws."

7. The estimates of the Engineer shall be final and conclusive evidence of the amount or work performed by the Contractor under this contract, and shall be taken as full measure of compensation to be received by the Contractor.

Section 9-1.07C of the Standard Specifications (page 9-18) shall be added as follows:

9-1.07C Claims Certification. - All claims submitted by the contractor shall include the following personal certification:

“I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (GENERAL CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND/OR OTHER SEVERE LEGAL CONSEQUENCES.”

By: _____
Title

Issue Date: October 4, 2016

Section 12 of the Standard Specifications (page 12-4) shall have the following section added:

12-1.05 Temporary Traffic Control. Systems and Devices. - Temporary Traffic Control systems and devices shall be in conformance with the "California Manual of Uniform Traffic Control Devices (MUTCD) for Streets and Highways, November 7, 2015", or latest version, published by Caltrans. Traffic control plans are required to be submitted to the City for review prior to construction.

Pursuant to San José Municipal Code Section 11.12.050, flaggers or City of San José Police Officers shall direct traffic through construction zones where warning signs, cones, delineators, barricades and other temporary traffic control devices cannot effectively control moving traffic. Flaggers shall be sufficiently trained and equipped in accordance with California Code of Regulations, Title 8, Section 1599. In addition, flaggers shall be certified by the American Traffic Safety Services

Association (ATSSA) or the National Safety Council (NSC). The Director of Public Works reserves the right to require the use of Police Officers when conditions warrant.

Issue Date: July 29, 2013

Section 12 of the Standard Specifications (page 12-4) shall have the following section added:

12-1.06 Traffic Control. Secondary Employment Officers.

1. The standard hourly rate for off-duty uniformed traffic control officers (“Secondary Employment Officers”) at construction zones is shown on the Schedule of Quantities. If no hourly rate is not shown on the Schedule of Quantities or there is not Schedule of Quantities, then contact the Secondary Employment Unit at (408) 277-4980 to obtain the current standard hourly rate.
2. Officers are required to receive a 3 hour minimum payment for each assignment. Time and one-half of the hourly rate will be charged on each assignment exceeding eight (8) hours. The 3-hour minimum payment will be required when the Contractor does not cancel the requested assignment within 3 hours of the start time.
3. Requests for Secondary Employment Officers must be submitted at least three (3) business days in advance of the start date for each assignment. (i.e. if an assignment is scheduled for Tuesday morning, the request must be received no later than the end of the business day on the previous Thursday.)
4. A Secondary Employment Officer request form will be provided to each Contractor. The Contractor making a request for a new assignment will complete section #1 of the request form and email it to the address listed on the request form. After the request form is received by the Secondary Employment Officer supervisor, Secondary Employment Officer(s) will be assigned and the completed form will be emailed back to the requesting Contractor. This form will contain the name(s) of assigned officer(s), direct cell phone numbers, the location of the assignment, and start time(s).
5. The process for canceling assigned Secondary Employment Officer(s) is the responsibility of the requesting Contractor. To cancel an assignment, the Contractor, or designee, shall contact the assigned Secondary Employment Officer(s) directly using the contact information included on the completed request form. Cancellation requires either actual contact with the assigned Secondary Employment Officer(s) or a voicemail message on the Secondary Employment Officer(s) listed cell phone number. Any cancellation less than 3 hours before the start time of the assignment will require the 3 hour minimum payment.
6. For questions related to this process, contact the Secondary Employment Unit at (408) 277-4980.

END OF AMENDMENTS

BEGINNING OF WORK AND TIME OF COMPLETION

The Contractor shall diligently prosecute the contract to completion before the expiration of **130 WORKING DAYS**, from the first chargeable day as set forth in the one "Notice to Proceed." **NO ADDITIONAL DAYS WILL BE GRANTED FOR INCLEMENT WEATHER OR CONDITIONS RESULTING IMMEDIATELY THEREFROM** except as noted in Section 8-1.06 of the Special Provisions.

LIQUIDATED DAMAGES

The Contractor shall pay to the City of San José the sum of **ONE THOUSAND DOLLARS (\$1000)** per day for each and every day's delay in finishing the work in excess of the number of days prescribed above.

EQUALITY ASSURANCE

The Contractor shall comply with the Nondiscrimination / Nonpreferential Treatment requirements set forth in Attachment 1 and Attachment 3 pursuant to Chapter 4.08 of the City of San José Municipal Code. The Contractor shall comply with the Prevailing Wage requirements set forth in Attachment 5. Attachment 1, Attachment 3, and Attachment 5 are attached and are a part of these special provisions.

INSURANCE REQUIREMENTS

Attention is directed to Attachment 4, "Insurance Requirements", of these special provisions.

ATTACHMENT 1

ATTACHMENT 1

NONDISCRIMINATION / NONPREFERENTIAL TREATMENT APPLICABLE TO CONTRACTS FOR PUBLIC WORKS CONSTRUCTION PROJECTS

Statement of Purposes

It is the Policy of the City of San Jose that **no discrimination or preferences** shall be permitted in the subcontracting of the City of San Jose construction contracts. Studies have demonstrated that there has been a pattern of discrimination against certain minority groups and women by contractors in the subcontracting of public works contracts. All contractors shall fully comply with Chapter 4.08 of the San Jose Municipal Code and shall not discriminate against or grant preferential treatment to any subcontractor on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in the performance of the City of San Jose contracts. Any contractor who so discriminates or gives preferences shall be deemed not to be a responsible bidder in accordance with City of San Jose Charter Section 1217.

SECTION I -- REQUIREMENT

These provisions, entitled, “**NONDISCRIMINATION / NONPREFERENTIAL TREATMENT APPLICABLE TO CONTRACTS FOR PUBLIC WORKS CONSTRUCTION PROJECTS**” are incorporated in and made part of the Special Provisions.

In addition, each bidder must - as part of its “PROPOSAL TO CITY OF SAN JOSE” for this project - declare under penalty of perjury that in listing subcontractors in its bid it has not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. See, PROPOSAL TO CITY OF SAN JOSE.

SECTION II -- CONFLICT WITH APPLICABLE FEDERAL OR STATE LAW

In the event that a particular City public works contract is funded or required to be approved in whole or in part by the State or Federal government and any provision contained herein is inconsistent with any applicable state or federal statutes, rules or regulations, orders or controlling policies pertaining to such funding or approval, to the extent that any such provision is inconsistent, it shall not apply to the contract. To the extent a Federal project requires an MBE/WBE Program, the Program set forth in Resolution #67001 shall be applicable.

SECTION III -- VIOLATION OF SECTION

Be aware that any Prime Contractor who discriminates or gives preferences is in violation of Chapter 4.08 of the San Jose Municipal Code. Any such violation, in addition to all other remedies set forth in the Municipal Code, is further subject to the provisions of the San Jose Municipal Code, Chapter 4.10 of Title 4, Debarment of Contractors From City Contracts

**ATTACHMENT 2
(NOT USED)**

ATTACHMENT 3

ATTACHMENT 3

CONTRACT PROVISIONS IMPLEMENTING CHAPTER 4.08 OF THE SAN JOSE MUNICIPAL CODE

In the performance of this Agreement:

1. Prohibition on Discrimination and Preferential Treatment.

Contractor shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

2. Compliance Reports.

If directed by the Compliance Officer of the City, Contractor shall file, and cause any subcontractor to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether Contractor or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this Agreement and Chapter 4.08 of the Municipal Code.

3. Failure to Comply With Nondiscrimination Provisions.

If the Compliance Officer determines that the Contractor has not complied with the nondiscrimination or nonpreference provisions of this Agreement, the City may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject Contractor and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

4. Subcontracts.

Contractor shall include provisions 1 through 3, inclusive, in each subcontract entered into in furtherance of this Agreement so that such provisions are binding upon each of its subcontractors.

5. Waiver of Nondiscrimination Provisions.

The nondiscrimination provisions of this Agreement may be waived by the Compliance Officer, if the Compliance Officer determines that the Contractor has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the Contractor or other governmental

agency are substantially the same as those imposed by the City.

ATTACHMENT 4

ATTACHMENT 4

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) including products and completed operations; and
2. The coverage provided by Insurance Services Office form number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance; and
4. Contractor's Pollution Liability Insurance, including coverage for all operations, completed operations and professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The policy shall not contain exclusions for property damage from explosion, collapse or underground hazard, or inadvertent construction defects.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Contractor's Pollution Liability: \$1,000,000 each occurrence/aggregate limit.

Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

IV. Other Insurance Provisions

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

1. General Liability, Automobile Liability, and Contractor's Pollution Liability Coverages
 - a. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.
 - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

V. Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

VI. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San Jose – Finance Department
Risk & Insurance
200 East Santa Clara St., 14th Floor
San Jose, CA 95113-1905

VII. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABD Insurance & Financial Services Attn: Construction Department 777 Mariners Island Blvd, Suite 250 San Mateo, CA 94404 www.theabdteam.com 0H55918	CONTACT NAME: Construction Certs PHONE (A/C, No, Ext): 650-488-8565 FAX (A/C, No): 650-488-8566 E-MAIL ADDRESS: ConstructionCertRequest@theabdteam.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER B: Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Company	41297	INSURER B: Aspen American Insurance Company	43460	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:														
INSURED Environmental Systems, Inc. of Northern California 3353 De La Cruz Boulevard Santa Clara CA 95054														

COVERAGES**CERTIFICATE NUMBER:** 62572483**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMS0028358	9/11/2020	9/11/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Property-Sched/Rented Equipment includes Installation Floater (COC)			IM00J4D20	9/11/2020	9/11/2021	\$390,000 Scheduled Equip/\$75,000 Rented \$500,000 Total Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ESI Job# 8812 - 9449 Hammer Theater.
 Excess is following form as required by written contract.
 Endorsements attached.

CERTIFICATE HOLDER

City of San Jose
 Finance Department Risk & Insurance
 200 East Santa Clara St. 14th Floor
 San Jose CA 95113

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rod Sockolov

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ACORD 25 (2016/03)

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Underwritten by: Scottsdale Insurance Company
 Home Office: One Nationwide Plaza • Columbus, Ohio 43215
 Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
 1-800-423-7675 • A Stock Company

SCHEDULE A—SCHEDULE OF UNDERLYING INSURANCE UMBRELLA LIABILITY

Policy No.: UMS0028358 Effective Date: 10/01/2020
 12:01 A.M. Standard Time
 Named Insured: ENVIRONMENTAL SYSTEMS INC. OF NORTHERN Agent No.: 047AS

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS
Insurer's Name ZURICH AMERICAN INSURANCE CO Policy Number ON FILE WITH COMPANY Policy Period <u>09/11/2020</u> to <u>09/11/2021</u>	Commercial General Liability	\$ <u>1,000,000</u> Each Occurrence \$ <u>1,000,000</u> Personal and Advertising Injury \$ <u>2,000,000</u> General Aggregate (other than products/ completed operations) * PER PROJECT \$ <u>2,000,000</u> Products/Completed Operations Aggregate
* General Aggregate Applies		
Insurer's Name ZURICH AMERICAN INSURANCE CO Policy Number ON FILE WITH COMPANY Policy Period <u>09/11/2020</u> to <u>09/11/2021</u>	Auto Liability	Bodily Injury and Property Damage Limit \$ <u>1,000,000</u> Each Accident Uninsured/Underinsured Motorist \$ <u>NOT APPLICABLE</u> Each Accident or \$ <u>NOT APPLICABLE</u> Each Person \$ <u>NOT APPLICABLE</u> Each Accident
Insurer's Name NOT APPLICABLE Policy Number Policy Period _____ to _____	Auto Dealers Liability	\$ _____ Covered Autos Liability Each Accident \$ _____ General Liability Bodily Injury And Property Damage Liability Each Accident \$ _____ Personal and Advertising Injury Any One Person or Organization \$ _____ General Liability Aggregate \$ _____ Products and Work You Performed Aggregate



Underwritten by: Scottsdale Insurance Company
 Home Office: One Nationwide Plaza • Columbus, Ohio 43215
 Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
 1-800-423-7675 • A Stock Company

SCHEDULE A—SCHEDULE OF UNDERLYING INSURANCE UMBRELLA LIABILITY (continued)

Policy No.: UMS0028358 Effective Date: 10/01/2020
 12:01 A.M. Standard Time
 Named Insured: ENVIRONMENTAL SYSTEMS INC. OF NORTHERN Agent No.: 047AS

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS
	Employer's Liability	Bodily Injury Limit
Insurer's Name INSURANCE COMPANY OF THE WEST		\$ <u>1,000,000</u> Each Accident (by accident) **
Policy Number ON FILE WITH COMPANY		\$ <u>1,000,000</u> Policy Limit (by disease) **
Policy Period <u>10/01/2020</u> to <u>10/01/2021</u>		\$ <u>1,000,000</u> Each employee (by disease) **
		** or unlimited in states where benefits are unlimited.





SCOTTSDALE INSURANCE COMPANY®

SUPPLEMENTARY SCHEDULE OF UNDERLYING INSURANCE
UMBRELLA LIABILITY

Policy No. UMS0028358 Effective Date: 10-01-20
12:01 A.M. Standard Time

Named Insured ENVIRONMENTAL SYSTEMS INC. Agent No. 047AS

Type of Coverage: EMPLOYEE BENEFITS LIABILITY
RETRO DATE: 03/10/2019
Insurer: ZURICH AMERICAN INSURANCE CO
Policy Number: ON FILE WITH COMPANY
Policy Period: 09/11/20 to 09/11/21
Applicable Limits
\$1,000,000 EACH EMPLOYEE
\$1,000,000 AGGREGATE

Type of Coverage:
Insurer: NOT APPLICABLE
Policy Number:
Policy Period: to
Applicable Limits

Type of Coverage:
Insurer: NOT APPLICABLE
Policy Number:
Policy Period: to
Applicable Limits

Type of Coverage:
Insurer: NOT APPLICABLE
Policy Number:
Policy Period: to
Applicable Limits



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0M77949 1-888-845-2248 McSherry & Hudson, LLC Insurance Services 160 West Santa Clara Street Suite 715 San Jose, CA 95113 Charles M. Griswold	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 408-550-2130</td> <td>FAX (A/C, No): 408-550-2119</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: ZURICH AMER INS CO</td> <td>16535</td> </tr> <tr> <td>INSURER B: INSURANCE CO OF THE WEST</td> <td>27847</td> </tr> <tr> <td>INSURER C: Tokio Marine Specialty Ins Co</td> <td>23850</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext): 408-550-2130	FAX (A/C, No): 408-550-2119	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ZURICH AMER INS CO	16535	INSURER B: INSURANCE CO OF THE WEST	27847	INSURER C: Tokio Marine Specialty Ins Co	23850	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Environmental Systems, Inc. of Northern California 3353 De La Cruz Boulevard Santa Clara, CA 95054																					

COVERAGES **CERTIFICATE NUMBER: 62576241** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	GLO 5685011-00	09/11/20	09/11/21	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY	X	X	BAP 5685012-00	09/11/20	09/11/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WPL 5057107 00	10/01/20	10/01/21	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof. / Poll. Liability			PPK2180312	09/11/20	09/11/21	Occ/Agg 2M/4M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: ESI Job No. 8812.
 9449 Hammer Theater - Chiller Replacement Project.
 Additional Insured per Written Contract: City of San Jose, its officials, employees, agents, and contractors.

CERTIFICATE HOLDER City of San Jose Finance Department Risk & Insurance 200 E. santa Clara Street, 14th Floor San Jose, CA 95113 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT	ALL CA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10/01/2020** Policy No. **WPL 5057107 00** Endorsement No. _____
 Insured **ENVIRONMENTAL SYSTEMS INC OF** Premium \$ **INCL.**
 Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____



ZURICH®

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-5685012-00	09/11/2020	09/11/2021	09/11/2020			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

**** **A. Amended Who Is An Insured**

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

**** 2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**** **P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. **GLO-5685011-00**

Effective Date: **09/11/2020**

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/28/2021

NAME OF INSURED: Environmental Systems, Inc. of Northern California

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Includes:

General Liability:

Additional Insured and Primary Wording per attached form U-GL-2162-ACW(0219).

Per Project Aggregate per attached form CG25030509.

Waiver of Subrogation per attached form CG24040509.

Automobile Liability:

Additional Insured, primary and non-contributory, and waiver of subrogation per attached form UCA424FCW04-14.

Workers Compensation:

Waiver of Subrogation per attached form WC990634.

ATTACHMENT 5

ATTACHMENT 5

CONTRACT PROVISIONS FOR PREVAILING WAGES

PREVAILING WAGES

Attention is called to the fact that this project is a public work as defined in the California Labor Code. As such, not less than the general prevailing rate of per diem wages and the general prevailing rates for holiday and overtime work shall be paid on this project. Contractors shall be responsible for compliance with all prevailing wage provisions found in California Labor Code Sections 1720 through 1861.

Copies of the General Prevailing Wage Determinations ([DIR Wage Index 2020-2](#)) made by the California Director of Industrial Relations in effect for this project and accompanied by a City of San Jose cover sheet are available at the City's Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, San Jose CA 95113-1905. All questions regarding prevailing wage requirements are to be directed to the Office of Equality Assurance at 408-535-8430.

DIRECT- Electronic Payroll Submittal Platform

The City of San Jose- Office of Equality Assurance requires all contractors and subcontractors performing work under contract for the City of San Jose to submit certified payroll reports and fringe benefit statements into the City's electronic payroll reporting system named "**DIRECT**."

DIRECT is an e-mail based platform for all labor compliance documentation, including but not limited to, certified payrolls, fringe benefit supporting documents, and DAS 140/142 documents. After a contractor has been awarded a project, OEA staff will provide the contractor with project specific log-in credentials and training opportunities.

For questions regarding DIRECT and/or technical use questions, please contact the Office of Equality Assurance at 408-535-8430.

APPRENTICESHIP

Public works apprenticeship requirements (California Labor Code 1777.5) apply to this project. Compliance forms required by general and subcontractors are as follow:

DAS 140: Must be completed within 10 days of the contract being awarded. One form is sent to the Apprenticeship Committee for each union craft.

DAS 142: Contractor may use own form or letter with the same information, but a written request is the only way to prove that you are following the rules. The California Code of Regulations [Title 8, § 230.1 (a)] states that a contractor will not be considered to be in violation if apprentices are not dispatched within 72 hours of a written request (excluding Saturdays, Sundays, and holidays).

Apprentices must be registered with a certified apprentice program.

ALTERNATE WORKWEEK

Alternate workweek schedules that allow employees to work more than eight (8) hours per day without overtime pay are **not permitted** on public works construction contracts. **Please see attached DIR May 10, 2007 IMPORTANT NOTICE TO AWARDDING BODIES AND INTERESTED PARTIES REGARDING OVERTIME ON PUBLIC WORKS.**

CONGESTION ZONE FEE

Effective January 2, 2002, a Congestion Zone Fee (CZF) is required to be paid to each Ironworker [refer to Ironworker Master Agreement]. The CZF is currently \$9.00 per worker/per day. The CZF is to be included on the contractors' certified payroll reports under the Travel & subsistence column. Failure to pay the CZF will result in a prevailing wage violation requiring the contractor to make restitution to the affected worker(s). Additionally, liquidated damages will be assessed.

CLASSIFICATION NOTICES:

The appropriate craft classification for welding is **Ironworker [DIR Wage Index Page 2]**.

The appropriate craft classification for operating directional boring machine, bobcat, forklift, pilot car and skip loader (up to and including ½ cubic yard) is **Operating Engineer [DIR Wage Index Pages 39, 40A, 42]**. **Please see Page 48 -- DIR July 15, 2002 NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE NORTHERN CALIFORNIA LABORERS' GENERAL PREVAILING WAGE DETERMINATION.**

Installation of draperies, blinds, shades and awnings under a public works construction contract is subject to prevailing wage requirements. The appropriate craft classification is **Laborer Group 3 [DIR Wage Index Pages 49-50]**.

The appropriate craft classification for on-going or daily construction clean-up is **Laborer Group 3 [DIR Wage Index Pages 49-50]**.

The appropriate craft classifications for tree trimming and tree removal are **Laborer Construction Specialist and Laborer Group 3 [DIR Wage Index Pages 49-50]**.

The appropriate craft classification for final construction clean-up is **Laborer Group 4 [DIR Wage Index Pages 49-50]**.

The appropriate craft classification for CCTV Inspection is **Labor Group 1 [DIR Wage Index Page 49-50]**.

For work involving hydro-flushing of sewer, the scope of work provision for the craft(s)/classification(s) of the Laborer: Group1(B), Laborer: Group 3 **[DIR Wage Index Page 49-50]**, and Plumber: Underground Utility Pipefitter may include similar types of work **[DIR Wage Index Page 145A]**.

The appropriate craft classifications for **streetlight and traffic signal projects and parking lots** are:

- Installation of poles, pull ropes, all conductors, signal display/fire preemption/traffic camera/service/special electrical equipment, luminaries, splicing of conductors and installation of loop conductors is **Electrician: Inside Wireman, Technician [DIR Wage Index Page 145]**.
- General labor work, installation of conduit **under direct supervision of Electrician: Inside Wireman, Technician**, installation of pull boxes and assisting in placing concrete is **Laborer: Group 3. Laborers are not allowed to install, pull or handle conductors.**
- Operating boom truck, Bobcat, backhoes, concrete saws, pavers, boring machines, augers and rollers is **Operating Engineer (Heavy and Highway Work) [DIR Wage Index Page 39]**.
- Placing, floating and finishing concrete is **Cement Mason [DIR Wage Index Page 53]**.

SAN JOSE LIVING WAGE

San Jose Living Wage rates are in cases higher than the California general prevailing wage rates for certain crafts. Per San Jose Council Policy, the San Jose Living Wage rates shall apply to the following classification:

**Stator Rewinder
Driver- Dump Truck (On/Off-Hauling To/From Construction Site)**

The Living Wage rates for the period July 1, 2020 through June 30, 2021 are:

Living Wage With Health Benefits	Living Wage Without Health Benefits
\$23.21	\$24.56

The Living Wage rates for the period July 1, 2019 through June 30, 2020 are:

Living Wage With Health Benefits	Living Wage Without Health Benefits
\$22.68	\$23.93

Attached is an Informational Only Holiday Schedule for the construction trades. Please note that not all DIR classifications are shown. Please refer to the DIR website at <http://www.dir.ca.gov/opri/PWD/index.htm> for holidays by classification.

Unless otherwise stated, the following classifications are **not** allowed on City of San Jose public work construction and maintenance contracts.

Electrical Utility Lineman
Pole Restoration & Treatment

Tree Trimmer(High Voltage)
Groundperson First 6 months

Stator Rewinder

Stator Rewinder Helper (First 6 Months)
Stator Rewinder Helper (After 6 Months)

Laborer and Related Classifications

Group 7 - Stage 1 (1st 6 months)
Stage 2 (2nd 6 months)
Stage 3 (3rd 6 months)

Teamster (Applies Only to Work on the Construction Site)

Group 8 (Trainee)
Step I – 1st 1,000 Hours
Step II – 2nd 1,000 Hours
Step III – 3rd 1,000 Hours

Landscape Maintenance Laborer

Carpet, Linoleum

Floor Covering Handler Less Than 3 Years
Floor Covering Handler Trainee, First 3 Months
Floor Covering Handler Trainee, Second 3 Months

Electrician

Material Handler, Fourth Six Months
Material Handler, Third Six Months
Material Handler, Second Six Months
Material Handler, First Six Months

Plumber

Underground Utility Tradesman
Landscape Tradesman I
Landscape Tradesman II
Construction Tradesman (Year 2)
Construction Tradesman (Year 3)
Construction Tradesman (Year 4)
Construction Tradesman (Year 5)

Water Well Driller

Pump Installer
Helper

In the performance of this Agreement:

I. Standards of Responsibility: Prevailing Wages (Municipal Code 4.10.200)

The city requires in all of its procurement procedures that all persons who submit bids, proposals or offers to enter into a contract with the city to do so truthfully and in good faith, and shall not attempt to mislead the city with respect to the following including, but not limited to, records regarding the nature or quality of the work performed under the contract, payroll records, classification of employees on payroll records,

and payment of prevailing wages where called for by the contract.

II. Labor Standards

Please refer to Special Provisions – Labor Standards set forth in Section 7-1.01A.

Holiday Schedule for DIR Wage Determination 2020-2 (Santa Clara County)

Please Note - Not all DIR trades are shown - Please refer to DIR website

This is FYI ONLY. PLEASE CHECK HOLIDAYS AS LISTED IN DIR 2020-2

Please see Additional Holidays for classifications with *

TRADE	New Year's Eve	New Year's Day	MLK Day	Presidents' Day	Cesar Chavez Day	Good Friday	Memorial Day	Independence Day	Labor Day	Columbus Day	Veteran's Day	Thanksgiving Day After Thanksgiving	Christmas Eve	Christmas Day After Christmas
Ironworker		x		x			x	x	x			x	x	
Metal Roofing		x	x	x		x	x	x	x			x	x	x
Asbestos/Heat/Frost Insul Mechanic		x		x		x	x	x	x triple pay			x	x	x
Asbestos/Hazard Material Handler		x		x			x	x	x			x		x
Asbestos Removal (Laborer)		x		x			x	x	x			x		x
Bldg Const Inspector/Field Soil Material Tester		x		x			x	x	x			x	x	x
Carpenter/Drywall/Lather		x	x	x			x	x	x			x	x	x
Cement Mason		x	x	x			x	x	x			x	x	x
Elevator Constructor		x					x	x	x		x	x		x
Laborer		x		x			x	x	x			x	x	x
Modular Furniture Installer		x	x	x			x	x	x			x	x	x
Operating Engineer		x		x			x	x	x			x	x	x
Slurry Seal Worker		x		x			x	x	x			x	x	x
Teamster		x		x			x	x	x			x	x	x
Traffic Control/Lane Closure & Hwy Improvement Painter		x		x			x	x	x			x	x	x

Additional holidays by Classification: DDO = Designated Days Off

*Carpenters/Drywall/Lather - 4 DDO: 05/25/18; 08/31/18; 12/24/18; 12/31/18

Holiday Schedule for DIR Wage Determination 2020-2 (Santa Clara County)

Please Note - Not all DIR trades are shown - Please refer to DIR website

This is FYI ONLY. PLEASE CHECK HOLIDAYS AS LISTED IN DIR 2020-2

Please see Additional Holidays for classifications with *

TRADE	New Year's Eve	New Year's Day	MLK Day	Presidents' Day	Cesar Chavez Day	Good Friday	Memorial Day	Independence Day	Labor Day	Columbus Day	Veteran's Day	Thanksgiving Day After Thanksgiving	Christmas Eve	Christmas	Day After Christmas
Bricklayer/Tender		X		X			X	X	X			X	X		X
Carpet Layer		X	X	X			X	X	X			X	X		X
Electrician: Inside Wireman & Comm System		X	X	X			X	X	X		X	X	X		X
Field Surveyeer		X		X			X	X	X			X	X		X
Glazier		X	X	X			X	X	X			X	X		X
Marble Mason/Finisher		X	X	X			X	X	X			X	X		X
Painter		X	X	X			X	X	X			X		X	X
Taper		X	X	X			X	X	X			X		X	X
Plasterer		X	X	X			X	X	X			X			X
Plasterer Tender		X	X	X			X	X	X			X		X	X
Underground Pipefitter		X		X			X	X	X			X	X		X
Plumber/Steam Fitter/HVAC	X	X	X	X		X	X	X	X	X	X	X	X	X	X
Plumber: Service & Repair		X		X			X	X	X			X	X		X
Fire Sprinkler	X	X	X	X			X	X	X			X	X	X	X
Roofer		X		X			X	X	X			X	X		X
Sheet Metal Worker		X	X	X		X	X	X	X			X	X		X
Sheet Metal Decking & Siding		X		X			X	X	X			X	X		X
Tile Finisher/Setter		X		X			X	X	X			X	X		X

Additional holidays by Classification: DDO = Designated Days Off

*Carpet Layer - 6 DDO: 11/10/17, 12/22/17, 03/30/18, 05/25/18, 06/15/18, 08/31/18, 11/12/18, 12/24/18

*Electrician: Inside Wireman & Comm/System - 5 DDO: Not updated in DIR 2017-2

*Glazier - 9 DDO: 11/10/17, 11/24/17, 12/22/17, 02/16/18, 03/30/18, 05/25/18, 06/15/18 (no further updates)

*Marble Mason/Finisher - 2 Black Fridays: Fridays before Memorial Day & Labor Day

*Painter - 8 DDO: 11/10/17, 11/24/17, 02/16/18, 03/30/18, 05/25/18, 06/15/18, 08/31/18, 11/12/18, 11/23/18, 12/31/18

*Taper - 7 DDO: 09/01/17, 11/10/17, 11/24/17, 12/29/17, 03/30/18, 05/25/18, 06/15/18

*Plumber - DDO: 1st Friday in August 08/03/18

*Fire Sprinklers - 4 DDO: DIR 2017-2 not updated for 2018

**ATTACHMENT 6
(NOT USED)**


**ATTACHMENT 7
(NOT USED)**

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Sunday, July 18, 2021. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C0754067 ENVIRONMENTAL SYSTEMS, INC., OF NORTHERN CALIFORNIA

Registration Date: 09/16/1975
Jurisdiction: CALIFORNIA
Entity Type: DOMESTIC STOCK
Status: ACTIVE
Agent for Service of Process: EL ENFANTINO
Address: 3353 DE LA CRUZ BLVD
SANTA CLARA CA 95054
Entity Address: 3353 DE LA CRUZ BLVD
SANTA CLARA CA 95054
Entity Mailing Address: 3353 DE LA CRUZ BLVD
SANTA CLARA CA 95054

 [Certificate of Status](#)

A Statement of Information is due EVERY year beginning five months before and through the end of September.

Document Type	↕	File Date	↕	PDF
SI-NO CHANGE		07/03/2020		
SI-COMPLETE		09/24/2004		
AMENDMENT		02/11/1982		
AMENDMENT		05/18/1976		Image unavailable. Please request paper copy.
REGISTRATION		09/16/1975		Image unavailable. Please request paper copy.

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)

Search: environmental systems, inc

Business Name	ENVIRONMENTAL SYSTEMS INC	Business Address	3353 DE LA CRUZ BL SANTA CLARA, CA 95054		
Business Owner	ENVIRONMENTAL SYSTEMS INC	Mailing Address	3353 DE LA CRUZ BL SANTA CLARA, CA 95050		
NAICS	238990-SPECIALTY TRADE CONTRACTORS	Nature Of Business	MECHANICAL CONTRACTO		
Account Id	Status	Start Date	Expiration Date	Employees	
9997511210	ACTIVE	09/01/1975	09/15/2021	8	

Business Name	CALIFORNIA ENVIRONMENTAL SYSTEMS, INC.	Business Address	12265 LOCKSLEY LN AUBURN, CA 95602		
Business Owner	CALIFORNIA ENVIRONMENTAL SYSTEMS, INC.	Mailing Address	12265 LOCKSLEY LANE AUBURN, CA 95602		
NAICS	238990-SPECIALTY TRADE CONTRACTORS	Nature Of Business	CALIFORNIA ENVIRONMENTAL SYSTE		
Account Id	Status	Start Date	Expiration Date	Employees	
5512598030	ACTIVE	02/06/2020	02/15/2022	5	

 **How may I help you?** ×
Click Here



INSTRUCTIONS FOR INSURANCE APPROVAL:

Forward the following to: RISK MANAGEMENT

**200 E. Santa Clara Street, Tower 14th Floor
San Jose, CA 95113-1905**

- 1. This form (149-7) completed;**
 - 2. Copy of face page of Contract;**
 - 3. Copy of insurance requirements included in contract.**
- Risk Management Fax Number (408) 286-6492**

NOTIFICATION OF CONTRACT BEING PROCESSED

DATE: July 15, 2021

Service Provider:	Phone No.:
Environmental Systems, Inc.	(408) 980-1711
Project:	Project Amount:
9449-Hammer Theater (Chiller Replacement Project) Re-Bid	\$619,000.00
Estimated Start Date: 08/16/2021	Estimated Completion Date: 03/04/2022
Scope of Work: The project consists of remove and replace existing chiller located on the 3 rd level of the existing theater building. The contractor is responsible for the demolition of the existing chiller and installing a new chiller (Carrier-23XRV3030NQVR351)	
Department:	Division:
Public Works	Facilities Management Division
Department	Extension: Fax:
Contact: Edwin Garcia	(408) 975-7249 (408) 971-4691

COMPLIANCE WITH INSURANCE REQUIREMENTS

Comments:	Insurance requirements as contained within presented Certificates of Insurance dated 6/28/21 are compliant and in accordance with the minimum terms of the agreement.
Signature:	<u>Mark Gelmokas</u> Risk Management
	Date: 7-16-21

FOR RISK MANAGEMENT USE ONLY
Date Forwarded to City Clerk:

COMPLIANCE WITH BOND REQUIREMENTS

Signature:	_____	Date:
	City Clerk	

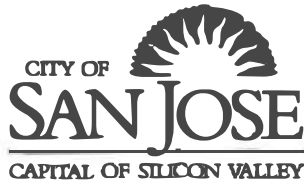
PUBLIC WORKS - DIRECTOR'S OFFICE TRANSMITTAL

After Division Manager approves, forward transmittal and documents to the "Submit To" person specified on the Public Works Approval Matrix. The matrix can be found on the PW intranet web page.

Name	Your Location & Division	Phone No.
Prepared by: JP Pausanos	CSY-PW Facilities	795-1675
Subject or Proj ID/Name 9449-Hammer Theater (Chiller Replacement Project) Re-Bid		
City Attorney <i>(for signature)</i>		
Deliver to: City Attorney _____ Matter # _____ Approved _____ Date _____ <small>(if applicable, otherwise check appropriate box below)</small>		
Council Memo Council Date _____ Date Due to Director's Office _____		
Draft reviewed by: <i>(provide name)</i>		<i>To be completed by Council Liaison:</i> Approved: _____ Approved: _____ Approved: _____
<input type="checkbox"/> Attorney _____		
<input type="checkbox"/> Budget Office _____		
<input type="checkbox"/> Client Dept(s) _____		
Attachments: <input type="checkbox"/> Memo <input type="checkbox"/> Map <input type="checkbox"/> CEQA Clearance <input type="checkbox"/> Budget Worksheets <input type="checkbox"/> Other _____		
Correspondence <input type="checkbox"/> Info Memo <input type="checkbox"/> Committee Memo Committee _____ Committee Date _____ Date Due to CMO _____ <input type="checkbox"/> Director Award Memo <input type="checkbox"/> Memo <input type="checkbox"/> Letter <input type="checkbox"/> Travel Request or Statement <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"><i>Reviewed by Travel Coordinator:</i> _____ Initials _____ Date _____</div> <input type="checkbox"/> CMO Transmittal <input type="checkbox"/> Other _____	Contracts & Agreements Council Award <input type="checkbox"/> Construction Contract \$1,000,000 <input type="checkbox"/> Consultant Agreement >\$320,000 <input type="checkbox"/> Amendment # _____ <input type="checkbox"/> Utility >\$100,000 Manager Award <input type="checkbox"/> Construction Contract >\$1,000,000 <input type="checkbox"/> Consultant Agreement ≤\$320,000 <input type="checkbox"/> Amendment # _____ <input type="checkbox"/> Parkland Agreement Director Award <input checked="" type="checkbox"/> Director Award, Minor <\$620,000 <input type="checkbox"/> Director Award, Major <\$1,000,000 <input type="checkbox"/> Construction Contract ≤\$1,000,000 <input type="checkbox"/> Parkland Agreement <input type="checkbox"/> Utility Agreement ≤\$100,000 Other _____	Change Orders / Service Orders Council Approval <input type="checkbox"/> Original contract ≤ \$100,000; single CCO >\$10,000 <input type="checkbox"/> Original contract > \$100,000; single CCO >\$100,000 <input type="checkbox"/> Sum of all CCOs exceed contingency amount: Contingency \$ _____ Total CCOs \$ _____ Director Approval <input type="checkbox"/> CCO >\$20,000 & ≤ \$100,000 <input type="checkbox"/> SO > \$20,000 & ≤ Agrmt amount

SECTION MANAGER/ SUPERVISOR:		Edwin Garcia	Date <u>08/3/2021</u>
	Signature _____	Print name here	
DIVISION ANALYST (if applicable)	Signature _____	Print name here	Date _____
DIVISION MANAGER		Ryan Rucker	Date <u>8/10/21</u>
	Signature _____	Print name here	
ADMINISTRATION	Signature _____	Print name here	Date _____
DEPUTY DIRECTOR		Walter Lin	Date <u>8/10/21</u>
	Signature _____	Print name here	
ASSISTANT DIRECTOR		Matt Loesch	Date <u>08/10/21</u>
	Signature _____	Print name here	

Comments:



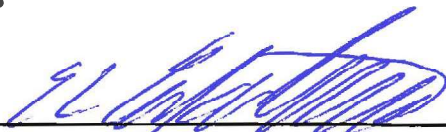
- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Juan Paulo Pausanos
STAFF EMAIL: juanpaulo.pausanos@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: 7/20/21 TOTAL PAGES: (INCLUDING THIS PAGE) 1
CONTRACTOR NAME: Environmental Systems, Inc.
EMAIL: genfantino@esite.net
PHONE: 408-980-1711

I agree to use electronic signatures

SIGNATURE OF CONSULTANT: 

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN BLUE INK**
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Select one
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract

Type of Contract: Construction Projects

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667045-000

Contractor: Environmental Systems, Inc

Address: 3353 De La Cruz Blvd. Santa Clara, CA 95054

Phone: 408-980-1711

Email: dbates@esite.net

Contract Description: 9449-Hammer Theater Chiller Replacement Project Re-Bid

The project consists of the remove and replace of an existing chillers at Hammer Theatre.

Term Start Date: _____ Term End Date: _____ Extension: Select one

Method of Procurement: RFB RFB, RFP or RFQ No.: 9449 Date Conducted: 05/28/21

Agenda Date (if applicable): _____

Agenda Item No.: _____

Resolution No.: _____

Ordinance No.: _____

Original Contract Amount: \$619,000.00

Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____

Updated Contract Amount: _____

Fund/Appropriation: _____

Form 700 Required: No

Revenue Agreement: No

Business Tax Certificate No.: 9997511210

Expiration Date: 09/15/2021

Department: Public Works (57)

Department Contact Name/Phone: Juan Paulo Pausanos / 795-1675

Notes:

Department Director Signature: _____

**Matt
Cano**

Digitally signed
by Matt Cano
Date: 2021.08.11
13:33:47 -07'00'

_____ Date

Office of the City Manager Signature: _____

_____ Date